

Final Execution Document  
August 19, 2009

# **AGREEMENT**

**BETWEEN**

**SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,**

**SHIAWASSEE COUNTY CLERK,**

**SHIAWASSEE COUNTY TREASURER,**

**SHIAWASSEE COUNTY REGISTER OF DEEDS,**

**SHIAWASSEE COUNTY DRAIN COMMISSIONER**

**SHIAWASSEE COUNTY SHERIFF**

**AND**

**SHIAWASSEE COUNTY EMPLOYEES**

**CHAPTER OF LOCAL #1059**

**AFFILIATED WITH MICHIGAN COUNCIL #25**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**JANUARY 1, 2009**

**THROUGH**

**DECEMBER 31, 2011**

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**AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the SHIAWASSEE COUNTY BOARD OF COMMISSIONERS, COUNTY CLERK, TREASURER, REGISTER OF DEEDS, DRAIN COMMISSIONER, and SHERIFF (hereinafter referred to as the "EMPLOYERS") and the SHIAWASSEE COUNTY EMPLOYEES: CHAPTER OF LOCAL #1059, AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO, (hereinafter referred to as the "UNION").

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



## PURPOSE AND INTENT

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

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

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

**ARTICLE 1**

**RECOGNITION**

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

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

## ARTICLE 2

### EMPLOYERS' RIGHTS

Section 1. Except as in this Agreement otherwise specifically and expressly provided, the Employers retain sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; direct and control operation; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employers shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay off, and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

**ARTICLE 3**

**UNION RESPONSIBILITY**

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

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

**ARTICLE 4**

**NO STRIKE CLAUSE**

Section 1. The Employers will not lock out employees during the term of this Agreement.

Section 2. 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 Employers. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge. The Employers shall not lock out employees during the term of this Agreement.

## ARTICLE 5

### TEMPORARY EMPLOYMENT

Section 1. The County reserves the right to hire temporary or irregular part-time employees in the cases of:

- A. Emergencies.
- B. Vacancies created by trial periods.
- C. Vacancies created by resignations.
- D. Other extraordinary circumstances.
- E. Vacancies created by sick leave, personal leave, long term disability, vacation or other leaves of absence, as well as extra work which may be imposed upon various departments due to peak seasons, such as in the Treasurer's Office.

Section 2. The chapter chair shall be notified when the County decides to temporarily fill a position.

Section 3. Such employees shall not be subject to the terms of this Agreement nor shall they be part of the collective bargaining unit.

Section 4. Such temporary or irregular part-time employees shall not be used to displace or replace bargaining unit employees.

Section 5.

- A. The duration of a temporary assignment to a vacant position shall not exceed a total of one hundred twenty (120) working days per calendar year.
- B. The duration of a temporary assignment to fill a vacancy created by resignation shall be one hundred twenty (120) working days.
- C. The duration of a temporary assignment may be extended upon mutual

agreement by the County and the Union. (720 Hours)

Section 6. Volunteers.

- A. The County shall have the right to the use of volunteers from the community to perform work/projects which otherwise would not be performed due to manpower and/or budget limitations.
- B. Such volunteers shall not be used to displace or replace bargaining unit positions.

## ARTICLE 6

### PROBATION

Section 1. Probationary Period. New employees hired in the unit shall be considered probationary employees and employees "at will" for the first one hundred twenty (120) calendar days of their employment. During the probationary period the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire within the unit; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

Section 2. Union Representation During Probation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except employees discharged and disciplined for other than Union activity.



**ARTICLE 7**

**SAVE HARMLESS**

In the event the Employers, acting on the request of the Union, discharge or attempt to discharge an employee for failure to comply with the provisions of Articles 9 and 10, the Union shall indemnify the Employers against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Employers for the purpose of complying with the provisions of this Agreement.

**ARTICLE 8**

**AID TO OTHER UNIONS**

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

## ARTICLE 9

### UNION SECURITY: AGENCY SHOP

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union or pay a service fee in an amount to the Union established by the Union for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount established by the Union, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee in an amount established by the Union to the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

## ARTICLE 10

### UNION DUES AND REPRESENTATION FEES

Section 1. Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues, or a service fee as established by the Union, by signing a proper authorization for the membership dues levied, or the service fee, from the pay of each employee who executes or has executed an Authorization for Check-off of Dues form. The Employers will be notified by the Treasurer of the local Union when the amount of dues are changed.

Section 2. When Deduction Begins. Check-off deductions under all properly executed Authorization for Check-off forms shall become effective at the time the application is signed by the employee and shall be deducted from the second pay of the month and each month thereafter.

Section 3. Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of employees from whom dues or service fees have been deducted as soon as possible after the second payday of the month. The Employers shall further advise said financial officer of the names and addresses of any employee, who through a change in their employment status, are no longer subject to deductions and/or of becoming subject to dues deductions for the first time.

Section 4. Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month in which he/she is no longer a member of the bargaining unit. The local Union will be notified by the Employers of the names of such employees following the end of each month in which the termination took place.

Section 5. Disputes Concerning Payment of Dues or Service Fee. Any dispute arising out of an employee's non-compliance with the provisions of this Article shall be reviewed by the designated representative of either the local Union or Council #25, and if not resolved, shall be decided at the final step of the grievance procedure.

## ARTICLE 11

### STEWARDS AND BARGAINING COMMITTEE

#### Section 1. Stewards.

- A. Employees covered by this Agreement shall be represented by two (2) Stewards, not more than one (1) from a department. The Employers shall be notified of the names of the Stewards. In the absence of a Steward, an alternate may be appointed by the Chapter Chairperson.
- B. The Stewards, during their working hours, without loss of pay, may investigate and present grievances to the Employers, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Stewards leave their work for such purpose without first obtaining approval from their supervisor. Such approval shall not be unreasonably withheld.

#### Section 2. Bargaining Committee.

- A. The Bargaining Committee will include not more than five (5) employees. The Union will furnish the Employers with a written list of the Bargaining Committee members prior to the first bargaining meeting and substitution changes thereto, if necessary.
- B. Employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to

work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Time spent in caucus with the staff representatives of the Union before, after, or between bargaining sessions may be considered as part of the negotiation process. Prior approval of the Department Head is required for attendance at such caucuses if it is to occur on the employee's regularly scheduled work time.

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

## ARTICLE 12

### GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) days after the grievance has become known, or should reasonably have been known by the employee. Grievances must conform to the above stated provisions.

Section 2. Grievance Procedure. All grievances shall be presented in the following manner:

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

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



Section 1 above. The Department Head shall schedule a meeting with the Steward and the employee within five (5) days from the receipt of the grievance and give a written answer to the Steward within five (5) days after the meeting.

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

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

Section 3. Grievance Resolution. Any resolution of a grievance by a Department Head which is contrary to the terms of this Agreement shall not bind the Board of Commissioners nor establish precedent.

Section 4. Time Limitation. The time limits set forth in the grievance procedure shall be

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

Section 5. Selection of Arbitrator. Upon receipt of the Union's notice of intent to arbitrate, the parties, within ten (10) days, shall attempt to mutually agree upon an arbitrator. If agreement is not reached, a panel of arbitrators shall be obtained from the American Arbitration Association under its rules. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employers. All other costs related to arbitration of a grievance shall be borne by the party incurring them.

Section 6. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify, add to, or subtract from this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a "continuing violation" of this Agreement shall not be retroactive more than forty-five (45) days prior to the time the grievance was first submitted under the grievance procedure.

Section 7. The Union representative may meet at a place designated by the Employers on the Employers' property for not to exceed one (1) hour immediately preceding a meeting

with the representatives of the Employers for which a written request has been made.

Section 8. The Chairperson of the bargaining unit shall ask for and be allowed time off from his/her job without loss of time or pay, not to exceed sixteen (16) hours for the current month which shall not be carried over to the following month, to investigate a grievance he/she is to discuss with the Employers. The Chairperson of the unit must receive his/her supervisor's permission in order to take such time off for investigation. Denials shall not be arbitrary or capricious.

Section 9. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee 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 procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief shall be forfeited. The above stated provision does not apply in the event that criminal charges are brought against an employee for the same offense which the Employers disciplined the employee for.

## ARTICLE 13

### DISCHARGE AND DISCIPLINE

#### Section 1. Discharge or Suspension.

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

#### Section 2. Other Disciplinary Action.

- A. Disciplinary action other than discharge or suspension shall be entered in the grievance procedure as provided in Article 12.
- B. When imposing disciplinary action, the Employer shall offer to the subject employee and upon the employee's request, the Employer shall arrange for a Steward to be present.

#### Section 3. Only elected officials have the authority to discipline employees working in

their departments.

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

## ARTICLE 14

### SENIORITY

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

Section 2. Any employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

#### Section 3. Transfer of Employees.

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

**ARTICLE 15**

**SUPER SENIORITY OF STEWARDS AND OFFICERS**

Notwithstanding their positions on the seniority list, the Union shall choose two positions to be granted superseniority which positions shall be one steward and one chapter chair. The purpose of superseniority is to provide for investigation and processing of grievances. In the event of a layoff of any type, the holders of these positions will be continued at work as follows:

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

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

**ARTICLE 16**

**SENIORITY LISTS**

Section 1. Seniority shall not be affected by the age, race, sex, marital status, creed, color, national origin, religion, and handicap as required by law.

Section 2. The seniority list on the date of this Agreement will show the date of hire, names, accumulated hours worked and job titles of all employees of the unit entitled to seniority.

Section 3. The Employers will keep the seniority list up-to-date and will provide the local Chapter Chairperson, upon request, the list at least every ninety (90) days.



## ARTICLE 17

### LOSS OF SENIORITY

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

- (1) Voluntary termination or retirement;
- (2) Unexcused absence for two (2) or more consecutive regularly scheduled workdays without good cause shown which is beyond the control of the employee;
- (3) Layoff for a period in excess of two (2) years or the length of the employee's seniority, whichever is less;
- (4) Unexcused failure to return from a leave of absence on the specified date for return without good cause shown which is beyond the control of the employee.
- (5) Discharge for cause and is not reversed through the grievance procedure set forth in this Agreement.

## **ARTICLE 18**

### **SHIFT PREFERENCE**

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

## ARTICLE 19

### JOB POSTING AND BIDDING PROCEDURE

Section 1. Vacancies. Vacancies and/or newly-created positions within the bargaining unit, other than those resulting from layoff, shall be filled on the basis of seniority and qualifications. Reclassification of a position shall not be treated as creating a vacancy.

Section 2. Posting. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in the Courthouse and on all Union bulletin boards. Employees interested shall apply within the seven (7) calendar days' posting period.

#### Section 3. Trial Period.

- A. The senior employee who meets the minimum requirements shall be granted a ten (10) working day trial period to determine:
- Desire to remain on the job.
  - Ability to perform the job.
- B. The ten (10) working day trial period may be extended by mutual agreement.
- C. During the ten (10) working day trial period the employee shall have the opportunity to revert back to his former classification.
- D. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the employer with a copy to the Steward. The matter may then become a proper subject for the third step of the grievance procedure.

- E. During the ten (10) day trial period, the employee will continue to receive the pay rate the employee received prior to transfer/promotion:

Section 4.

- A. Upon successful completion of the trial period, the pay rate shall be that of the classification into which the employee has been transferred/promoted.
- B. The Step at which the employee shall be paid shall be the same as that at which he was paid in the prior classification if the classifications are the same or if the new classification is lower. The employee shall advance to the next step on the same date he would have advanced in the prior classification.
- C. Promotion - In the event the new job is paid at a higher classification, the employee shall be paid at the lowest step of the new classification that achieves a pay increase. Thereafter the employee will advance to the next consecutive step after a period of ninety (90) days or the employee's anniversary date whichever occurs first.

Section 5. In the event the senior applicant is denied the posted job, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the third step of the grievance procedure.

## ARTICLE 20

### LAYOFF

Section 1. Definition. The word "layoff" means a reduction in the work force.

Section 2. Notice. In the event of a layoff, the Employers' representative shall send to the Chapter Chairperson at least ten (10) calendar days prior to the effective date of layoff, a list of the employees scheduled for layoff, their seniority, departments, and classifications.

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

Section 3. Order. When a layoff in a classification within a department takes place:

- A. Temporary employees shall be laid off first.
- B. Probationary employees in that classification and in that department shall be laid off next.
- C. Thereafter, employees in that classification within that department having seniority shall be laid off in the inverse order of their seniority, providing the remaining employees in that classification within that department have the skill, ability, and qualifications to perform the required work.

Section 4. Bumping. Seniority employees who are laid off pursuant to paragraph Section 3.C, shall have the right to bump providing:

- A. The employee must bump into another classification within his/her own department of equal or lower pay grade for which he/she has the skill, ability and qualification as determined by the Department Head. The employee must be able to perform the functions of the job satisfactorily within twenty (20) working days as determined by the Department Head.

B. If there are no such classifications in the same department the laid off employee may bump into an equal or lower-paying classification in another Department covered under this Agreement provided that the following is adhered to:

1. The employee has greater seniority than the person he/she wishes to bump.
2. The laid off employee must notify their Department Head and/or other affected Department Head within three (3) days after receipt of the layoff notice of his/her intent to exercise his/her bumping rights.
3. The bumping employee is more qualified for the job than the incumbent employee as determined in the sole discretion of the Department Head involved.
4. Within two (2) working days after receipt of the request to bump, the Department Head will indicate whether the bump will be allowed pursuant to the above provisions. If the Department Head indicates the bump will not be allowed, he/she will notify the Chapter Chair of such decision and reasons therefor. Such denial is a proper subject for the grievance procedure.
5. The employee will then be given the opportunity to make another selection within two (2) days if not permitted to bump into that Department and the procedure will then be followed again as stated herein.

Section 5. An employee bumped by another shall have bumping rights in accordance with the procedures outlined above, or accept a layoff.

## ARTICLE 21

### RECALL PROCEDURE

Section 1. Recall. When the work force is increased after a layoff, the following procedure will be followed:

- A. If there is an increase in the job classification of the laid-off employees, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first.
- B. Notice of recall shall be sent to the employee's last known address by registered or certified mail.
- C. In the event the employee fails to report to work within fourteen (14) calendar days from the date of receipt of notice of recall (or later if agreed upon by the Employer in writing), he/she shall be considered a voluntary quit.
- D. It is the employee's sole responsibility to maintain his/her correct address with the Employers.
- E. The Employers assume no responsibility in the event recall notice is not received because the last known address is not correct.

Section 2. An employee who has been displaced by bumping shall be considered as laid off for the purpose of this article.

**ARTICLE 22**  
**WORKING HOURS**

**(Workday and Workweek)**

**Section 1. Workday.** The normal workday for regular full-time employees shall be eight (8) hours per day, excluding a one (1) hour unpaid lunch period.

**Section 2. Workweek.** The normal workweek for regular full-time employees shall be forty (40) hours per week, excluding non-paid lunch periods.

**Section 3. Part-Time.** There will be no regular workday or regular workweek for part-time employees.

**Section 4.** The above sections shall not be construed as and are not a guarantee of any number of hours of work per week.

**Section 5. Shifts.** Work shift may be established by the Department Head or as established by law.

**Section 6. Breaks.**

A. Employees may take a fifteen (15) minute break in the A.M. and also a fifteen (15) minute break in the P.M. as scheduled by the Employers, or in the first half and second half of their regular shift as scheduled by the Employers, whichever may apply.

B. Work breaks do not accumulate if not taken.

**Section 7. Pay Checks.** It is mutually agreed that paychecks will be issued to evening shift employees at the completion of their shift prior to their regularly scheduled payday.



## ARTICLE 23

### RATES FOR NEW CLASSIFICATIONS

#### Rates for New Jobs.

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

## ARTICLE 24

### SPECIAL CONFERENCES

#### Section 1.

- A. Special conferences for important matters other than grievances will be arranged between the Chapter Chairperson and the Employers or its designated representative upon the request of either party.
- B. Such meetings shall be between two representatives of the Union and two representatives of management. This meeting may be attended by a representative of the Council and/or a representative of the International Union, and a representative of the Employers.
- C. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
- D. Conferences shall be held at a mutually-agreed-upon time.
- E. Matters taken up in special conference shall be confined to those included in the agenda.
- F. The members of the Union shall not lose time or pay for time spent in such conferences.

Section 2. The Union representative may meet at a place designated by the Employers on the Employers' property for at least one-half hour immediately preceding the conference with the representatives of the Employers for which a written request had been made.

**ARTICLE 25**

**SAFETY**

Section 1. The Employers will make every reasonable effort to provide and maintain safe working conditions.

Section 2. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report all injuries and unsafe working conditions to their Department Head or supervisor.

**ARTICLE 26**

**NEW EMPLOYEE ORIENTATION**

Section 1. The Employers agree to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employers.

Section 2. In the process of new hire orientation the Employers shall arrange a period of time for the Union representative to meet with new hires.

## ARTICLE 27

### UNION BULLETIN BOARDS

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

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

**ARTICLE 28**

**CLASSIFICATIONS AND PAY RATES**

**Section 1.**

- A. The following classifications of employees shall be compensated pursuant to the appropriate pay grade level of the following salary schedules and advance accordingly.
- B. The Employer may hire new employees at up to the one year rate in their job classification. The Employer shall provide documentation to the Chapter Chair that demonstrates the basis of this decision.

<u>Level</u>	<u>Title</u>
03	Accounts Payable Clerk
02	Animal Control Attendant I
04	Animal Control Attendant II
05	Animal Control Officer
03	Deputy County Register Of Deeds II
03	Deputy County Treasurer II
02	Drain Clerk/Receptionist
02	Drain Maintenance Worker
03	Elections Clerk
03	Maintenance Worker
02	MSU Extension Secretary
04	Payroll Clerk
03	Secretary - Veterans Affairs
03	Tax Description Clerk
02	Vital Records Clerk

Section 2. Wage Scale for 2009 (+ 0% increase on the base)

- A. Employees shall receive a base wage consistent with the 2009 wage schedule.
- B. In the event an employee's base wage rate as of December 31, 2008, exceeds the salary on the 2009 schedule below for the employee's respective classification and date of hire, the employee's 2009 wage will be "red-lined", i.e., remain at the rate in effect on December 31, 2008, until such time as the employee's progression on the wage scale results in a wage increase.

	<u>START</u>	<u>6 month</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>
02	\$22,845	\$23,419	\$24,007	\$25,255	\$26,568	\$27,948
03	\$24,774	\$25,395	\$26,034	\$27,386	\$28,811	\$30,309
04	\$27,008	\$27,686	\$28,380	\$29,857	\$31,409	\$33,041
05	\$29,344	\$30,080	\$30,835	\$32,438	\$34,123	\$35,899
06	\$32,085	\$32,889	\$33,714	\$35,468	\$37,312	\$39,253

Section 3. Wage Scale for 2010. The wage rates shall remain the same as the 2009 scale or be subject to a "wage reopener" at the Union's request.

Section 4. Wage Scale for 2011. The wage rates shall remain the same as the 2010 scale or be subject to a "wage reopener" at the Union's request.

## ARTICLE 29

### LONGEVITY

Section 1. Employees hired after December 31, 1984, shall not be eligible for longevity benefits.

Section 2. Each eligible full-time and part-time employee will receive a longevity payment, said payment to be based upon the following schedule:

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

Section 3. Longevity payments shall be made upon completion of the employee's anniversary year.

Section 4. Part-time employees are also entitled to longevity payments. Such payments to be made on a pro-rated basis.



## ARTICLE 30

### OVERTIME and PREMIUM PAY

Section 1. All overtime must be authorized/approved beforehand by the employee's department head or supervisor except in emergency situations.

Section 2. Time and one-half will be paid as follows:

- A. Daily Overtime - For all hours worked over eight (8) in one day or over ten (10) hours in one day in those departments which have a four-day, ten-hour work week.
- B. Weekly Overtime - For hours paid and/or worked in excess of forty (40) hours per week.

Section 3. No Duplication of Overtime Pay Involving Same Hours. Nothing contained in this agreement shall be interpreted as requiring a duplication (also known as pyramiding) of holiday, daily, or weekly overtime payments involved in the same hours of labor.

Section 4. All County employees eligible for overtime will be compensated by one of two methods:

- A. Monetary. Payment shall be computed at the rate of time and one-half of the employee's regular rate.
- B. Compensatory Time.
  - 1. Upon approval of the employee's department head, the employee will be credited with compensatory time at the rate of one and one-half hours for each hour of overtime worked.
  - 2. Compensatory time may be accumulated to a maximum of twenty (20) hours at any one time and must be taken within twelve (12) months of the date it was earned.

Section 5. It is not the intent of the Employers to encourage the use of compensatory

time in lieu of monetary compensation.

Section 6. Equalization of Overtime.

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

Section 7. Assignment of Overtime. Whenever overtime is required, the employee with the least number of overtime hours in that classification within the department will be assigned/called first and so on down the list in an attempt to equalize overtime hours.

- A. For the purpose of this section, time not worked because the employee was unavailable will be charged the average number of overtime hours of the employees working during that call-out period (four (4) hour minimum).

Section 8. Call Back. After an employee has left the premises and is called back to work overtime, that employee shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

## ARTICLE 31

### PENSION

Section 1. Employees will be members of the pension plan adopted by the County known as the Municipal Employees' Retirement System of Michigan (MERS) and shall receive the following benefit:

- A. Benefit Program B-2. Benefit at retirement is based on two (2) percent of the member's final average compensation multiplied by years and months of credited service.
- B. FAC-3. Final average compensation is computed on the highest thirty-six (36) consecutive months of earnings divided by three (3).
- C. Vesting. The vesting period is ten (10) years.
- D. Age Waiver F/55 with 20 years. Employees may retire with full benefits at age 55 years with twenty (20) or more years of credited service.
- E. Cost.
  - (1) The Employer shall pay the full cost (100%) of the employee's share of the contribution requirement for employees hired prior to January 1, 2009.
  - (2) The Employer shall pay all cost which exceeds the employee's requirement to pay five (5) percent of gross wages for employees hired after January 1, 2009. Employees hired after January 1, 2009 shall contribute five (5) percent of their gross wages to the cost of their pension plan.

## ARTICLE 32

### HOSPITALIZATION AND DENTAL INSURANCE

#### Section 1. Hospitalization Insurance.

##### A. Basic Coverage:

1. The County shall provide, subject to the cost-sharing provisions of this agreement, hospital-medical insurance for each full-time employee and their legal dependents. (Note: At the employee's option, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.)
2. The benchmark insurance plan provided shall be the Community Blue Plan CB-6, with Preferred Prescription Drug Rider (\$10.00 generic/\$20.00 brand name Co-Pay) with three month mail rider if available, if not with two month mail rider; or another carrier which provides a comparable benefit level.
3. Beginning January 1, 2008 the Employer may substitute another basic plan so long as such decision is based on sound business reasons and the plan is identical to that offered to all employees county-wide, except those covered by PA 312 of 1969.

- B. Benchmark. The Employer's cost of the above Community Blue Plan CB-6 (subject to any caps, maximums or co-pays provided in the collective bargaining agreement) shall establish the benchmark for all Employer obligations including, but not limited to, the cash payment option paid directly to the employee as taxable income as provided in Section D. Waiver below.
- In the event the Employer's premium cost for an optional Health Insurance

Plan elected by the employee exceeds the Employer's premium cost for the Community Blue Plan CB-6 Basic Plan with \$10.00/\$20.00 prescription drug rider and \$10.00 office visit, such differential in premium cost shall be paid by the employee through payroll withholding and the employee shall so authorize in writing.

- C. Optional Alternative Health Plans. In the Employer's discretion and consistent with state and Federal laws and rules and regulations, the Employer may offer optional alternative health insurance plans for eligible employees and their legal dependents for so long as the programs remain available.
- D. Waiver. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to enroll in any medical insurance provided by the Employer. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event an employee executes such a waiver, the Employer shall, pay an amount equal to One Thousand Eight Hundred Dollars (\$1,800.00) directly to the employee as taxable compensation at the termination of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.
- E. Employees losing medical coverage from another source shall provide sufficient advance notice so that the employee and dependents, where eligible, can be re-enrolled in a health care plan beginning the first day of the month following the effective loss of coverage.

F. Employee Co-Pay.

- (1) Employees with a date of hire prior to January 1, 1996, shall cost share 10% of the applicable premium by payroll withholding.
- (2) Employees hired after January 1, 1996, shall co-pay 20% of the total cost of the premium for whatever insurance plan is selected.

G. No Double Health Insurance Coverage. No employee shall be eligible for double health insurance coverage in a circumstance where their spouse also works for the County or any of its Departments. Under such circumstances, there shall only be one (1) health insurance coverage for the employee and such employee and their spouse must make an election as to who will be the primary insured. The employee not receiving the health insurance coverage as the primary insured shall be paid One Thousand Eight Hundred Dollars (\$1,800.00) per year on a pro rata basis. Payment shall be made at the end of the calendar year of eligibility. If the employee's spouse is covered under a collective bargaining contract that does not permit the above, then the employee covered by this contract shall not be the primary insured.

H. COBRA. The employee shall have the option, upon termination of employment, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

I. Retirement. The employee shall have the option, upon retirement, of individually assuming the cost of the hospital medical insurance policy in which the employee is enrolled at the time of retirement.

J. Notwithstanding any contrary provision, the Board of Commissioners may change health insurance carriers provided that comparable coverage is

obtained and that the Union is notified at least thirty (30) days prior to such change.

Section 2. Dental Insurance.

The County will pay the full premium for Dental Insurance (Class I and Class II benefits) for employees and their dependents

Section 3. Vision Insurance.

The Vision Plan is currently the Blue Vision Plan, provided by Vision Service Plus (VSP), which provides: Eye Exams, Eyeglass Frames and Eyeglass Lenses once every twenty-four (24) months. Members may obtain either eyeglasses or contact lenses each twenty-four (24) months, but not both. Benefits are subject to co-pays as detailed on the Blue Vision Benefits at-a-glance.

**ARTICLE 33**

**LIFE INSURANCE**

The Employer agree to pay the full premium for a Twenty-Five Thousand Dollars (\$25,000) Term Life Insurance policy and a Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment policy for the employee while employed.



## ARTICLE 34

### SICK LEAVE

Section 1. Each regular employee shall be credited with twelve (12) sick days at the outset of each calendar year to be used as paid sick leave. During the first year of this Contract employees shall be credited with the balance of the twelve (12) days on a pro-rata basis.

Section 2. Sick leave shall be earned by part-time employees proportionately to the amount of time worked.

Section 3. Probationary employees shall earn and accrue sick time but shall not be able to use such time until successful completion of probation.

Section 4. Employees are expected to notify their Department Head or his/her agent at the earliest opportunity when they will be off work because of illness.

Section 5. Sick leave time shall be used only in the event of the illness or injury of the employee, the employee's spouse, parent, or child; or doctor and dental appointments as provided in Section 6. below.

Section 6. Sick leave may be utilized by an employee for appointments with a doctor or dentist to the extent of time required to complete such appointments. Under such circumstances, the employee shall make a request for sick leave use at least twenty-four (24) hours in advance unless emergency conditions exist.

Section 7. No sick leave shall accrue during unpaid leaves of absence.

Section 8. 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.

Section 9. Donation. Accrued sick time may be donated to other employees with the approval of the immediate supervisor of those employees granting and receiving sick days and notice to the Board of Commissioners.

Section 10. Workers' Compensation Supplement. In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Workers' Compensation Law, accrued sick leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Workers' Compensation Law.

Section 11. The Employer may require a doctor's certificate of the physical condition for absences in excess of three (3) days.

Section 12. Sick leave may accumulate if not used or donated, but the total accumulation shall not exceed thirty (30) working days in addition to that accrued in the current year.

Section 13. Annual Pay-out. In the event an employee with thirty (30) days of accumulated sick leave accrues additional leave, the leave earned above and beyond thirty (30) day accumulation shall be cashed out at the rate of fifty percent (50%). Payment shall be paid on the first pay period of the fiscal year.

Section 14. Pay-off at Termination. The County shall pay-off fifty percent (50%) of the accumulated sick leave of employees including that accrued in the current year in the event of voluntary termination or retirement. Such sick leave pay-off shall be at the salary rate in place at the time of termination.

Section 15. If terminated by the Employer for just cause, no accrued sick leave benefit will be paid to the employee,

## ARTICLE 35

### DISABILITY PLAN

Section 1. Employees shall be provided with a disability plan as follows.

A. Elimination Period. The first forty-five (45) calendar days of any disability leave shall be covered by the employee's accrued time.

B. Self-Insured Coverage.

1. Beginning with the forty-sixth (46th) calendar day through the ninetieth (90th) calendar day, an employee shall receive an Employer paid disability payment at seventy percent (70%) of their base pay rate as of the date of onset of disability with no deduction from the employee's accrued leave or time off.
2. Beginning with the ninety-first (91st) calendar day through the one hundred eightieth (180th) calendar day, the disabled employee shall receive an Employer paid disability payment at sixty percent (60%) of their base pay rate as of the date of onset of disability with no deduction from the employee's accrued leave or time off.
3. The Employee may elect to use their accrued time to supplement the Employer paid disability pay.
4. No leave time shall accrue based on disability payments under this plan.

C. Commercial Coverage.

1. Beginning with the one hundred eighty-first (181st) day following onset of disability until age sixty-five (65) or a continuous period of three (3) years (whichever occurs first), an employee shall receive sixty percent (60%) of their regular basepay rate as of the date of

onset of disability from long-term disability insurance provided at the Employer's expense.

2. No leave time shall accrue based on disability payments under this plan.

## ARTICLE 36

### LEAVES OF ABSENCE

#### Section 1. Unpaid Leaves.

- A. Mandatory. Unpaid leaves of absence shall be granted as follows:
1. Serving in any elected or appointed position, public or union - two (2) years.
  2. Unpaid leaves shall be granted to an employee who becomes a parent either by birth or adoption for a period not to exceed ninety (90) days from the date of birth or adoption. Upon written request, such leaves may be extended by the Employers for up to two (2) years duration.
- B. Permissive. Unpaid leaves may be granted by the Employers as follows:
1. Prolonged illness in immediate family - up to one (1) year.
  2. Education Leave - up to one (1) year.
- C. Seniority. Employees on approved unpaid leaves of absence shall retain the seniority attained as of the date of the approved leave.
- D. Accrual of Benefits. No benefits shall continue or accrue while on any approved unpaid leave provided under this Article.
- E. COBRA. The employee may pay to the County Clerk the premiums of insurance to keep them in effect during a leave.
- F. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position of the same nature.

## Section 2. Paid Leaves.

- A. Paid Mandatory Union Leave. Members of the Union elected to attend a function of the International Union and/or Council #25, such as conventions or educational conferences, shall be allowed time off without loss of time to attend such conferences and/or conventions, not to exceed five (5) working days and limited to two (2) members each occasion. A written request must be made two (2) weeks in advance in order to receive time off.
- B. MERS Representation. One employee may attend the annual MERS convention without loss of pay for a maximum of two (2) days, to be deducted from the above referenced five (5) days. All expenses shall be paid by the employee.
- C. Paid Military Leave. Employees enlisted in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year will be the normal limit.
- D. Paid Jury Duty/Witness Leave. An employee who loses time from his assigned schedule of work because of jury duty service, or to testify pursuant to a subpoena provided it is not on a personal matter of the employee, shall be paid for such time lost at his hourly rate plus shift differential, if applicable. Jury duty and witness fees received shall be offset against such pay, excluding mileage or reimbursed expenses. Any absence as the result of an employee serving on jury duty or witness service shall be considered as time worked.

The employee shall furnish the Employers with a written statement

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

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

E. Paid Funeral Leave.

1. An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as: mother, father, step-parent, wife, husband, son, daughter, step-child, mother-in-law, father-in-law, brother, sister, grandparent and grandchild.
2. Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (½) funeral leave day with pay, not to be deducted from sick leave.

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

Section 3. Family and Medical Leave.

- A. Eligibility. Employees who have been employed for at least twelve (12) months and have worked for at least 1,250 hours of service during the twelve (12) months immediately preceding a request for a leave are eligible for leaves of absence for the following reasons:
  1. The birth of a child and to care for the newborn child;
  2. The placement with the employee of an adopted child or a child under foster care;
  3. To care for the employee's spouse, son, daughter or parent with a "serious health condition;" and
  4. Because of a "serious health condition" that makes the employee unable to perform the functions of his or her job.
- B. Entitlement. An eligible employee is entitled to a total of twelve (12) work weeks of leave during a "rolling" 12-month period measured backward from the most recent date an employee uses Family and Medical Leave Act ("FMLA") leave.
- C. Definitions. For purposes of leaves under subsections A.3 and A.4 above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach,



minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

D. Procedures.

1. Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated date of the leave, and its anticipated duration.
2. Employees must utilize all accrued paid sick leave prior to going on unpaid leave for conditions A.3 and A.4 above. Employees must utilize all accrued paid sick, vacation and personal leave up to a combined balance of ten (10) days vacation and personal leave for conditions A.1 and A.2 above.
3. Employees may be required to provide medical certification of the need for the leave.
4. The provisions of this section are supplemented by the Employer's Family and Medical Leave Policy, and are further explained by the Family and Medical Leave Act of 1993 and the regulations promulgated under that act.

**ARTICLE 37**

**VACATION ELIGIBILITY**

Section 1. An employee will earn vacation with pay in accordance with the following:

One (1) year -----	Ten (10) workdays.
After two (2) years -----	Eleven (11) workdays.
After three (3) years -----	Twelve (12) workdays.
After four (4) years -----	Thirteen (13) workdays.
After five (5) years -----	Fourteen (14) workdays.
After six (6) years -----	Fifteen (15) workdays.
After seven (7) years -----	Sixteen (16) workdays.
After eight (8) years -----	Seventeen (17) workdays.
After nine (9) years -----	Eighteen (18) workdays.
After ten (10) years -----	Nineteen (19) workdays.
After eleven (11) years -----	Twenty (20) workdays.
After twelve (12) years-----	Twenty-One (21) workdays.
After thirteen (13) years-----	Twenty-Two (22) workdays.
After fourteen (14) years-----	Twenty-Three (23) workdays.
After fifteen (15) years-----	Twenty-Four (24) workdays.
After sixteen (16) years-----	Twenty-Five (25) workdays.

Section 2. An employee's eligibility year shall be defined as the twelve month period immediately preceding the employee's anniversary date, and in yearly periods thereafter. Such vacation leave with pay shall accrue on each anniversary date, and not before, and employees may carry over from one anniversary date to the next, fifteen (15) days vacation time.

Section 3. Part-time employees working part-time for the County, but not less than twenty (20) hours per workweek, shall be allowed vacation time proportional to the amount of time regularly worked.

Section 4. Employees with less than one year continuous service, but after six (6) months, shall be eligible to receive their applicable portion of vacation leave calculated on the basis of ten (10) days of paid vacation for a full year of service.

- A. In the event vacation time is taken between six (6) months and the first anniversary date the amount of vacation so taken shall be deducted from the ten (10) day allocation which would otherwise be credited on the one (1) year anniversary.

Section 5. Employees shall not accumulate vacation leave while on Leaves of Absence Without Pay.

## **ARTICLE 38**

### **VACATION USAGE**

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. However, it is understood that the Department Head must give his/her approval prior to an employee being eligible to take a vacation day. The Department Head shall not be arbitrary and capricious in the denial of the use of vacation days.

Section 2. Vacation leave may be used in any combination of days, and must be used in four (4) hour increments or more.

Section 3. Legal holidays, which are counted as days off with pay by the County, shall not be deducted from an employee's vacation leave period or accumulation when they fall during a period of vacation leave.

Section 4. If a person has a reason to use funeral leave during a period of vacation leave usage and such leave is documented to the department head's satisfaction, such time may be considered as funeral leave use instead of vacation leave and will not be deducted from the employee's vacation leave.

Section 5. If an employee becomes ill and is under the care of a licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The Employers may require medical documentation of any illness claimed during an employee's vacation.

Section 6. A vacation may not be waived by an employee and extra pay received for work during that period, unless mutually agreed to by the Union and the Department Head and the Board of Commissioners.

Section 7. Vacation leave accrued, but not yet taken or paid at time of separation, will be forfeited unless the employee, prior to quitting, gives a two-week written notice of their intention to quit. A forfeiture of accrued vacation leave or pay may be required when an employee is discharged for cause and termination is sustained.

Section 8. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year.

Section 9. Rate during vacation. Employees will be paid their current rate based on their regular scheduled workday while on vacation and will receive credit for any benefits provided for in this Agreement.

Section 10. Pay Advance. If a regular payday falls during an employee's vacation, he will receive that pay check in advance on the Thursday before payday, provided the employee notifies the Department Head and the Office of the County Clerk, in writing ten (10) calendar days before the payday.

## ARTICLE 39

### HOLIDAYS

Section 1. There shall be fourteen (14) paid holidays designated as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Thanksgiving Day	Veteran's Day
President's Day	Friday Following Thanksgiving
Good Friday	Day Before Christmas Day
Memorial Day	Christmas Day
Fourth of July	Day Before New Year's Day

Section 2. Employees will be paid their current rate based on their regularly scheduled workday for said holidays.

Section 3. Employees who work on the above holidays shall be paid the holiday premium rate of one and one half (1 ½) times their regular rate of pay for all hours worked. This shall be in addition to the holiday pay provided at Section 2 above.

Section 4. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Section 5. Each full-time employee shall receive holiday pay provided the employee meets the following eligibility requirement: the employee works the work day scheduled immediately prior to and following the holiday, unless failure to work on either or both such days is excused because of (A) personal sickness or injury, (B) approved vacation, (C) personal leave, or (D) other circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

ARTICLE 40

PERSONAL LEAVE DAYS

Section 1. Each full-time employee paid on an annual basis may be allowed personal leave subject to the following:

- A. Employees with at least one (1) year of seniority by December 31st of any year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.
- B. Employees with less than twelve (12) months service during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) personal days within any calendar year until he/she has passed this first anniversary date at which time Section 1-A shall apply thereafter.

Section 2. Personal leave days shall not be cumulative nor are they reimbursable upon termination.

Section 3.

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

**ARTICLE 41**

**MILEAGE**

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



## ARTICLE 42

### TUITION REIMBURSEMENT

A full-time employee with six (6) months service or more will be eligible to receive a tuition refund in the amount of fifty percent (50%), up to a maximum of One Hundred Fifty Dollars (\$150.00) for each calendar year, for courses taken offered by accredited Public Schools or accredited Public or Private Colleges and Universities.

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

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

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

## ARTICLE 43

### COMPUTATION OF BENEFITS

Section 1. All hours paid to an employee by the Employers shall be considered as hours worked for the purpose of computing any of the benefits of this Agreement.

Section 2. Employees normally scheduled to work thirty-two (32) hours or more each week will receive full benefits.

Section 3. Employees normally scheduled twenty (20) hours per week, but less than thirty-two (32) hours will receive benefits pro-rated on the basis of the proportion of the time worked to full time employment and part-time employees will be responsible for their proportional share of any premium cost for any insurance coverage being provided.

Section 4. Part-time employees who work less than twenty hours shall receive no fringe benefits.

**ARTICLE 44**

**WORKERS' COMPENSATION**

**(On-the-Job Injury)**

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

**ARTICLE 45**

**VETERANS - RIGHTS**

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

## ARTICLE 46

### WAIVER CLAUSE AND PAST PRACTICE

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement, in writing, hereafter signed by the parties hereto.

Section 3. 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 47**

### **SAVINGS**

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

## ARTICLE 48

### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 2011.

Section 1. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

Section 2. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party (60) days written notice prior to the current year's termination date.

Section 3. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington, Lansing, Michigan 48906; and if to the Employers, addressed to the Shiawassee County Board of Commissioners, Jake Surbeck Building, Corunna, Michigan 48817, or to any such address as the Union or the Employers may make available to each other.

Section 5. Benefits of this contract shall be retroactive only to those on the payroll or leave of absence on the effective date of ratification or to those who exercised retirement benefits during the life of this contract.

Section 6. Production of Agreement.

- A. The Employer will provide the Union with a draft contract within 20 work days of ratification. A copy will be provided to the Chapter Chair.
- B. The Union will respond within 30 days.
- C. The Employer will print and distribute the Agreement within 30 days of (final) Union proofreading.

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

FOR THE UNION:

FOR THE EMPLOYERS:

Doreen Hilgendorf 10-16-09 Date  
Doreen Hilgendorf  
Chapter Chairperson

Henrietta Sparkes 08-20-09 Date  
Henrietta Sparkes  
Chairperson of the Shiawassee  
Board of Commissioners

Sandra Ruddell 10-19-09 Date  
Sandra Ruddell  
Negotiation Team

Lauri L. Braid 9-14-09 Date  
Lauri L. Braid  
Shiawassee County Clerk

Thomas Accord 10-21-09 Date  
Thomas Accord  
Negotiation Team

Thomas Dwyer 9/14/09 Date  
Thomas Dwyer  
Shiawassee County Treasurer

John A. Michalec 10-19-09 Date  
John A. Michalec  
Council 25 Staff Representative

Lori Kimble 9/17/09 Date  
Lori Kimble  
Shiawassee County Register of Deeds

Pamela R. Idle 10/21/09 Date  
Pamela Idle  
Negotiation Team

Anthony Newman 9-17-09 Date  
Anthony Newman  
Shiawassee County Drain Commissioner

George Braidwood 9-14-09 Date  
George Braidwood  
Shiawassee County Sheriff





# Shiawassee County

Margaret A. McAvoy  
County Administrator

October 30, 2009

John A. Michalek  
Staff Representative  
AFSCME Council 25  
1034 N. Washington Street  
Lansing, MI. 48906

RECEIVED  
NOV 04 2009  
COUNTY CLERK

Dear Mr. Michalek:

Enclosed please find a copy with an original signature page of the Agreement between Shiawassee County and AFSCME Local Chapter #1059 for the period of January 1, 2009 through December 31, 2011. Please note that page #40 has been corrected to reflect the current pay rates. The pay rates from the January 1, 2006 through December 31, 2008 contract were inadvertently placed in this contract. The current pay rates which are reflected in the November 1, 2006 Letter of Understanding between Shiawassee County and AFSCME Local Chapter #1059 have been inserted into the January 1, 2009 through December 31, 2011 contract.

If you have any questions or concerns please do not hesitate to contact me at (989) 743-2458.

Sincerely,

Margaret McAvoy  
County Administrator

Enclosure

Cc: Bonnie Toskey, Attorney at Law  
Shiawassee County Board of Commissioners  
Lauri Braid, Shiawassee County Clerk  
Tom Dwyer, Shiawassee County Treasurer  
Lori Kimble, Shiawassee County Register of Deeds  
Anthony Newman, Shiawassee County Drain Commissioner  
George Braidwood, Shiawassee County Sheriff  
Doreen Hilgendorf, Chapter Chairperson  
Shiawassee County Employees, AFSCME Local Chapter #1059

**AMENDMENT AGREEMENT  
BETWEEN  
COUNTY SHIAWASSEE,  
BOARD OF COMMISSIONERS,  
AND  
AFSCME**

**WHEREAS,** the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 2009, through December 31, 2011; and

**WHEREAS,** the parties recognize the budget pressure which exists for the 2009 budget year; and

**WHEREAS,** the parties are agreeable to amending the collective bargaining agreement to implement the changes which would result in significant savings for the 2009 budget year.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, August 17, 2009.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after August 17, 2009, through December 31, 2009, shall be expressly contingent upon the participation of all other eligible bargaining units except those in the Sheriff's Office.

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS


AFSCME



Henrietta Sparkes, Chairperson  
Shiawassee County Board of Commissioners

08-17-09

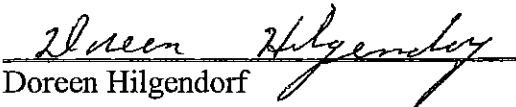
Date



Lauri Braid, County Clerk

8-20-09

Date



Doreen Hilgendorf  
Chapter Chair

8-17-09

Date

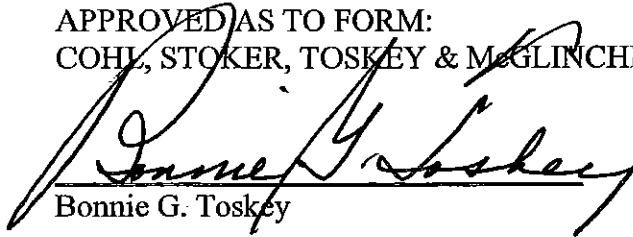


John A. Michalec  
Staff Representative  
Council 25

8-17-09

Date

APPROVED AS TO FORM:  
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.



Bonnie G. Toskey

8-24-09

Date

**AMENDMENT AGREEMENT  
BETWEEN  
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,  
SHIAWASSEE COUNTY CLERK,  
SHIAWASSEE COUNTY TREASURER,  
SHIAWASSEE COUNTY REGISTER OF DEEDS,  
SHIAWASSEE COUNTY DRAIN COMMISSIONER  
SHIAWASSEE COUNTY SHERIFF  
AND  
SHIAWASSEE COUNTY EMPLOYEES  
CHAPTER OF LOCAL #1059  
AFFILIATED WITH MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 2009, through December 31, 2011; and

**WHEREAS**, the parties recognize the budget pressure which exists for the 2010 budget year; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement which would result in significant savings for the 2010 budget year.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

**Animal Control**

1. Employees in the above bargaining unit will take two (2) unpaid furlough hours at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.

4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

### **Buildings & Grounds**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. Employees in the above bargaining unit will take six (6) unpaid furlough days on April 1, May 28, July 2, September 3, October 8, and November 12, 2010.
3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
4. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
5. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

### **Clerk's Office**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. Employees in the above bargaining unit will take six (6) unpaid furlough days to be selected on an individual basis as approved by the County Clerk.
3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.

4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **Drain Commissioner's Office**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010 through January 31, 2010.
2. Employees in the above bargaining unit will take four (4) unpaid furlough days on November 12, December 27, December 28, and December 29, 2010.
3. Employees in the above bargaining unit will take eight (8) additional unpaid furlough days to be selected on an individual basis as approved by the Drain Commissioner.
4. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
5. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
6. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **Equalization**

1. Employees in the above bargaining unit will take thirty-six (36) unpaid furlough hours in addition to the dates set out in paragraph 2 to be selected on an individual basis as approved by the Department Head.
2. Employees in the above bargaining unit will take eight (8) unpaid furlough days on April 5, May 28, July 2, September 3, October 8, December 27, December 28, and December 29, 2010.

3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
4. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
5. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **MSU Extension**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. The above unpaid furlough hour will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **Register of Deeds' Office**

1. Employees in the above bargaining unit will take two (2) unpaid furlough hours at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.

2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **Treasurer's Office**

1. Employees in the above bargaining unit will take two (2) unpaid furlough hours per week at the end of the work day to be selected on an individual basis as approved by the County Treasurer beginning on Monday, January 4, 2010.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

#### **Veterans Affairs' Office**

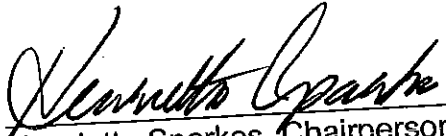
1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.




2. The above unpaid furlough hour will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2010. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2010.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

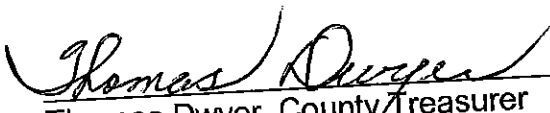
AFSCME

  
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Henrietta Sparkes, Chairperson  
Shiawassee County Board of Commissioners

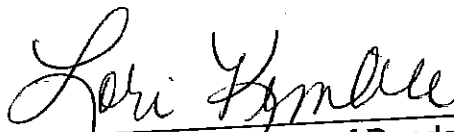
01-20-10  
Date

  
\_\_\_\_\_  
Lauri Braid, County Clerk

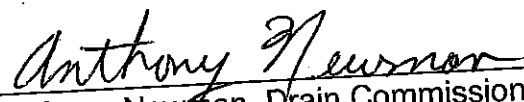
1-15-10  
Date

  
\_\_\_\_\_  
Thomas Dwyer, County Treasurer

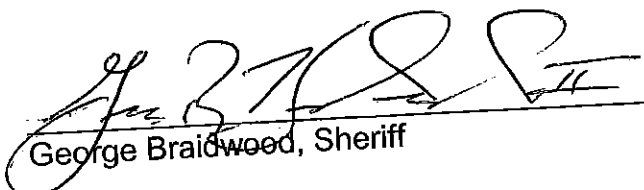
1-19-10  
Date

  
\_\_\_\_\_  
Lori Kimble, Register of Deeds

1-20-10  
Date

  
\_\_\_\_\_  
Anthony Newman, Drain Commissioner

1-15-2010  
Date

  
\_\_\_\_\_  
George Braidwood, Sheriff

1-19-10  
Date

Doreen Hilgendorf  
Doreen Hilgendorf  
Chapter Chair

January 15, 2010  
Date

John A. Michalec  
John A. Michalec  
Staff Representative  
Council 25

1-15-10  
Date

APPROVED AS TO FORM:  
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

Bonnie G. Toskey Jan 25, 2010  
Bonnie G. Toskey

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,**

**SHIAWASSEE COUNTY CLERK,**

**SHIAWASSEE COUNTY TREASURER,**

**SHIAWASSEE COUNTY REGISTER OF DEEDS,**

**SHIAWASSEE COUNTY DRAIN COMMISSIONER,**

**SHIAWASSEE COUNTY SHERIFF**

**AND**

**SHIAWASSEE COUNTY EMPLOYEES**

**CHAPTER OF LOCAL #1059**

**AFFILIATED WITH MICHIGAN COUNCIL #25**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**WHEREAS,** the Employer has negotiated certain furlough days with the Union; and

**WHEREAS,** the work hours of Animal Control Attendant I have been significantly reduced for 2010; and

**WHEREAS,** the County needs attendants to provide for the care, feeding and maintenance of animals housed at the animal shelter on holidays.

**IT IS AGREED AS FOLLOWS:**

1. The Animal Control Attendant I who works on holidays recognized by the AFSCME Agreement shall be paid the holiday premium rate of one and one-half (1½) times the regular employees rate of pay for all hours worked. This shall be in addition to straight time holiday pay

under Article 39, Holidays, notwithstanding §5 requirements of Article 39.

2. This Letter of Understanding shall become effective as of December 24, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on the day and year written below.

**FOR THE UNION:**

Doreen Hilgendorf 1-19-10  
Date  
Doreen Hilgendorf  
Chapter Chairperson

Sandra Ruddell 1-21-10  
Date  
Sandra Ruddell  
Negotiation Team

Thomas Accord 1-19-10  
Date  
Thomas Accord  
Negotiation Team

John Michalec 1-19-10  
Date  
John Michalec  
Council 25 Staff Representative

**FOR THE EMPLOYERS:**

Henrietta Sparkes 01-20-10  
Date  
Henrietta Sparkes, Chairperson  
County Board of Commissioners

Lauri L. Braid 1-20-10  
Date  
Lauri L. Braid, County Clerk

Thomas Dwyer 1/20/10  
Date  
Thomas Dwyer, County Treasurer

Lori Kimble 1-20-10  
Date  
Lori Kimble, Register of Deeds

Anthony Newman 1-20-2010  
Date  
Anthony Newman  
County Drain Commissioner

George R. Braidwood, II 1-20-10  
Date  
George R. Braidwood, II, Sheriff

APPROVED AS TO FORM  
FOR COUNTY OF SHIAWASSEE  
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

By: Bonnie G. Toskey Jan 25, 2010  
Bonnie G. Toskey

**AMENDMENT AGREEMENT  
BETWEEN  
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,  
SHIAWASSEE COUNTY CLERK,  
SHIAWASSEE COUNTY TREASURER,  
SHIAWASSEE COUNTY REGISTER OF DEEDS,  
SHIAWASSEE COUNTY DRAIN COMMISSIONER  
SHIAWASSEE COUNTY SHERIFF  
AND  
SHIAWASSEE COUNTY EMPLOYEES  
CHAPTER OF LOCAL #1059  
AFFILIATED WITH MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 2009, through December 31, 2011; and

**WHEREAS**, the parties recognize the budget pressure which exists for the 2011 budget year; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement which would result in significant savings for the 2011 budget year.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

**Animal Control**

1. Employees in the above bargaining unit will take three (3) unpaid furlough hours in each work week beginning upon the ratification of this agreement.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.

4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Buildings & Grounds**

1. Employees in the above bargaining unit will take three (3) unpaid furlough hours at the end of the last work day falling in each work week beginning upon the ratification of this agreement.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Clerk's Office**

1. Employees in the above bargaining unit will take three (3) unpaid furlough hours at the end of the last work day falling in each work week, closing the office at 1:00 p.m., beginning upon the ratification of this agreement.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Drain Commissioner's Office**

1. Employees in the above bargaining unit will take one hundred fifty-six (156) unpaid furlough hours at the discretion of the Drain Commissioner beginning upon the ratification of this agreement through December 31, 2011.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Equalization**

1. Employees in the above bargaining unit will take sixty-eight (68) unpaid furlough hours in addition to the dates set out in paragraph 2 to be selected on an individual basis as approved by the Department Head.
2. Employees in the above bargaining unit will take eleven (11) unpaid furlough days on January 14, February 18, April 25, May 27, July 1, September 2, October 7, November 23, December 27, December 28 and December 29, 2011.
3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.



4. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
5. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **MSU Extension**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning upon the ratification of this agreement.
2. The above unpaid furlough hour will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Register of Deeds' Office**

1. Employees in the above bargaining unit will take three (3) unpaid furlough hours at the end of the last work day falling in each work week, closing the office at 1:00 p.m., beginning upon the ratification of this agreement.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.

3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

### **Treasurer's Office**

1. Employees in the above bargaining unit will take three (3) unpaid furlough hours at the end of the last work day falling in each work week, closing the office at 1:00 p.m., beginning upon the ratification of this agreement.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

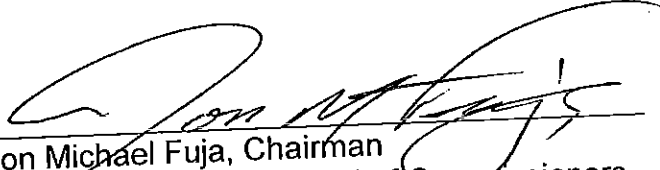
### **Veterans Affairs' Office**

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning upon ratification of this agreement.
2. The above unpaid furlough hour will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.

3. The agreement between the Employer and the Union includes that the reduction in hours and pay shall be effective as to all remaining pay periods effective upon the ratification of this agreement and through December 31, 2011. It is also agreed by both parties that the reduction of the annual salary based on this agreement will not be altered should employment cease prior to December 31, 2011.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2011, through December 31, 2011.

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

AFSCME

  
Jon Michael Fuja, Chairman  
Shiawassee County Board of Commissioners

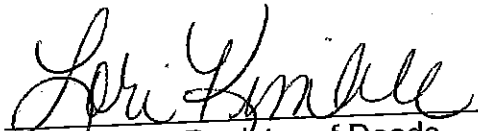
2/10/11  
Date

  
Lauri Braid, County Clerk

2-10-2011  
Date

  
Thomas Dwyer, County Treasurer

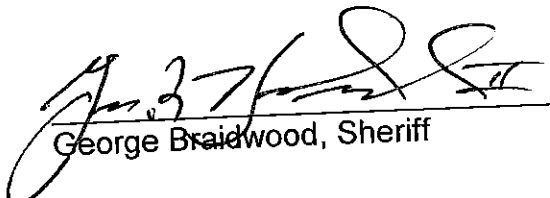
2/15/2011  
Date

  
Lori Kimble, Register of Deeds

2/15/2011  
Date

  
Anthony Newman, Drain Commissioner

2-15-2011  
Date

  
George Braidwood, Sheriff

2-14-11  
Date

Doreen Hilgendorf  
Doreen Hilgendorf  
Chapter Chair

2-10-11  
Date

John A. Michalec  
John A. Michalec  
Staff Representative  
Council 25

2-10-11  
Date

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,**  
**SHIAWASSEE COUNTY CLERK,**  
**SHIAWASSEE COUNTY TREASURER,**  
**SHIAWASSEE COUNTY REGISTER OF DEEDS,**  
**SHIAWASSEE COUNTY DRAIN COMMISSIONER,**  
**SHIAWASSEE COUNTY SHERIFF**  
**AND**  
**SHIAWASSEE COUNTY EMPLOYEES**  
**CHAPTER OF LOCAL #1059**  
**AFFILIATED WITH MICHIGAN COUNCIL #25**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**WHEREAS,** the Employer has negotiated certain furlough time with the Union; and

**WHEREAS,** the Union has requested an amendment to Article 40 Personal Leave Days and Article 38 Vacation Usage to allow employees to utilize said time in less than four (4) hour increments.

**IT IS AGREED AS FOLLOWS:**

1. Employees covered under this agreement shall be allowed to utilize Personal Leave and Vacation Leave in one (1) hour increments or more.
2. This Letter of Understanding shall become effective as of March 21, 2011 and through December 31, 2011.

**IN WITNESS WHEREOF,** the parties hereto have caused this Letter of Understanding to be executed on the day and year written below.

**FOR THE UNION:**

Doreen Hilgendorf 3-24-11  
Doreen Hilgendorf Date  
Chapter Chairperson

Sandra Ruddell 3-24-11  
Sandra Ruddell Date  
Negotiation Team

Thomas Acord 3-24-11  
Thomas Acord Date  
Negotiation Team

John Michalec 3-24-11  
John Michalec Date  
Council 25 Staff Representative

**FOR THE EMPLOYERS:**

Jon Michael Fuja 4/5/11  
Jon Michael Fuja, Chairperson Date  
County Board of Commissioners

Lauri L. Braid 3-22-11  
Lauri L. Braid, County Clerk Date

Thomas Dwyer 3/21/11  
Thomas Dwyer, County Treasurer Date

Lori Kimble 3/22/11  
Lori Kimble, Register of Deeds Date

Anthony Newman 3-22-2011  
Anthony Newman Date  
County Drain Commissioner

George R. Braidwood, II 4-1-11  
George R. Braidwood, II, Sheriff Date



# Shiawassee County

Margaret A. McAvoy  
County Administrator

March 23, 2010

Lauri Braid, County Clerk  
Shiawassee County Courthouse  
208 North Shiawassee Street  
Corunna, MI 48817

Dear Lauri:

Attached please find a signed copy of the Agreement between Shiawassee County Probate Court and The Probate Court/Circuit Court Family Division Employees Association. There are a few items I would like to point out to you about the contract.

1. **Article 32 Term of this Agreement:** The contract is retroactive to January 1, 2009. There is not a wage increase for 2009, 2010 or 2011. There are wage re-openers for '10 and '11 at the Association's request.
2. **Article 25 Insurance, Section 3, Cash in Lieu of Insurance:** Does have an *increase to \$1,800.00*. Because the contract is retroactive to January 1, 2009, I am certain some Association members will be eligible to receive that for 2009.
3. **Article 28 Pension Section 4 B:** Please note that Employees hired after January 1, 2009 shall contribute five percent (5%) of their gross wages to the cost of their pension.
4. **Article 22 Bereavement Leave, Section 2:** This was clarified to read "relative to the first degree".

I believe these are the substantive changes to the agreement from its successor. Please review the agreement and if you have any questions contact me.

Sincerely,

Margaret McAvoy  
County Administrator