

**LETTER OF UNDERSTANDING
BETWEEN
AFSCME LOCAL 411
AND
COUNTY OF MACOMB**

RE: Union Release Time For Local President

- A. The County and the Union agree that for the duration of this Agreement, to which this Letter of Understanding is attached, the President of this Local Union covered by the Master Agreement shall be permitted to devote one-half of his/her County-paid time to various Union duties and responsibilities, subject to the following conditions:
1. In the event the Local Union jurisdictional structure is reorganized or new locals are established, County-paid time shall not be afforded to any additional Presidents unless otherwise mutually agreed upon by the County and the Union.
 2. The name of the President of the Local covered by this Letter of Understanding shall be certified in writing to the Director, Human Resources by the Staff Representative of Council 25, and any subsequent changes shall be certified in like manner and shall include the effective date of each change.
 3.
 - a. The Local Union President shall work one-half of his/her time solely on matters pertaining to his/her respective Local Union. Other members of the Local Union shall not be allowed to utilize the President's Union release time, except as provided in paragraph A.3.b. Whenever the Local Union President wishes to visit a County work site to discuss a Union matter with an employee, a Steward or with the Employer, the Local Union President shall notify and get permission from the affected Department Head or immediate Supervisor. The County may provide a pager to the Local President, at the County's expense. If said pager is provided, the Local President shall carry and respond to all transmissions made by the County during the Local President's regular work schedule.
 - b. In the event of an absence of the Local President lasting more than fifteen (15) calendar days, the Local Vice-President shall be permitted the same Union release time that is normally afforded to the Local President when he/she is not absent. The Staff Representative of Council 25 shall notify the Director, Human Resources in writing that the Local Vice-President is to assume the duties of the Local President during his/her absence. In this circumstance, the Vice-President will be allowed the same union release time as afforded the President through this Letter of Understanding.
 - c. Local Vice-President: In the absence of the Local President lasting fifteen (15) calendar days or less, the Local Vice-President shall be permitted a maximum of two (2) hours per day for every day of absence of the Local President during his/her regular work schedule and without loss of time or pay. Said time shall be solely for the purpose of investigating and presenting grievances to the Employer that have been referred to the Local President. A greater period of time may be permitted by authorization in writing from his/her immediate Supervisor or Department Head.
 4. In addition to the time allotted to the Local President, as specified in Paragraph A.3.a. above, the President will also be allowed to conduct Union business on County-paid time when:

- a. The President is contacted by the Director, Human Resources or by a Department Head regarding a Local 411 matter;
 - b. An emergency situation arises and the President and the Director, Human Resources or designee agree that such an emergency exists;
 - c. The President is sent by the Local to the following Union Conventions:
 - (1) International Conventions held in even-numbered years.
 - (2) Council 25 Conventions held in odd-numbered years.
 - d. Negotiating sessions are scheduled.
5. The Local President must follow the normal procedures for notification to his/her Department Head or designee whenever he/she shall not be on duty for regular County business.
- B. The compensation for the Local President, qualifying above, shall be the obligation of the County and shall be administered subject to and in accordance with the following:
1. The Local President shall be paid a salary equivalent to the straight time bi-weekly rate which he/she would have received had he/she not assumed his/her elected position. His/her salary shall be adjusted in accordance with Appendix A of this Agreement. Said salary shall be full compensation for all duties performed as a Union President and as a County employee during a regularly scheduled pay period. Any compensation by the Local to the Union President shall be in addition to the provisions of this paragraph.
 2. The County will provide fringe benefits in the same manner and to the same extent as other employees covered by this Agreement.
 3. Any expenses (including the use of automobiles) incurred by the President in the performance of his/her duties shall not be the responsibility of the County.
- C. One of the primary purposes of the Letter of Understanding is to promote labor harmony between the County and its employees. When necessary either Party may request a Special Conference to achieve this end. If circumstances warrant immediate attention, the Parties will meet as soon as possible after the request is made.
- D. Except as specifically stated above, the Union agrees to reimburse the County for all legal liabilities, if any, assessed against the County in the event that an AFSCME Local 411 President incurs such liability when functioning in duties or areas unrelated to his or her Local Presidency.

FOR THE UNION:

Ellen Keith
Donna Cingemi

FOR THE EMPLOYER:

[Signature]

Dated: August 9, 2002