

A G R E E M E N T

between

MONTCALM COUNTY BOARD OF COMMISSIONERS

and

**MONTCALM COUNTY AND
DEPARTMENT OF MENTAL HEALTH EMPLOYEES
CHAPTER OF LOCAL NO. 3067**

affiliated with

**MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

Montcalm County

Effective: June 23, 1997 - December 31, 2000

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AGREEMENT

This Agreement, entered into on this 23rd day of June, 1997, between MONTCALM COUNTY (hereinafter referred to as the "Employer") and the MONTCALM COUNTY and DEPARTMENT OF MENTAL HEALTH EMPLOYEES CHAPTER OF LOCAL 3067, affiliated with Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does 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 Employer included in the bargaining unit described below:

All full time and regular part-time employees employed by the County of Montcalm, including the Mental Health Department, BUT EXCLUDING all elected officials, department heads, executives and supervisors, chief deputy of county clerk, chief deputy of county treasurer, chief deputy of register of deeds, chief deputy of drain commissioner, county controller, confidential employees, all ambulance department employees included in another bargaining unit, all sheriff department employees included in another bargaining unit, all attorneys in the prosecutor's office, irregular, temporary and seasonal employees and all employees employed pursuant to state and federal grants.

Section 1.2. Definitions.

The following definitions have been utilized under this Agreement:

(a) Employee. A full-time and regular part-time employee employed by the County of Montcalm including the Mental Health Department of Montcalm County not otherwise excluded from the bargaining unit described herein.

(b) Full-time Employee. An employee in the bargaining unit scheduled to work on a regular schedule normally comprising forty (40) hours per week.

(c) Regular Part-time Employee. An employee in the bargaining unit scheduled to work on a regular schedule normally comprising less than forty (40) hours per week but more than sixteen (16) hours per week.

(d) Irregular, Part-time, Temporary and Seasonal Employee. An irregular, part-time, temporary and seasonal employee is an employee excluded from the bargaining unit whose schedule of work may vary and whose term of employment is of a limited duration.

(e) Supervisor. A supervisor for purposes of grievance administration shall include those elected or appointed Department Heads.

Section 1.3. Non-Discrimination. The parties agree that this Agreement shall be administered without regard to age, race, sex, marital status, creed, color, national origin, religion or handicap as required by law. References to the male gender shall equally apply to the female gender and visa versa. The parties further agree that disputes or complaints under this section may be discussed under the grievance procedure but shall not be subject to the arbitration procedure provided herein and any remedies sought shall be pursued in other administrative or legal forums.

Section 1.4. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for employees included in this collective bargaining unit or make any agreement with any such group or organizations for the purpose of undermining the Union.

Section 1.5. Use of Temporaries/Seasonals. The Employer reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Employer to permanently displace bargaining unit employees with temporary and seasonal employees.

MANAGEMENT RIGHTS

Section 2.1. Reserved Rights. The Union and members of the bargaining unit recognize and agree that the Employer is charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Employer, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Montcalm in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services 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 personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods including subcontracting; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the express terms of this Agreement.

Section 2.2. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within thirty (30) days after the rules and regulations have been established and the Union has received written notice thereof.

UNION SECURITY

Section 3.1. Agency Shop.

(a) Union Members At Time Agreement Effective. 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 representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Non-Union Members At Time Agreement Effective. 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 representation fee equal to dues and initiation fees required for membership commencing, thirty (30) days after the effective date of this Agreement. Such condition shall be required for the duration of this Agreement.

(c) Non-Union Members After Effective Date of Agreement. 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 representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

Section 3.2. Dues Checkoff.

(a) The Employer agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month subject to all of the following subsections.

(b) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretation made thereof.

(c) The Union shall exclusively use the following checkoff authorization form as herein provided.

Section 3.3. Authorization Form.

(a) All checkoff authorization forms shall be filed with the Personnel Officer who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no checkoff shall be made until such deficiency is corrected.

(b) The Employer shall check off only obligations which come due at the time for checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

(c) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefor, that the Employer has sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.

(d) The Union agrees to indemnify and save the Employer harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

(e) Deductions for any calendar month shall be remitted to the address designated to the designated financial officer of Michigan Council No. 25, along with a list of names from whom deductions have been made following the deduction.

(f) The Union shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided the Employer shall provide the Union with the names and address of all new hires, rehires or persons transferred into the bargaining unit as soon as possible after their hire or transfer date.

UNION REPRESENTATION

Section 4.1. Representation. There shall be four (4) employee representatives whose area of responsibility shall be as indicated below.

1 steward	Courthouse
1 steward	Community Mental Health
1 steward	Commission on Aging, Animal Shelter, Sheriff's Department, Extension Office
1 Chapter Chairperson	

The steward shall be authorized to represent employees in their assigned area, and the Chapter Chairperson shall be authorized to represent all bargaining unit employees in accordance with the grievance procedure provided herein. Any grievance settlement agreed upon by the parties shall be final and binding on the Employer, Union and employee(s).

Section 4.2. Notice of Representatives. The Union shall notify the Employer in writing of the names of its employee representatives including any alternates. Alternates will only be recognized when the regular representative is unavailable.

Section 4.3. Reporting. An employee representative shall first receive authorization from his immediate supervisor to leave his work station and shall report back to work promptly when his part in the grievance adjustment has been completed.

Section 4.4. Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of five (5) employees, one of whom shall be the chapter chairperson elected or appointed by the Union. The function of the collective bargaining committee is to meet with Employer representatives for purposes of negotiation modifications to this Agreement.

Section 4.5. Union Bulletin Boards and Notices. The Employer agrees to provide suitable space for Union bulletin board at each building. The Employer agrees to permit stewards to post and maintain Union notices on designated bulletin boards in each building when expressly authorized by officers of the Union. Postings by the Union on such boards are to be confined to official business of the Union. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the Chapter Chairperson will be notified by the County Controller of the nature of the dispute, and the material in question will be removed from the bulletin boards until the dispute is resolved.

SPECIAL CONFERENCES

Section 5.1. Special Conference Request. Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

Section 5.2. Excused Time. The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.

Section 5.3. Lost Time. Employee representatives of the Union at special meetings shall be paid by the Employer for the time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1. Definition of Grievance. A grievance is any dispute between the parties or between the employees and the employer concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the Employer under Section 2.

Section 6.2. Grievance Procedure. All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative.

(a) Verbal Procedure. If an employee has a complaint, he shall, within five (5) days of the occurrence of the incidence which gave rise to the complaint, or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance, discuss it with the immediate supervisor with the object of resolving the matter informally. The employee may have a steward present.

(b) Written Procedure.

Step 1. If the grievance is not satisfactorily resolved at the verbal procedure, the grievance shall be presented by the aggrieved employee or Union representative promptly, and in all cases, no later than five (5) days after the discussion as outlined in the verbal procedure. The grievance shall first be presented to the grievant's department head. The department head shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or steward. A meeting shall be arranged by the Chapter Chairperson or designee, insofar as is practical, with the department head or designee to discuss the grievance. The department head shall give a written answer within five (5) days after receipt of the grievance.

Step 2. If the department head's answer in Step 1 is unsatisfactory, the Union may within five (5) days from receipt of the department head's answer appeal the matter in writing to the Employer's designated representative(s). A meeting shall be scheduled with the Chapter Chairperson to hear the grievance and a written decision shall be rendered by the Employer within ten (10) days from the time the appeal is filed. Both parties shall reserve the right to have non-employee representatives participate in the meeting.

Section 6.3. Grievance Settlement. Any grievance settlement agreed upon by the parties shall be final and binding on the Employer, Union and employee(s).

Section 6.4. Arbitration Request. If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer within twenty (20) working days after receipt of the Employer's answer in Step 2. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 6.5. Selection of Arbitrator. Upon receipt of a timely request for arbitration, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, a panel shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties' alternately striking a name from the panel. The remaining names shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 6.6. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement, or the written rules and regulations of the Employer, and his decisions shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date, which is ten (10) working days prior to the date of the grievance or the date of the incident, whichever is lesser. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no power to rule upon the exercise of the Employer's reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon backpay awards. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 6.7. Expedited Grievances. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at Step 2 of the grievance procedure within five (5) days following the date of such action. The employee must sign the grievance unless it is impossible for him to do so.

Section 6.8. Employee Attendance. If the Employer or the Union requests the aggrieved employee or other necessary persons be present at any Step or Steps of the grievance procedure to participate in discussion, they will be required to do so.

Section 6.9. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step and the Union shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 6.10. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.11. Multi-Forum. An employee who elected to pursue a veteran's preference proceeding may not have the same matter adjudicated through the arbitration procedure provided in this Agreement. Likewise, an employee who has a grievance heard in arbitration thereby waives any right to a hearing under the Veteran's Preference Statute on the same matter.

Section 6.12. Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the grievance procedure or arbitration as provided herein unless the grievance is filed with the Employer during the term of this Agreement or any extension thereof.

DISCIPLINE AND DISCHARGE

Section 7.1. Notice of Discipline. The Employer shall not discipline, suspend or discharge an employee without just cause. Disciplinary suspension or discharge must be by proper written notice to the employee giving specific reasons for the disciplinary suspension or discharge. For informational purposes, a copy of such written notice shall be provided to the Steward.

Section 7.2. Steward Representation. The disciplined, suspended or discharged employee will be allowed to discuss his discipline, suspension or discharge with his steward; and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discipline, suspension or discharge with the employee and the Steward.

Section 7.3. Use of Past Record. In imposing any discharge, suspension or discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction free record during such period of time.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service within the bargaining unit commencing from last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8.2. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time, and shall not be subject to the grievance and arbitration procedure provided in this Agreement. The probationary period shall be extended by the length of an employee's absence if the employee is absent in excess of fourteen (14) days during his probationary period.

Section 8.3. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

Section 8.4. Super Seniority of Chapter Chairperson and Stewards. For purposes of layoff and recall only, the Chapter Chairperson and stewards, in that order, shall head the seniority list provided, however, the Employer shall not be obligated to reassign or to make work for such employees.

Section 8.6. Loss of Seniority. An employee's seniority with the County shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated and said discharge or termination is upheld through the grievance procedure.
- (c) He retires.
- (d) He has been on layoff or a non-paid leave of absence for a period of time equal to his seniority at the time of layoff or leave of absence or two (2) years, whichever is lesser.
- (e) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer unless otherwise excused.
- (f) He is declared mentally incompetent by a probate court of competent jurisdiction.
- (g) If he makes an intentionally false statement on his employment application, on an application for leave of absence, or any other official document.
- (h) If he is convicted of a felony.

LAYOFF AND RECALL

Section 9.1. Layoff and Recall. A reduction in the work force shall be accomplished in the following manner:

(a) Layoff Procedure. The first employee to be laid off shall be the employee with the least seniority in the classification and Department affected; provided, however, that the more senior employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and Department shall be accomplished by the inverse order of seniority, provided however, that the remaining senior employees in the classification have the experience, necessary training and present ability to perform the required work.

(b) Recall Procedure. Employees who are laid off from work shall be recalled to their classification and Department in order of their seniority when the work force is to be increased, provided that the employee has the experience, necessary training and present ability to perform the required work.

(c) Full-time employees shall have preference over part-time employees.

(d) If a laid off employee is rehired into a vacant or newly created position in any department within this bargaining unit, they shall, upon completing probation, be entitled to full county seniority in the new position for benefits, including layoff and recall.

Section 9.2. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner:

(a) Layoff Notice. The Employer agrees to notify in writing an employee who is to be laid off at least seven (7) calendar days in advance of such layoff unless circumstances are such that such notice is not possible.

(b) Recall Notice. Employees who are to be recalled from layoff shall be given advance notice of five (5) calendar days. Such notice may be given verbally, if possible, but in any event written notice shall be sent to the employee at the address on file with the Employer. It is the sole responsibility of the employee to keep on file with the Employer his current address and telephone number.

Section 9.3. State or Federal Funded Positions. The Union acknowledges that because many positions are funded with State or Federal money, if such programs are curtailed or eliminated, the employees occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure; provided this provision is not inconsistent with the rules and regulations governing such State or Federal programs.

JOB POSTING AND BIDDING PROCEDURES

Section 10.1. Vacancies.

(a) Posting. All newly created positions and vacancies that are going to be filled within the bargaining unit shall be posted on the bulletin board for a period of five (5) working days. The posting shall set forth the requirements for the position.

(b) Bidding. Employees wishing to apply for such position may do so with the Employer's Personnel Officer within the posting period. All applicants from within the bargaining unit shall be considered along with all other non-bargaining unit applicants. All applicants shall be considered in regard to their qualifications to satisfactorily perform the required work. The Employer shall consider the employee's work record, training, experience and present ability. All applicants shall be referred to the appropriate Department Head who shall make the final decision. Such decision shall not be subject to the arbitration procedures herein. Temporary vacancies shall not be posted.

TRANSFERS

Section 11.1. Temporary Transfers. The Employer reserves the right to temporarily transfer an employee to another classification or work assignment when additional manpower is needed. The employee shall not suffer a reduction in wages or hours as a result of such transfer.

Section 11.2. Non-Bargaining Unit Transfers. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, she shall have accumulated seniority while working in the position to which she transferred. The Employer reserves the right to establish all terms and conditions of employment for all non-bargaining unit employees including the questions of whether an employee may return to the bargaining unit after said 6 months.

HOURS OF WORK

Section 12.1. Work Day and Work Week. The normal work day for regular full-time employees shall be eight (8) hours, excluding a sixty (60) minute non-paid lunch period. The normal work week for regular full-time employees shall be five (5) work days, Monday through Friday, and shall usually be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times for the court house clerical staff who work the day shift shall remain as was in effect at the effective date of this Agreement unless otherwise changed by mutual agreement, provided however that the Employer reserves the right to establish other work shifts and may stagger starting times to accommodate services.

Section 12.2. Rest Periods. All employees working a normal work day shall be allowed either of the following. The Employer may stagger and schedule rest periods as well as determining which option will be used.

- (a) A fifteen (15) minutes rest period in each half of their work shift, or
- (b) A reasonable time to obtain coffee or other refreshments and an opportunity to consume them at their work areas.

Section 12.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. No overtime shall be worked without direct approval from the employee's supervisor.

(a) All work performed in excess of forty (40) hours within the workweek shall be compensated at time and one-half (1 1/2x) the employee's regular rate of pay. Overtime shall not be paid for less than fifteen (15) minutes in any one day. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

(b) Upon prior approval of the Department Head, compensatory time equal to one and one-half times (1 1/2x) the amount of overtime worked may be taken in lieu of the overtime pay as described in subparagraph (a). In no case shall compensatory time accumulate beyond the amount of forty (40) hours. Compensatory time off shall be scheduled in advance by the employee and approved by the Department Head.

(c) There shall be no pyramiding of overtime premium pay.

Section 12.4. Voluntary Time Off. Upon mutual agreement between the Employer and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

WAGES AND CLASSIFICATIONS

Section 13.1. Rates and Classifications. Classifications of work and hourly rates of pay for each classification are set forth in Appendix A, which is incorporated herein. Wage rates shall become effective the first pay period on or after the date indicated in the appendix.

Section 13.2. New Classifications. When a new classification is established within the bargaining unit by the Employer, the Employer shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Employer agrees to negotiate the rate of pay for the new classification.

Section 13.3. Promotions. The rate of pay for a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that next step above his present rate, whichever is higher.

LEAVES OF ABSENCE

Section 14.1. Leave of Absence Without Pay. Employees may be granted up to one (1) year's leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits, predicated on the length of service with the County, nor shall seniority continue to accumulate beyond that time. Requests for leave of absence shall be in writing and shall be signed by the employee and given to the Department Head and the County Controller. Such requests shall state the reasons for the leave. All leaves of absence in excess of thirty (30) days shall be approved in writing by both the Department Head and the County Controller. Employees shall not take a leave of absence for the sole purpose of obtaining other employment and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Department Head and the County Controller. In the event the Department Head and the County Controller disagree, the issue will be brought before the Board of Commissioners.

Section 14.2. Elected Office Leave, Without Pay. Upon a written request, an employee may be granted a non-paid leave of absence for a period of one (1) year for the purpose of accepting an elected public office. Such leave shall be granted subject to excluding the fringe benefits and seniority provisions of this Agreement.

Section 14.3. Military Leave, Without Pay. Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employer, in writing, as soon as the employee is notified of acceptance in military service and in any event not less than two (2) weeks prior to the employee's scheduled departure.

Section 14.4. Medical Leave, Without Pay. An employee who becomes medically disabled, including maternity leave, may be allowed a leave of absence without pay for a period not normally to exceed one (1) year. Extensions may be granted upon mutual consent of both Employer and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of the disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence.

Section 14.5. Sick Leave, With Pay. Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

(a) Sick Leave Accumulation and Payment. It is agreed that employees may be granted a sick leave of absence under the following conditions and qualifications:

(1) After the completion of his probationary period, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.

(2) Maximum accumulation of sick leave is 720 hours.

(3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.

(4) An employee may convert fifty percent (50%) of her accumulated unused sick leave upon death or retirement under the Employee's pension plan.

(5) An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

(6) Part-time employees will not be allowed sick time, but will be allowed to use vacation time to cover sick leave upon approval of the Department Head and the County Controller.

(b) Sick Leave Use. Upon approval by the Department Head and concurrence of the Personnel Officer, sick leave shall be granted:

(1) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

(2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments. The employee shall be required to return to work following the appointment.

(3) In unusual circumstances, the employee may use sick leave for illness in the immediate family when the employee's presence is required.

(c) Medical Certification. The Employer may request as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal, however, a lesser discipline may be issued by the Employer.

(d) Return Following Sick Leave. Before an employee absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employer that he is fit to again

perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind, and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution; binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the County and the Union.

(e) Work-Connected Disability. An employee disabled as a result of a work-related injury with the Employer may utilize accumulated sick leave which, when added to his Worker's Compensation shall not exceed his normal take-home pay. Such supplement shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

Section 14.6. Funeral Leave, With Pay. In case of death in an employee's immediate family, an employee shall be given up to three (3) working days' leave with pay if work is lost commencing the day following the death, provided the employee attends the funeral. If the funeral is located more than 450 miles away, upon request, the employee will be granted one additional day's leave without pay for travel each way. Immediate family is defined as: spouse, child, father, mother, sister and brother, grandparent, grandchild, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, step-child, step-grandchildren, step-mother, step-father, step-brother and step-sister.

Section 14.7. Jury Duty With Pay. Any bargaining unit employee who is assigned jury duty shall be granted a leave of absence to serve as required up to a maximum of thirty (30) days. He shall be expected to be at work for all scheduled hours when not serving as a juror. Leaves of absence for jury duty shall be with full pay. Fees received by the employee while on duty, not including travel allowance or reimbursement of expenses, shall be returned to the Employer.

Section 14.8. Return from Leave of Absence. An employee returning from a leave of absence of thirty (30) days or less, shall be returned to his former classification and Department. The Employer cannot guarantee a return to the employee's former classification and Department on leaves of absence in excess of thirty (30) days.

Section 14.9. Personal Leave Days With Pay. After completion of their probationary period, three (3) personal leave days with pay shall be granted annually to each full-time employee. Said personal leave days, if used, will be deducted from the employee's sick leave. There shall be no carry over of unused personal leave days from one year to another as personal leave days; however, if the days are not used as such, they shall continue to accumulate as sick leave. The employee shall obtain the approval from her supervisor prior to being absent.

Section 14.10. Seniority Accumulation During Leaves of Absence. Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee

receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

Section 14.11. Family and Medical Leave Act (FMLA). The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under FMLA.

MEDICAL EXAMINATION

Section 15.1. Medical Examination. The Employer reserves the right to require an employee to take a medical examination, at the Employer's expense, if the Employer believes that there is some concern regarding the employee's physical or mental health. Where conditions warrant, an employee may be required to go on a medical leave of absence.

VACATION

Section 16.1. Vacation Benefit. An employee on an Employer-paid leave of absence shall be considered as working for purposes of vacation benefits accrual. Absence from work without pay in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

Section 16.2. Vacation Accrual. Full-time employees shall earn vacation pay and leave in accordance with the following schedule:

(a) An employee earns ten (10) working days' leave and eighty (80) hours pay upon completing one (1) year of continuous employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours' pay after completing six (6) months of employment.

(b) An employee earns fifteen (15) working days' leave and one hundred twenty (120) hours' pay upon completing eight (8) years of continuous employment.

(c) An employee earns twenty (20) working days' leave and one hundred sixty (160) hours of pay upon completing twenty (20) years of continuous employment.

Section 16.3. Vacation Eligibility and Pay. Vacation eligibility shall be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay shall be at the employee's straight-time regular rate exclusive of all premiums at the time the vacation leave is taken.

Section 16.4. Vacation Request. Vacations shall be scheduled in advance with the Department Head's approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same.

Section 16.5. Vacation Conversion/Accumulation. Employees will be permitted to carryover up to five working days leave each year. Vacation time greater than five days unused as of an employees anniversary date of hire is forfeited. An employee may elect to convert up to one-half (1/2) of annual vacation time to cash.

Section 16.6. Regular Part-time Employee Vacation Benefit. Regular part-time employees shall receive a vacation benefit determined in the same manner as full-time employees but vacation leave and pay shall be pro-rated based upon the regular part-time employee's hours of work.

Section 16.7. Holidays During Vacation Leave. A recognized holiday occurring during a scheduled vacation leave shall not be considered as a vacation day.

HOLIDAYS

Section 17.1. Holiday Benefit. All eligible full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight-time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4th	Christmas Eve
Labor Day	Christmas Day
	New Years Eve day

When a recognized holiday falls on a Saturday, it shall be recognized on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be recognized on the following Monday.

Section 17.2. Floating Holidays. All eligible full-time employees of the Mental Health Department will be eligible for the same holidays with the exception of Martin Luther King's Birthday, President's Day, Columbus Day, Veteran's Day, and New Years Eve day which will be recognized as floating holidays. Floating holidays will be scheduled upon mutual agreement between the employee and the Director of Mental Health.

Section 17.3. Holiday Eligibility. An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Department Head.

(b) The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.

(c) The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

(d) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

(e) The employee must not be on a non-paid leave of absence.

(f) Regular part-time employees who are otherwise eligible, shall receive holiday pay based on hours regularly scheduled to work on the holiday, not to exceed 8 hours. If the part-time employee is not scheduled to work, no holiday pay will be received by that part-time employee.

Section 17.4. Holiday Work. Employees who work on a holiday recognized by this Agreement will receive their regular rate for all hours actually worked in addition to their holiday pay. Part-time employees called to work on a holiday when they are not regularly scheduled to work will receive holiday pay for hours actually worked, to a maximum of 8 hours, at the regular rate of pay.

LONGEVITY

Section 18.1. Longevity Benefit. Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule.

<u>Length of Continuous Service</u>	<u>Annual Longevity</u>
5-9 years	\$200.00
10-14 years	300.00
15-19 years	400.00
20 years or more	500.00

Section 18.2. Longevity Payments. Eligibility is based on full years of service and is paid in whole annually on the first payroll period in December of each year in which an employee is eligible. Longevity payments shall be paid in a check separate from bi-weekly payroll.

Section 18.3. Longevity Eligibility. Only those employees as described in Section 18.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning on January 1, 1992, those employees employed with the County as of December 31, 1986, will receive longevity pay within two weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 18.1.

INSURANCE

Section 19.1. Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy for each full-time employee in the amount of Ten Thousand

Dollars (\$10,000). Part-time employees will be allowed to purchase an equal amount of life insurance through the County at cost.

Section 19.2. Health Insurance.

The Health Insurance Benefit that was in effect in the Agreement ending on December 31, 1996 will remain in effect until December 31, 1997. Employees will be required to select from two health insurance options effective January 1, 1998 and will be able to make the same election once annually thereafter during the open enrollment period.

(a) Health Insurance Benefit. Effective January 1, 1998 and annually during the open enrollment period, employees will be required to select either the health insurance benefit that was in effect at 12/31/96 or a CMM100 plan. After the initial election, employees will only be required to select between the options if they wish to change their original selection. During the term of this Agreement, the Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, under the Montcalm County Employee Benefit Plan. There shall be no liability on the part of the Employer for any insurance premium for an employee or employees who are on layoff or non-paid leave of absence status beyond the month immediately following the month in which such layoff or leave of absence commences. The Employer reserves the right to select or change all insurance carriers provided the level of benefits set forth in this Section remains substantially the same. Effective January 1, 1998, employees shall pay a monthly premium of 6% of the premium paid by the Employer. Employees electing the health insurance benefit that was in effect at 12/31/96 will also be required to pay an additional premium equal to the difference between the current premium for the 12/31/96 plan and the current premium for the CMM100 plan. The Employer is willing to adjust current coverage to minimize premium differentials, with union approval. Employee payments shall be made by payroll deductions.

(b) Health Insurance Alternative. Effective August 1, 1997, in the event a full-time employee is covered with hospitalization from a source other than the Employer, and chooses not to enroll in the Employer's insurance program, she may receive a monthly payment from the employer of \$100.00 for person's eligible for single health insurance and \$200.00 for person's eligible for multiple person health insurance.

(c) Part-time Employees. Part-time employees will be allowed to participate in the County's Health insurance up to an amount equivalent to that which is provided to full-time employees, subject to the same limitations expressed in Section 19.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.

(d) The Employer reserves the right to adopt these changes in its Health Insurance Program:

1. Current Base-Major Medical (Blue Cross Structure) modified by:

(a) Mandatory Cost Containment:

(i) Pre-admission certification.

- (ii) Outpatient testing.
 - (iii) Second opinions for elective surgery.
 - (iv) Reasonable penalties for failure to follow the cost containment program.
- (b) Lab and X-ray charges to major medical with \$100 annual deductible and 90/10% co-pay thereafter.
- (c) Prescription rider changed to \$4.00 co-pay.
- (d) No-fault auto coordination. (No-fault insurance is primary carrier for auto-related injuries. Group plan is secondary.)
- (e) The dental/vision insurance accounts placed in effect on January 1, 1995 will remain in effect until December 31, 1997. Those accounts will be discontinued for persons electing the CMM100 health benefit plan and for those opting out of health insurance coverage and the remaining balance will be forfeited. For those persons electing the 12/31/96 health benefit plan, the dental/vision insurance accounts will remain in effect. On January 1 each year, the Employer shall credit to the account of each employee One Hundred Fifty Dollars (\$150.00). This amount may be used by the employee for reimbursement of dental/optical expenses for the employee, his current spouse and the employee's children under the age of nineteen (19). A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the dentist/optometrist performing the service. Such statement shall specify the services performed and the date of the service including the amount. The amount credited to the employee's dental/optical account shall be forfeited upon termination of the employee. Unexpended dental/optical reimbursement will be carried over from year to year up to a maximum amount of six hundred dollars (\$600).
- (f) Effective January 1, 1998, the employer will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees selecting the CMM100 plan or the health insurance alternative will be given the following options under the plan:
1. Employee paid medical premiums will be paid pre-tax.
 2. Employees can make voluntary contributions to the plan for medical reimbursement purposes up to \$1,500.00 per year.
 3. Employees can make voluntary contributions to the plan for dependent care expenses up to \$5,000 depending on the employees tax filing status.

4. The Employer will deposit into the accounts of eligible participants \$250.00 for persons eligible for single health insurance coverage and \$350.00 for persons eligible for multiple person health insurance coverage. Deposits in the initial year of hire or eligibility will have their contributions prorated based on the date of hire.

Section 19.3. Disability Insurance. During the term of this Agreement, the Employer will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by Employer, the retirement plan with Employer, and any other group disability income plan. Benefits shall not exceed a maximum of Sixty Dollars (\$60.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

Section 19.4. Other Insurance. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payment. The Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided, the governmentally-sponsored program has benefits to equal the insurance program in this Agreement.

Section 19.5. Discontinued Insurance Coverage. All insurance benefits other than health insurance as described in Section 19.2(a) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his employment with the Employer.

RETIREMENT

Section 20.1. Pension Plan.

- (a) The Employer agrees to provide retirement benefits in accordance with the Montcalm County Retirement Plan in effect on the effective date of this Agreement. All full-time regular employees shall participate in such plan. Employees will be required to make a contribution to the plan in accordance with the following table.

<u>Effective Date</u>	<u>Percentage of Compensation</u>
July 6, 1997	4.5%

First Day of First Full Pay Period of 1998	4.0%
First Day of First Full Pay Period of 1999	3.5%

Effective July 6, 1997 or as soon thereafter as possible, the employer will adopt a "pick-up" option on employee pension contributions. This has the effect of making employee contributions pre-tax for Federal and State Income Tax. Social Security and Medicare taxes are still paid after-tax. Such continued contributions shall be withheld from the employees' pay.

(b) Employees who retire under the Employer-provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Controller's Office.

NO STRIKE - NO LOCKOUT

Section 21.1. Prohibition. The parties to this Agreement mutually recognize the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts which interfere in any manner with or to any degree with the services of the county.

Section 21.2. No Lockout. The Employer agrees there shall not be any lockout of its employees.

MISCELLANEOUS

Section 22.1. Savings Clause. Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

Section 22.2. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 22.3. Change in Personal Status. Insofar as possible, employees shall notify the Personnel Office of any change of name, address, marital status or number of dependents promptly.

Section 22.4. Safety. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or government regulation relating to safety of persons or

equipment. An employee who performs two (2) hours of continuous work on a VDT (Video Display Terminal) shall be allowed to perform other job tasks not related to VDT use for a period of twenty (20) minutes twice daily.

Section 22.5. Closure Days. When it is deemed appropriate to close certain County buildings or curtail various County services because of inclement weather, such determination will be made by a designated committee of the County. Employees of departments closed by such authorization will be paid for lost time at their regular rate. If any office or department is closed without such authorization, employees of that office or department who do not report for work will not be paid for their lost time, but may use accrued vacation time or personal days to make up for their lost time.

Section 22.6. Mileage Reimbursement. Employees who use their personal vehicle in the performance of authorized County business will be reimbursed for their mileage by an amount determined by the County Board of Commissioners. Travel costs of going to and from work for normally scheduled work shall not be reimbursed. Reimbursement shall be requested on a County expense voucher within ten (10) days of the performance of the authorized County business giving rise to the right of reimbursement.

Section 22.7. Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

Section 22.8. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Union's compliance efforts, including reasonable accommodation, with the Federal American Disabilities Act.

Section 22.9. Waiver Clause.

(a) It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

(b) 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.

(c) 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION AND TERMINATION

Section 23.1. Termination. This Agreement shall remain in full force until 12:00 Midnight, December 31, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties set their hands this 30th day of June, 1997.

FOR THE UNION:

FOR THE EMPLOYER:

MONTCALM COUNTY AND
DEPARTMENT OF MENTAL HEALTH
EMPLOYEES, CHAPTER OF LOCAL
3067, AFFILIATED WITH COUNCIL
NO. 25, AFSCME, AFL-CIO

MONTCALM COUNTY

Sheryl Seas
Monica Foley
Denise Smith
Cindy Christensen
Kay Vestergaard
SD Wright

Joseph Hall
P. E. Carr
Allen Kohn
Roger L. Carr

APPENDIX A

1997 WAGES AND CLASSIFICATIONS

General Unit

January 1, 1997*

<u>Classification</u>	<u>New Hires</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
Project Aide	6.14	6.50	6.93	7.34	7.75
Clerk Typist I Cook	8.00	8.53	8.89	9.27	9.61
Account Clerk I	8.28	8.69	9.14	9.55	9.91
Clerk Typist II Custodian					
Home Repair Aide	8.59	9.04	9.50	9.92	10.33
Account Clerk II	8.92	9.37	9.85	10.26	10.73
Secretary Victim Rights Coordinator Circuit Court Clerk					
Drain Crew Group Leader	9.26	9.68	10.19	10.70	11.18
Assessment Roll Spec.	9.33	9.75	10.18	10.77	11.29
Animal Control Officer Administrative Aide	10.05	10.49	10.98	11.48	11.90
Accounting Systems Coordinator	10.56	11.02	11.51	12.07	12.48
Building Inspector	11.53	12.01	12.43	12.85	13.20
Appraiser	11.62	12.15	12.60	13.00	13.36
Community Mental Health Clerk Typist	8.00	8.53	8.89	9.27	9.61
Support Specialist	8.59	9.04	9.50	9.92	10.33
Reimbursement Specialist Disbursement Specialist	8.92	9.37	9.85	10.26	10.73

*Retroactive wages shall be paid six months from the date of union ratification of this agreement and to those employees who are actively employed by the Employer on the date of the signing of this agreement.

1998 WAGES AND CLASSIFICATIONS

General Unit

January 1, 1998

<u>Classification</u>	<u>New Hires</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
Project Aide	6.32	6.69	7.14	7.56	7.98
Clerk Typist I Cook	8.24	8.78	9.16	9.55	9.90
Account Clerk I	8.53	8.95	9.41	9.83	10.21
Clerk Typist II Custodian					
Home Repair Aide	8.85	9.31	9.78	10.22	10.64
Account Clerk II	9.19	9.65	10.14	10.57	11.05
Secretary					
Victim Rights Coordinator					
Circuit Court Clerk					
Drain Crew Group Leader	9.54	9.97	10.49	11.02	11.51
Assessment Roll Spec.	9.61	10.05	10.48	11.10	11.63
Animal Control Officer					
Administrative Aide	10.35	10.80	11.31	11.83	12.25
Accounting Systems Coordinator	10.87	11.35	11.85	12.43	12.86
Building Inspector	11.87	12.37	12.81	13.24	13.60
Appraiser	11.97	12.52	12.97	13.39	13.76
Community Mental Health					
Clerk Typist	8.24	8.78	9.16	9.55	9.90
Support Specialist	8.85	9.31	9.78	10.22	10.64
Reimbursement Specialist					
Disbursement Specialist	9.19	9.65	10.14	10.57	11.05

1999 WAGES AND CLASSIFICATIONS

General Unit

January 1, 1999

<u>Classification</u>	<u>New Hires</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
Project Aide	6.51	6.90	7.35	7.79	8.22
Clerk Typist I Cook	8.49	9.05	9.43	9.83	10.20
Account Clerk I	8.79	9.22	9.69	10.13	10.51
Clerk Typist II Custodian					
Home Repair Aide	9.11	9.59	10.07	10.52	10.96
Account Clerk II	9.46	9.94	10.45	10.88	11.39
Secretary					
Victim Rights Coordinator					
Circuit Court Clerk					
Drain Crew Group Leader	9.82	10.27	10.81	11.35	11.86
Assessment Roll Spec.	9.90	10.35	10.80	11.43	11.98
Animal Control Officer					
Administrative Aide	10.67	11.12	11.65	12.18	12.62
Accounting Systems Coordinator	11.20	11.69	12.21	12.81	13.24
Building Inspector	12.23	12.74	13.19	13.64	14.01
Appraiser	12.33	12.89	13.36	13.79	14.17
Community Mental Health					
Clerk Typist	8.49	9.05	9.43	9.83	10.20
Support Specialist	9.11	9.59	10.07	10.52	10.96
Reimbursement Specialist					
Disbursement Specialist	9.46	9.94	10.45	10.88	11.39

2000 WAGES AND CLASSIFICATIONS

General Unit

January 1, 2000

<u>Classification</u>	<u>New Hires</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
Project Aide	6.71	7.10	7.57	8.02	8.46
Clerk Typist I Cook	8.75	9.32	9.71	10.13	10.50
Account Clerk I	9.05	9.50	9.98	10.43	10.83
Clerk Typist II Custodian					
Home Repair Aide	9.39	9.88	10.38	10.84	11.29
Account Clerk II	9.75	10.24	10.76	11.21	11.73
Secretary Victim Rights Coordinator Circuit Court Clerk					
Drain Crew Group Leader	10.12	10.58	11.13	11.69	12.21
Assessment Roll Spec.	10.20	10.66	11.12	11.77	12.34
Animal Control Officer Administrative Aide	10.98	11.46	12.00	12.55	13.00
Accounting Systems Coordinator	11.54	12.04	12.57	13.19	13.64
Building Inspector	12.59	13.12	13.58	14.05	14.43
Appraiser	12.70	13.28	13.76	14.20	14.60
Community Mental Health Clerk Typist	8.75	9.32	9.71	10.13	10.50
Support Specialist	9.39	9.88	10.38	10.84	11.29
Reimbursement Specialist Disbursement Specialist	9.75	10.24	10.76	11.21	11.73

APPENDIX B

LETTER OF AGREEMENT

1997-1

The County will provide a designated representative of AFSCME Local 3067 the following:

1. Notice of all meetings of the Montcalm County Pension Trust Committee.
2. Minutes of the Montcalm County Pension Trust Committee.
3. Monthly status reports on Pension Investments.
4. Annual Audited report on the plan.

Until June 1999, the Montcalm County Pension Trust Committee will meet at 5:00 PM or later to facilitate attendance by AFSCME members.

The Montcalm County Pension Plan will be amended to address USERRA.

This letter of understanding shall be in effect immediately.

IN WITNESS WHEREOF, the parties set their hands this 30th day of June, 1997.

FOR THE UNION:

MONTCALM COUNTY AND
DEPARTMENT OF MENTAL HEALTH
EMPLOYEES, CHAPTER OF LOCAL
3067, AFFILIATED WITH COUNCIL
NO. 25, AFSCME, AFL-CIO

Sheryl Sias

Monica Foley

Denise Smith

Andy Christensen

Kay Vestergaard

Steve Hylleberg

FOR THE EMPLOYER:

MONTCALM COUNTY

Frank Walden

John Cas

Allen Kuhn

Roger L. Caris