

12/31/95

AGREEMENT

between

CALHOUN COUNTY BOARD OF COMMISSIONERS

and

LOCAL 547

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

Affiliated with AFL-CIO.

Calhoun County

**Effective January 1, 1994
through December 31, 1995**

I N D E X

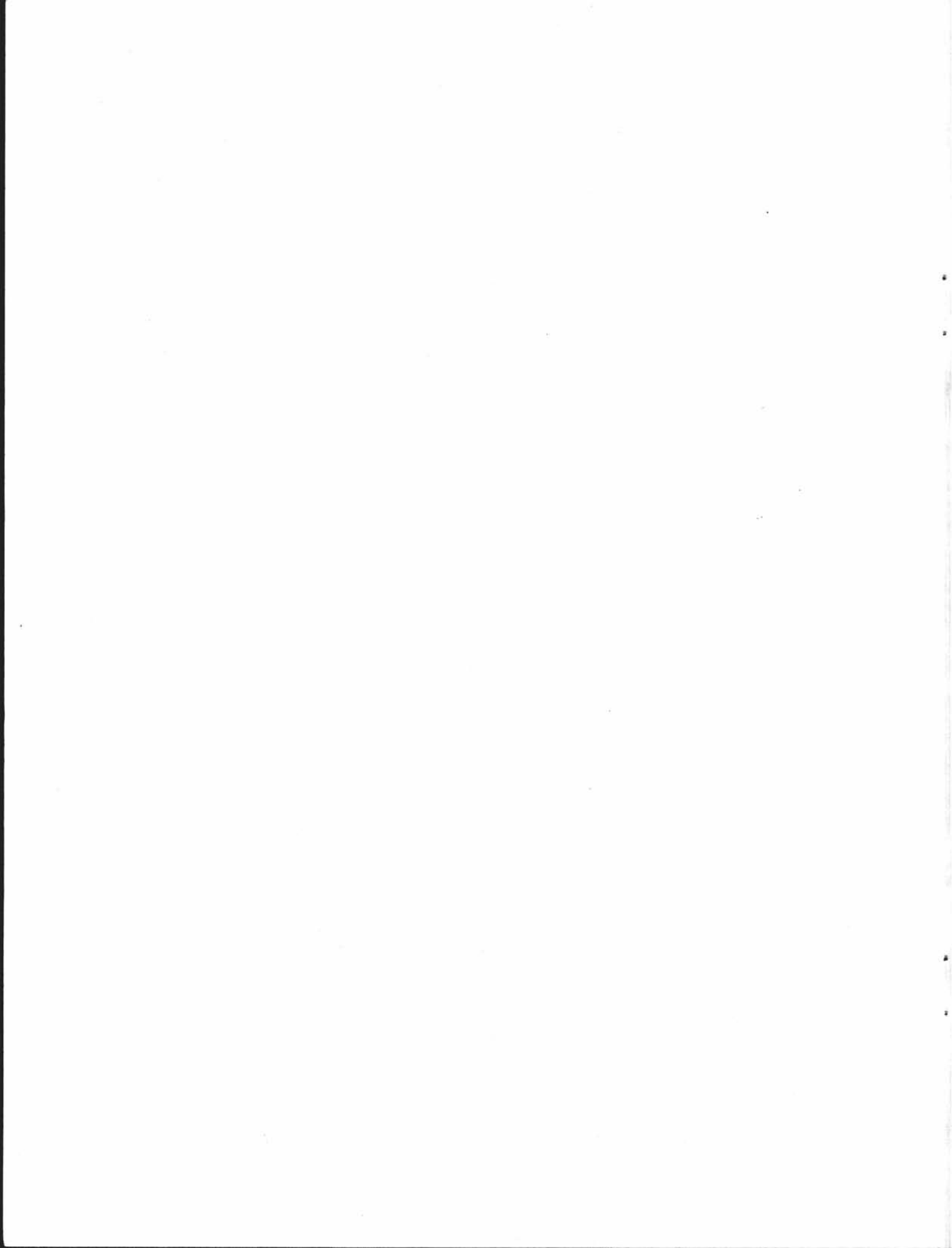
| | Section |
|-----------------------------------|---------|
| Access to County Facilities | 2.3 |
| Active Military Leave | 13.3 |
| Address Changes | 21.1 |
| Advancement Within Pay Grades | 19.2 |
| Agency Shop | 3.0 |
| Amendment of Agreement | 21.2 |
| Arbitration Request | 7.0 |
| Arbitrator's Powers | 7.2 |
| Benefit on Termination | 15.4 |
| Bereavement Leave of Absence | 13.4 |
| | |
| Captions | 21.3 |
| Child Care Leave | 13.5 |
| Closing of County Building | 21.4 |
| Clothing Allowance | 21.5 |
| Collective Bargaining Committee | 2.0 |
| Collective Bargaining Unit | 1.0 |
| Continuation of Benefits | 17.7 |
| | |
| Definition of Grievance | 6.0 |
| Definition of Seniority | 10.0 |
| Definitions | 1.1 |
| Dental Insurance | 17.1 |
| Discipline | 5.0 |
| Duration | 23.0 |
| | |
| Early returns from Leave | 13.2 |
| Educational Benefits | 21.6 |
| Expedited Disciplinary Grievances | 6.2 |
| | |
| Gender | 21.7 |
| Grievance Form | 6.6 |
| Grievance Resolution | 6.3 |
| Grievance Procedure | 6.1 |
| Grievance Settlements | 6.4 |
| Hiring Above the Minimum | 19.3 |
| Hold Harmless | 3.2 |
| Holiday Celebration | 14.2 |
| Holiday Eligibility | 14.0 |
| Hospitalization Insurance | 17.0 |
| Hourly Rates | 19.1 |
| Hours of Work | 12.0 |
| | |
| Identification of Union Stewards | 2.2 |
| Insurance | 17.0 |
| | |
| Job Bidding | 10.6 |
| Jury Duty | 13.6 |
| Just Cause | 5.0 |
| | |
| Layoff Procedure | 11.0 |
| Leaves of Absence | 13.0 |
| Longevity Benefit | 16.0 |
| Longevity Payment | 16.1 |
| Loss of Seniority | 10.3 |



| | |
|--|-------|
| Lost Time | 6.7 |
| Lunch Period | 12.6 |
| Maternity Leave | 13.7 |
| Medical Certificates and Examinations | 13.8 |
| Miscellaneous | 21.0 |
| New Classifications | 21.8 |
| No Lockout | 9.2 |
| No Strike Pledge | 9.0 |
| Normal Workweek and Workday | 12.0 |
| Notification of Layoff | 11.1 |
| Optical Insurance | 17.2 |
| Overtime | 12.3 |
| Parking | 21.9 |
| Part-Time Employees | 20.0 |
| Payment at Death of an Employee | 21.10 |
| Payroll Deduction of Union Dues or Service Fees | 3.1 |
| Penalty | 9.1 |
| Personal Days | 13.9 |
| Personal Leave | 13.10 |
| Personnel Policies | 21.11 |
| Personnel Records | 21.0 |
| Premium Pay | 12.4 |
| Printing of Agreement | 21.12 |
| Probationary Period | 10.1 |
| Procedure for Requesting Leaves | 13.0 |
| Provisions of Insurance Plans | 17.6 |
| Purpose of Leaves | 13.1 |
| Pyramiding of Premium Rates | 12.5 |
| Recall | 11.2 |
| Recognized Holidays | 14.1 |
| Record Keeping | 21.13 |
| Reserve Training Leave | 13.11 |
| Rest Periods | 12.7 |
| Retirement Plan | 18.0 |
| Rights of Employer | 4.0 |
| Scheduling | 12.2 |
| Selection of Arbitrator | 7.1 |
| Selection of Insurance Carrier | 17.5 |
| Seniority and Benefit Accumulation | 10.2 |
| Seniority List | 10.4 |
| Separability | 21.14 |
| Sickness and Accident Insurance | 17.39 |
| Special Conferences | 8.0 |
| Super Seniority | 10.5 |
| Temporary Assignment | 19.4 |
| Term Life Insurance | 17.4 |
| Termination of Agreement | 23.0 |
| Time Limitations | 6.5 |



| | |
|----------------------------------|-------|
| Union Stewards | 2.1 |
| Vacation Basis | 15.3 |
| Vacation Benefit | 15.0 |
| Vacation Eligibility | 15.1 |
| Vacation Scheduling | 15.2 |
| Veteran's Preference Claims | 21.15 |
| Waiver | 22.0 |
| Work Stoppages | 9.0 |
| Workweek and Workday Definitions | 12.1 |



AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 1994, effective the 1st day of January, 1994, is entered into between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer," and the Association of Calhoun County Employees, hereinafter referred to as the "Union," affiliated with LOCAL 547 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO.

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit: All full time and regular part-time nonsupervisory employees of Calhoun County working in the following Departments: County Clerk-Register of Deeds; County Treasurer; Prosecuting Attorney; Equalization; Building and Grounds; Planning; Drain Commission; Cooperative Extension; Civil Defense; Public Works; Printing; Mail; Motor Pool; Veterans Affairs; Board of Commissioners, BUT EXCLUDING all employees of the Health and Mental Health Departments; elected officials, Department Heads, executives, supervisors, confidential employees; all employees of the Circuit, District, and Probate Courts; Medical Care Facility employees; Sheriff Department employees; Road Commission employees; employees represented by the Calhoun County Prosecuting Attorneys Association; employees represented by the Michigan Nurses Association; temporary and seasonal employees; and all other employees.

Section 1.1. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable:

(a) Regular Full Time Employee. A regular full time employee is an employee who is working a full time schedule in a position classified by the Employer as permanent.

(b) Regular Part-Time Employee. A regular part-time employee is an employee who is working less than the full time requirements of that position a minimum of forty (40) hours per two (2) week pay period on a regular scheduled basis.

(c) Temporary and Seasonal Employees. A temporary or seasonal employee is an individual who performs work within the bargaining unit covered by this Agreement for a predetermined period of time to fill positions left vacant by reason of leaves of absence, vacations and emergencies, or is employed to supplement the work force. Temporary and seasonal employees shall not be included in the bargaining unit and shall not be employed in excess of one hundred and eighty (180) calendar days in any twelve (12) month period commencing from the original date of hire without an express waiver from the Union. If a temporary employee becomes a regular full time employee, the bargaining unit will recognize seniority from the original date of temporary, uninterrupted employment; the probation period for such employees shall not be waived. The Employer reserves the right to determine all conditions of employment for such individuals.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize not more than four (4) nonprobationary employees covered by this Agreement as a collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. The Union shall, in advance of the Employer's recognition, furnish the Employer in writing with the names of its Collective Bargaining Committee members. The members of the Collective Bargaining Committee shall be compensated at their straight time regular rate of pay for all time actually lost from work during collective bargaining negotiations with the Employer.

Section 2.1. Union Stewards.

(a) The Employer hereby agrees to recognize seven (7) Stewards, one Chief Steward and six (6) Alternate Stewards, each of whom shall have one (1) year's seniority, to act as grievance representatives under this Agreement. The alternate Stewards may exercise the functions of a Steward under this Agreement only if the Steward is absent. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement.

(b) The Union agrees that the Stewards and their alternates will continue to perform their regularly assigned duties and that their responsibilities as Stewards will not be used to avoid those duties. They shall act in a manner which will not unduly disrupt nor interfere with the normal functions of the Employer. If it is necessary for a Steward or his alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor or Department Head, whichever is appropriate. In the event it is necessary for a Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) All Stewards and their alternates shall be expected to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor or Department Head, whichever is appropriate, upon return to their regularly assigned duties.

(d) The Employer agrees to compensate Union Stewards and their alternates at their straight-time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a Union Steward or his alternate abuses the privileges extended herein, and, if the abuse is not corrected, the privilege may be revoked by the Employer.

Section 2.2. Identification of Union Stewards. The Union will furnish the Employer in writing with the names of its Stewards and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it maybe dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

Section 2.3. Access to County Facilities. In addition to those circumstances where this Agreement specifically permits or requires the presence of non-employee representatives of the Union at meetings with representatives of the Employer, additional access to County facilities or Departments for such non-employee Union representatives may be secured by obtaining prior permission from the Department Head responsible for administering the Department where such access is sought. In requesting such permission, the representative shall designate the Union business under consideration. The Department Head may grant access to the Union representative to visit the County facility or Department involved at a mutually agreeable time and date. Such access shall not interfere with or disrupt the normal conduct of business within any Department.

UNION SECURITY

Section 3.0. Agency Shop.

(a) As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the beginning of their employment with the Employer or thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and

initiation fees uniformly required of all Union members or, in the alternative, pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

(b) An employee in the bargaining unit who fails to tender to the Union either periodic and uniformly required Union dues or, in the alternative, service fees in the amount equal to these dues shall be terminated by the Employer. The Union shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering the Union dues or service fees, specifying the current amount of the delinquency and warning the employee that, unless the delinquent dues or service fees are paid within ten (10) working days of such notice, the employee shall be reported to the Employer with a request to terminate the employee as provided in this section. A copy of this letter shall be sent to the Department Head, the Personnel Director, and the Board of Commissioners.

(c) If the employee does not tender his dues or service fees within the time specified, the Union shall submit the following notice to the Department Head, the Personnel Director, and the Board of Commissioners: "The Union certifies that _____ (name) has failed to tender either the periodic and uniformly required Union dues or service fees, required as a condition of continued employment under the collective bargaining Agreement and requests that the employee be terminated under the terms of this agreement." A copy of this notice shall be sent to the employee. The Employer shall terminate the employee with ten (10) days following the receipt of the above notice.

Section 3.1. Payroll Deduction for Union Dues or Service Fee.

(a) During the term of this Agreement, the Employer agrees to deduct or cause to be deducted periodic monthly Union dues or the service fee equivalent to the periodic monthly dues uniformly required of all Union members from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form. The Union shall furnish the employer with a schedule of dues and service fees.

(b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Personnel Office.

(c) Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.

(d) A properly executed copy of the written authorization form for each employee for whom Union dues or the service fee equivalent to the periodic monthly dues uniformly required of all Union members are to be deducted hereunder shall be delivered to the Payroll office before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union.

(e) Deductions shall commence with the first (1st) payroll period in the calendar month following receipt of the checkoff authorization forms by the County Payroll Officer, provided the employee has sufficient net earnings to cover the dues or, when applicable, the service fee equivalent to periodic monthly dues, and shall continue thereafter with one-half (1/2) of the service fees or monthly dues, whichever is applicable, being deducted each payroll period. Deductions shall be remitted to the Union monthly, together with the names of any individuals hired or terminated from the unit during the preceding month.

(f) In cases in which a deduction is made which duplicates a payment already made to the Union, refunds to the employee will be made by the Union.

(g) The Union shall notify the Employer in writing of the proper amount of Union membership dues or the service fee equivalent to the periodic monthly dues uniformly required of all Union members and any subsequent changes in such amounts. The Employer agrees to furnish the

union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee.

(h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.

(i) The Employer shall not be responsible for dues or payment of the service fee equivalent to the periodic monthly dues required of all union members after an employee's employment relationship has been terminated or while an employee is on leave of absence or layoff status.

(j) The Employer shall not be liable to the Union or its members for any membership dues or the service fee equivalent to the periodic monthly dues once such sums have been remitted to the Union through a designated officer(s) of the Union. In addition, no such sums shall be remitted through United States mail.

(k) The Employer's sole obligation under this Section is limited to deduction of dues and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error, but its earlier failure to do so shall not result in any financial obligation whatsoever.

Section 3.2. Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of action taken by the Employer pursuant to Section 3.1 or from complying with request for termination made by the Union under Section 3.0.

RIGHTS OF THE EMPLOYER

Section 4.0. Rights.

(a) Except as this Agreement otherwise specifically and expressly provides, the Employer retains the 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 hire; to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; 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 locations; to adopt, modify, change, or alter its budget; to discontinue, combine, or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, either in or out of the Employer's facilities, and in all respects to carry out the lawful, ordinary, and customary functions of County Government. All such rights are vested exclusively in the Employer. Disputes under this subsection shall be subject to the Grievance Procedure established in this Agreement but shall not be subject to Arbitration.

(b) Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel; to subcontract, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.

(c) Provided that no specific provisions in this Agreement are violated, the Employer reserves, without limitation, the right to establish rules and regulations for implementing Federal or State requirements or standards for the establishment of Equal Employment Opportunity programs

for women and minorities; for the introduction of merit system principles governing the selection, promotion, and the personnel transactions affecting employees; for the establishment of a code of ethics; and for the regulation of political activities in a manner consistent with the provisions of the Federal statute commonly referred to as the "Hatch Act" for those positions where application of the "Hatch Act" is required to secure Federal funding.

DISCIPLINE

Section 5.0. Just Cause. The Employer agrees that it will not discipline or discharge any nonprobationary employee covered by this Agreement without just cause. Employees shall receive copies of all written disciplinary action in a timely manner. A copy shall also be sent to the County Personnel Office which shall, in turn, send a copy to the Chief Steward of the Union. Failure to forward copies of disciplinary actions shall not nullify the discipline.

GRIEVANCE PROCEDURE

Section 6.0. Definition of Grievance. For purposes of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement as written. Employees or the Union shall have the right to file grievances under the procedures established herein. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, no later than Step 4 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

Section 6.1. Grievance Procedures. All grievances shall be processed in the following manner:

(a) Step 1. An employee who believes he has a grievance shall submit his complaint orally to his immediate supervisor within ten (10) calendar days after the occurrence of the event upon which the grievance is based. The employee may request the supervisor to permit his Union Steward to be present when he submits his complaint orally. The supervisor shall give the employee an oral answer to the complaint within ten (10) calendar days after the complaint has been submitted to the supervisor.

(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the Section of the Agreement which has allegedly been violated, and specify the remedy sought. The grievance must be signed by the employee who is filing the grievance and by a Union Steward. It shall be given to the next level of supervision, which may not consist of an employee in the same bargaining unit, within ten (10) calendar days from the date of the receipt of the oral reply. A written answer to the grievance shall be given within ten (10) calendar days.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2 and the Step 2 supervisor was not the employee's Department Head, the grievance shall be submitted to the appropriate Department Head within ten (10) calendar days from date of receipt of the last reply. The grievance shall be presented by the Union Steward for the work location involved. The Department Head shall reply in writing to the grievance within ten (10) calendar days following the meeting with the Union Steward. This step shall be by-passed if the Step 2 supervisor involved was the Department Head of the Department in which the grievance arose.

(d) Step 4. If the reply to the grievance at the previous Step is not satisfactory to the Union, it may be appealed to the Director of the Personnel Office within seven (7) calendar days following receipt of the Step 2 or Step 3 answer, whichever is appropriate. The Human Resource Director shall act as the agent for the Board of Commissioners in investigating and hearing the appeal of such grievances. A meeting shall be held within twenty-eight (28) calendar days after

receipt of the appeal. The Union's representative at this meeting shall be the Chief Steward or his designated representative. Either party may have non-employee representatives present if they so desire. The Employer will give its written answer to the grievance to the Chief Steward, and the originating Steward, within twenty-eight (28) calendar days following the meeting at this Step.

Section 6.2. Expedited Disciplinary Grievances. Any nonprobationary employee discharged or given a disciplinary layoff shall be notified in writing immediately by the Employer, a copy of which written notice shall be given to the chief Steward. Should an employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a written grievance shall, within ten (10) calendar days following receipt of the written notice of disciplinary action by the affected employee, be filed initially at Step 3 of the Grievance Procedure. The parties will meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. If desired by either party, the disciplined employee shall be present. All grievances relating to the discharge or disciplinary suspension of an employee must be presented with the time limits contained in this Section. Any grievance which is not presented within these time limits shall be considered to have been abandoned and no appeal shall be allowed. All other disciplinary grievances shall follow the normal Grievance Procedure.

Section 6.3. Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1, 2, and 3 of the Grievance Procedure, if the grievance has economic implications, must be approved by the appropriate committee or subcommittee of the Board of Commissioners which is responsible for administering Step 4 of the Grievance Procedure before they shall be final. The Chief Steward shall be informed in writing of any grievances being considered by the Employer under the provisions of this Section. If the resolution of a grievance is disallowed, the Union may, if it desires, seek to arbitrate the matter in accordance with Section 7.0.

Section 6.4. Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

Section 6.5. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next step in a timely manner, it shall be considered to be withdrawn. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration which must be sought in accordance with the provisions of Section 7.0. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 6.6. Grievance Form. The grievance form shall be mutually agreed upon by the Employer and the Union.

Section 6.7. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while presenting a grievance at Step 1 of the Grievance Procedure and at any other Step of the Grievance Procedure if he is required to be present, provided, however, the Employer reserves the right to revoke this benefit if the privilege is being abused. Lost time shall be compensated at the employee's straight-time regular hourly rate of pay.

ARBITRATION

Section 7.0. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice to the Personnel Director of its intent to arbitrate within thirty (30) calendar days following receipt of the Employer's disposition in Step 4 of the Grievance Procedures. If the Employer fails to answer the grievance within the time limits set forth in Step 4, the Union, if it desires to seek arbitration, must notify the Director of Human Resources no later than thirty (30) calendar days following the date the Employer's Step 4 answer was due. Further, the Union must request a panel of arbitrators from the Federal Mediation and Conciliation Service no later than two (2) weeks following its notification of interest to seek arbitration.

Section 7.1. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party, on a rotating basis with regard to the first name stricken, alternately striking a name from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

Section 7.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have power to change any classification, wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a statute or ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than thirty (30) calendar days prior to the time the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of straight-time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation, including unemployment compensation, except previously held part-time employment or overtime.

SPECIAL CONFERENCES

Section 8.0. Special Conferences. Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between three (3) representatives of the Union and representatives of management. 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. Matters taken up in special conference shall be confirmed to those included in the agenda. The employee members of the Union shall not lose time or pay for time spent in such special conferences held during their regularly scheduled working hours. Special conferences shall normally commence during the County's usual business hours. The Union representatives may meet on the Employer's property for a least one-half (1/2) hour immediately preceding the conference. The special conference may also be attended by non-employee representatives of the Union or the Employer. It is expressly understood that by attending such conferences, neither party shall be obligated to negotiate, modify, or otherwise change the terms of this Agreement.

WORK STOPPAGES

Section 9.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its

officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices, or premises during regularly scheduled working hours, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work.

Section 9.1. Penalty. Any employee who violates the provisions of Section 9.0 shall be subject to discipline by the Employer, up to and including discharge.

Section 9.2. No Lockout. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 9.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

SENIORITY

Section 10.0 Definition of Seniority.

(a) County seniority shall be defined as the length of an employee's continuous service within the bargaining unit set forth in Section 1.0 measured from the most recent date upon which the employee first commenced work. An employee who returns to the County after a separation of five (5) years or less shall have his or her previous full years of seniority reinstated after three (3) years of continuous service after re employment. Partial years of prior service shall not be credited. "Years" shall be calculated from anniversary dates of hire and terminations and not on full or partial calendar years.

(b) Classification seniority shall be defined as the length of an employee's service with his particular classification measured from the date of his initial entry into the classification. This definition shall not be applicable in situations where an employee is awarded a position in a different Department without changing his classification; in such instances, the employee's classification seniority in his new Department shall be deemed to be the date he first commenced work in that Department.

(c) Part-time employees shall have their service adjusted to a full time equivalent in order to conform to the definitions contained in subsections (a) and (b) of this Section. This calculation of County and classification seniority shall be accomplished by dividing 2,080 by the number of hours actually worked by the part-time employees and adjusting the employee's County and classification seniority dates forward by the ratio achieved by the division.

(d) Employees who commence work on the same date shall be placed on the seniority list by increasing order of assigned payroll numbers.

(e) The application of seniority shall be limited to the preference and benefits specifically recited in this Agreement.

Section 10.1. Probationary Period. Except as otherwise provided, all new full time and part-time employees shall be considered probationary employees for a period of three (3) months, without regard to the number of hours worked within the three (3) month period, after which time their seniority shall relate back to their last date of hire. For employees who are absent during the probation period due to a leave of absence, layoff or disciplinary suspension, the probation period shall be automatically extended for the number of days equal to such absence. Upon written notice to either a full time or part time employee before the probationary period has expired, the probation period may be extended for up to an additional three (3) months. Until an employee has completed

the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this agreement. There shall be no seniority among probationary employees.

Section 10.2. Seniority Accumulation. All non-probationary employees covered by this Agreement shall continue to accumulate County and classification seniority for all purposes, including benefits, while on leaves of absence or layoffs of thirty (30) calendar days or less. Except for absences due to work related illness or injury, or illness or disability covered by the Sick and Accident provisions in section 17.3, employees shall not continue to accumulate County and Classification seniority for any purpose, including benefits, on any leave of absence or layoff lasting in excess of thirty (30) calendar days. For absences due to work related illness or injury covered by Worker's Compensation, seniority will continue to accrue for a period of six (6) months or the length of the employee's classification seniority, whichever is less. For other illness or disability subject to the provisions of section 17.3, seniority will continue to accrue for sixty (60) calendar days. Except for otherwise provided in this Section, upon return from leave of absence or layoff lasting longer than thirty (30) calendar days, an employee's seniority date and eligibility dates for all benefits will be adjusted forward to take into account the length of the employee's absence, provided, however, the employee shall be given credit on his County classification seniority and benefit eligibility dates for the first thirty (30) days of absence.

Section 10.3. Loss of Seniority. An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (a) If he quits, retires, or receives a pension, including a disability pension, from the Employer;
- (b) If he is terminated or discharged and the termination or discharge is not reversed through the procedures set forth in this Agreement;
- (c) If he is absent for any three (3) consecutive working days unless a reasonably acceptable excuse to the Employer is presented.
- (d) If he fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless an excuse reasonable acceptable to the Employer is presented;
- (e) If he fails to return on the required date following an approved leave of absence, vacation, or a layoff, including a disciplinary layoff, unless an excuse reasonable acceptable to the Employer is presented;
- (f) If he has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;
- (g) If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer;
- (h) If he makes an intentionally false and material statement on his employment application, application for leave, or on any other document presented to the employer either before or following his employment;
- (i) If he has been on a leave of absence of a period for one (1) year or for a period equal to the length of his seniority at the time such leave commenced, whichever is less;

Section 10.4 Seniority List. The Employer agrees to submit a current seniority list to the Chief Steward very six (6) months and to furnish a copy to the Union office. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a grievance has been filed within thirty (30) working days following the date the seniority list was furnished to the Union office.

Section 10.5. Super-Seniority. Notwithstanding their position on the seniority list, the Union Stewards recognized under this Agreement shall, during the period they hold such office, be the last bargaining unit employees laid off from their Departments and shall be the first bargaining unit employees to be recalled to their Department, provided each such individual possesses the necessary skill and ability to perform the required work.

Section 10.6. Job Bidding. Before filling a vacancy which occurs in a bargaining unit classification, or filling a new bargaining unit classification, the position shall be subject to bidding by unit members.

- (a) Notices of vacancies occurring in the bargaining unit will be posted for a period of five (5) days. Interested nonprobationary employees may bid for the vacancy by submitting a written Request to Bid or Transfer, on a form to be provided by the County, to the Personnel Office no later than the end of the posting period. Employees will not be considered for any promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.
- (b) In filling a posted vacancy, the Department Head
- (1) shall determine that the candidate meets the minimum qualifications specified in the established job description;
 - (2) shall evaluate the relative experience, knowledge and skill of bidding candidates;
 - (3) may review documents in candidates' County personnel files relating to attendance, discipline, performance evaluations conducted within the previous three (3) years, and job-related test scores.
 - (4) may conduct oral interviews and job-related testing in the screening process. Whenever oral interviews are to be utilized, prior notice shall be furnished in writing, or the posting itself may indicate that oral interviews will be required as part of the selection process. If a resume and/or a new employment application is required, notice shall be given in a like manner.
- (c) Where the above general qualifications are equal, employees with the greatest bargaining unit seniority shall be entitled to the position if it is awarded to a bargaining unit member.
- (d) No employee will be permitted to seek another position through this procedure if he has been awarded another position within the preceding six (6) months as a result of an earlier award under this procedure, unless he is a part-time employee seeking a full-time position and did not bid from a full-time to the part-time position.
- (e) The Department Head may assign an employee to fill the vacancy until the position is awarded. Once a position is posted pursuant to this procedure, temporary assignments to that position, notwithstanding Section 19.4, or the continued employment of temporary employees for that position shall not exceed eight (8) weeks duration.
- (f) The Department Head may fill a vacancy from outside the bargaining unit whenever
- (1) there are no qualified bargaining unit employees who have submitted applications for the position, or
 - (2) it is determined, after thoroughly reviewing the qualifications of unit members who bid for the position, and conducting interviews, that a better qualified candidate is available from outside the unit whose better qualifications can be documented and verified.
- (g) A bargaining unit employee who is awarded a bid under this procedure shall be granted a thirty (30) day trial period to determine his desire to remain on the job and/or his ability to perform the job satisfactorily. During the trial period, the employee shall have the opportunity to revert back to his former position if he desires. If the employee is unsatisfactory in the new position, he may be returned to his former position by the employer, or to a position on the same shift equal rated to his

former position, without loss of seniority, and other employees who are affected by such action may also be returned to their former positions.

LAYOFF AND RECALL

Section 11.0. Layoff Procedures. The Employer may lay off employees wherever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

(a) Layoffs shall take place on a Department basis in accordance with an employee's classification seniority in the classification affected by the layoff. The first (1st) employees to be laid off in the affected classifications shall be probationary employees, followed by those employees with the least amount of classification seniority in such classification, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform the remaining required work.

(b) A nonprobationary employee laid off from his classification shall, by utilizing his County seniority, be reassigned by the Employer to displace the employee who possesses the least amount of County seniority, with the Employer in an equal- or lower-rated classification within the same Department. The employee afforded this displacement right must presently have the necessary training, experience, qualifications, skill and ability to perform the work required. A senior employee afforded this displacement right will be paid the salary rate for the equal- or lower-rated classification at the same progression Step he currently holds. Any employee who is eligible to exercise the displacement rights provided for in this subsection and who refuses to accept the reduction to an equal position shall be considered to have resigned from employment. An eligible employee declining a lower level position may be laid off subject to recall. Laid off employees shall retain bidding rights under Section 10.6 for a period of one year from the date of layoff, or the length of their seniority, whichever is less, but shall forfeit bumping rights. The Employer shall have no responsibility to notify laid off employees of vacancies which might occur. There shall be no bumping among Departments except within those departments under the purview of the County Administrator.

Section 11.1. Notification of Layoff. Whenever possible, the Employer agrees to give fourteen (14) calendar days advance notification of layoff by personal contact, telephone call, or written communication. The notification shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Chief Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 11.2. Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff from the classification within the Department(s) affected by the recall, provided, however, the employee returning to work must not have lost his recall rights pursuant to Section 10.3.

Section 11.3. Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication. The notification shall be confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Chief Steward. The notice shall set forth the date the recalled employee is expected to return to work.

HOURS OF WORK

Section 12.0. Normal Workweek and Workday. The normal workweek for all full time employees shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days. The normal workday for full time employees shall consist of eight (8) hours of work, exclusive of an unpaid lunch period, performed within a period of twenty-four (24) consecutive hours commencing from the start of an employee's regularly scheduled shift.

Section 12.1. Workweek and Workday Definitions. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek. The Employer specifically reserves the right to reduce the number of hours per workday or per workweek if operating or economic conditions warrant. Prior to any reduction in the workweek or number of hours therein, the Union shall be notified and a Special Conference scheduled within ten (10) days of such notification.

Section 12.2. Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet its needs and the public it serves. It is expressly understood that an employee's work schedule may be changed whenever operating conditions warrant such change. For employees working an irregular schedule, the schedule will be posted one (1) week in advance and will be changed only in circumstances beyond the exclusive control of the employer. Employees will not be scheduled regularly to work split shifts and a reasonable effort will be made to schedule employees for two (2) consecutive days off each week.

Section 12.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the employee's immediate supervisor or Department Head, whichever is appropriate.

Section 12.4. Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight-time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek.

(b) Time and one-half (1-1/2) the employee's straight-time regular rate of pay shall be paid for all hours actually worked on holidays recognized under this Agreement, plus holiday pay if an employee is otherwise eligible. An employee shall be eligible for the premium pay provided for by this subsection only if all of his hours worked actually occur during the holiday involved or if he works on a shift which starts on the day before and a majority of his hours worked take place on the specified holiday. Further, the Employer reserves the right to substitute another day off with pay within the same pay period the holiday(s) involved occurred in lieu of paying the premium provided for by this subsection.

(c) All paid time shall count as "hours actually worked" for the exclusive purposes of calculating premium pay provided by this Section effective with the first full pay period following ratification of this Agreement.

Section 12.5. No Duplication or Pyramiding of Premium Rates. There shall be no duplication or pyramiding of the premium rates set forth in any Section of this Agreement with any other Section of this Agreement.

Section 12.6. Lunch Period. All employees shall receive lunch periods in accordance with the requirements in the department in which they work within the following guidelines:

1. One (1) hour unpaid lunch period;
2. Thirty (30) minute unpaid lunch period;
3. Thirty (30) minute paid lunch period (only where they are required to continue to perform duties during the lunch period due to program constraints). If an employee's unpaid lunch period is interrupted by a documented client's needs and the employee is required to perform work, the employee shall be paid for a minimum one-half (1/2) hour, or for one (1) full hour if the time actually worked is more than one-half (1/2) hour. Lunch periods may be staggered to accommodate efficient operation.

Section 12.7. Rest Periods. Employees are allowed two (2) paid fifteen (15) minute rest periods per workday to be taken at the place(s) designated by the Employer during the times scheduled by the Employer to permit continuous and efficient operation.

LEAVES OF ABSENCE

Section 13.0. Procedure for Requesting Leaves. Request for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end.

Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 13.1. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves if absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 13.2. Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Employer of his desires to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to work no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

Section 13.3. Active Military Leave. Any nontemporary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for the period of his initial enlistment or induction but not to exceed more than four (4) years plus one (1) additional year for voluntary extension if this service is at the request and convenience of the Government plus any involuntary service. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes if he has been honorably discharged from such military service, applies for reemployment within ninety (90) days after release from such active service, and is able to perform his required duties. Upon reemployment, he shall be entitled to the benefits set forth in this Agreement, provided he satisfies the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the Employer.

Section 13.4. Bereavement Leave of Absence. Upon request, a nonprobationary employee will be granted a leave of absence, with pay, for the number of working days listed below when he would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family. If a holiday falls on one of these workdays, the employee shall be compensated under this section and shall not receive holiday pay. For purposes of this Section, the term "immediate family" is defined as including the employee's:

| | |
|-------------------------------|-------------------|
| Spouse (5) | Sister (3) |
| Parents (5) | Stepparent (5) |
| Parents of current Spouse (5) | Stepchild (5) |
| Child (5) | Grandparents (3) |
| Brother (3) | Grandchildren (3) |

Leaves granted under this Section shall commence on either the date of death or on the date of the funeral. An employee excused from work under this Section shall, after making written application,

be paid the amount of wages he would have earned by working his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day of work.

Section 13.5. Child Care Leave. Upon request, a nonprobationary employee will be granted an unpaid leave of absence for a period not to exceed four (4) months for the purpose of caring for children within the employee's immediate family who reside in the employee's household.

Section 13.6. Jury Duty. Any nonprobationary employee included within the bargaining unit shall be granted a leave of absence when he is required to report for jury duty. Any jury service beyond thirty (30) working days attributable to any one (1) continuous period of such service shall be without pay. In order to receive jury duty pay, an employee must: (1) give the Personnel Director and his Department Head advance notice of the time he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the Court on the day he claims such pay; and (3) return to work for the remainder of the workday if such service is completed prior to the end of his workday. For each day that an employee serves as a juror when he otherwise would have worked, he shall be paid the difference between any jury duty compensation he receives and his straight-time regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for each full or half day of jury service, whichever is applicable, after endorsing the jury duty check for each day to the Employer, with the exception of those funds allocated for mileage. Nonprobationary employees shall continue to accrue seniority while on jury duty. Probationary employees shall have their probationary periods extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave.

Section 13.7. Maternity Leave. Leaves of absence for disability due to pregnancy shall be treated the same as any other disability leave.

Section 13.8. Medical Certificates and Examinations. Employees requesting a disability leave for sickness or injury or a continuation of such leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capabilities to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on disability leave of absence. The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing such leave. Employees required to take a disability leave or to remain on disability leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to either this Agreement or applicable law. Falsification of the medical certificate or falsely reporting or setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

Section 13.9. Personal Days.

(a) On the first (1st) pay period of each year, the Employer will credit each full time bargaining unit member with forty eight (48) hours of paid personal time. New hires will be credited with paid personal time on a pro rata basis from the date of hire to the end of the calendar year at the rate of 1.85 hours per remaining full pay period. An individual rehired within the year shall not be considered a new hire under this subsection and previously credited and used personal leave days within the year shall be included to determine the number of hours that shall be credited for the balance of the year.

(b) Personal leave time shall be paid at the employee's straight-time hourly rate of pay when it is used. Such time shall not be used in advance of the date it is credited.

(c) At the end of each payroll year, unused accrued personal time shall be forfeit except that a maximum total of twenty-four (24) hours of accrued and unused personal time may be carried forward into the next payroll year. Accrued and unused personal time shall have no monetary value and shall be forfeit upon termination except under the provisions of Section 21.10.

(d) All requests for a personal leave must be made to the employee's immediate supervisor twenty-four (24) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. The number of personal leave hours to be taken at any one (1) time shall be determined by the employee's immediate supervisor in his sole discretion. A request for a personal leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed by the Employer. Personal time may be used only in eight (8) hour increments, provided, however, that for purposes of regularly scheduled dental or medical examinations, an employee may use personal days in increments of not less than one (1) hour.

(e) Nothing in this Section shall be construed to absolve an employee of his responsibility to comply with the Employer's required procedures concerning prior notification of absence from work.

Section 13.10. Personal Leave. A Department Head may grant a nonprobationary employee a leave without pay and without loss of employment status for a period of up to thirty (30) days. However, a leave of absence in excess of thirty (30) days shall require the additional approval of the Board of Commissioners.

Section 13.11. Reserve Training Leave. A full time nonprobationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service during this period. If such Government compensation does not equal the employee's usual salary, he shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. Any additional time which an employee may be required to serve or attend military meeting shall not be compensated by the Employer except for emergency duty to protect the rights of citizens, in which case the compensation provided for in this Section shall include an additional period not to exceed five (5) working days. If the employee's total Government compensation equals or exceeds his usual salary, there shall be no payment of salary by the Employer. Reserve training leave shall be in addition to any vacation time of which the employee may be entitled to, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval. An employee must submit to his Department Head and the Personnel Director a copy of his order to report for reserve training prior to such leave being granted. Failure to give such notification will result in a loss of the benefits provided by this Section.

Section 13.12 Family and Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued paid leave of absence and paid vacation for leave which would otherwise be unpaid under the Act.

The employee shall provide the employer with timely notice and with such health care provider certifications as an employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under the Act.

An employee granted leave under this policy shall maintain weekly contact with the employer in writing, or as otherwise mutually agreed, to keep the employer informed of the employee's status and intention to return to work. An authorized leave shall automatically terminate at the end of any work week during which the employee fails to maintain contact as required.

An employee who fails to return to work at the conclusion of a leave shall reimburse the employer for group insurance premiums and costs paid by the employer as permitted under the Act.

HOLIDAYS

Section 14.0. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless an excuse acceptable to the Employer is presented;
- (b) The employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday;
- (c) The employee must work on the Employer's last scheduled day before and the first scheduled day after the holiday unless an excuse acceptable to the Employer is presented.
- (d) The employee must not be on a leave of absence, layoff, or disciplinary suspension;
- (e) If a recognized holiday falls within an employee's regularly scheduled vacation, he shall be entitled to an extra day of vacation which may be taken at the beginning or end of the scheduled vacation period in lieu of holiday pay.

Section 14.1. Recognized Holidays. All full time employees shall receive eight (8) hours of pay at their straight time rate of pay, or pay for the number of hours normally scheduled to work if more or less than eight (8) hours, exclusive of all premiums, for each of the following holidays, provided they are otherwise eligible:

New Year's Day
Presidents Day
Good Friday (afternoon only commencing at noon)
Memorial Day
Independence Day
Labor Day
Martin Luther King Day
Veteran Day
Thanksgiving Day
Friday Following Thanksgiving Day
December 24 or the last workday before Christmas is celebrated pursuant to Sec. 14.2
Christmas Day
December 31 or the last workday before New Year's Day is celebrated pursuant to Sec. 14.2

Section 14.2. Holiday Celebration. If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday. If a regular full time employee in a 24 hour program is normally scheduled to be off work on a holiday recognized under this Agreement, he shall receive an alternate day off within the same or the following pay period, or shall receive an additional day's pay in lieu of the time off.

VACATIONS

Section 15.0. Vacation Benefit. All full time employees and regular part-time employees included within the bargaining unit who have the required seniority on their anniversary date of hire each year and who shall have worked during the period establishing his vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

| Seniority Required | Hours Pay | Time Off |
|--------------------|-----------|-------------|
| 1 Year | 80 | 10 workdays |
| 5 Years | 120 | 15 workdays |
| 10 Years | 160 | 20 workdays |
| 15 + Years | 200 | 25 workdays |

Section 15.1. Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have actually worked for the Employer during the immediate one (1) year period preceding the anniversary of his date of hire a total of at least one thousand five hundred (1,500) straight-time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service in accordance with the following schedule, provided (1) worked for a minimum of one year, and, (2) he worked the requisite and qualifying number of hours as set forth below; vacation time off shall not be reduced as a result of an employee receiving a percentage of full vacation pay:

| Number of Hours | Percentage of Vacation Pay |
|-----------------|----------------------------|
| 500-599 | 30% |
| 600-749 | 40% |
| 750-899 | 50% |
| 900-1,049 | 60% |
| 1,050-1,199 | 70% |
| 1,200-1,349 | 80% |
| 1,350-1,499 | 90% |

Section 15.2. Vacation Scheduling.

(a) Employees may schedule time off for their vacations during the twelve (12) months following their vacation determination date each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of their Department and the Employer's obligations to the public generally. The Employer shall respond to vacation requests within fourteen (14) calendar days after the request is submitted.

(b) Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Department Head or his designee. Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest seniority, provided the vacation requests are submitted on the same workday. In all circumstances, requests for vacation time off in a "block" of five (5) days shall take precedence over requests for vacation time for a shorter period. Under appropriate circumstances, a Department Head may permit an employee to work during what would have otherwise been the employee's scheduled vacation period. A maximum of forty (40) hours' vacation time earned by an employee during his prior anniversary year may be carried over into the following anniversary year, provided, however, such carry-over vacation time may not be accumulated from year to year and the combination of any such carry-over time and an employee's current benefit may not, at any point, exceed forty (40) hours plus whatever vacation benefit is attributable to the employee's most recent anniversary date of hire. Any excess accumulation shall be forfeited.

Section 15.3. Vacation Basis. Vacation pay will be computed at the straight-time regular rate of pay an employee is earning at the time he takes vacation leave, excluding all premiums.

Section 15.4. Benefit on Termination. There shall be no pro rata vacation benefit payment upon an employee's termination for just cause. In other terminations the vacation benefit will be computed on the same basis as outlined in Section 15.1 except that the total payout shall not exceed the equivalent of five (5) weeks of regular pay. In the event of a layoff, an employee who still retains

recall rights on his anniversary date will be credited with the vacation benefit earned prior to the layoff.

LONGEVITY

Section 16.0. Longevity Benefit. Longevity benefits shall be determined on an employee's anniversary date of hire each year. All full time employees who have completed a minimum of five (5) years continuous service with the Employer shall receive longevity benefits calculated on the basis of Forty Dollars (\$40.00) for each full year of continuous service, provided, however, the maximum payment allowed under this Section shall be Eight Hundred Dollars (\$800.00). There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever.

Section 16.1. Longevity Payment. Longevity benefits shall be paid in the first (1st) full pay period following an eligible employee's anniversary date of hire.

Section 16.2. Longevity Eligibility. Employees hired before ratification of this Agreement are eligible for longevity benefits. Employees hired after ratification of this Agreement shall not be eligible for longevity benefits.

INSURANCE

Section 17.0. Hospitalization Insurance.

(a) During the term of this Agreement, the Employer agrees to pay the required premiums for each full time employee, including dependent coverage, under the Employer's Blue Cross/Blue Shield program; provided, however, that if the employee and the employee's spouse are both eligible to participate as employees in group health plans funded by or through the County, the employee and the employee's spouse shall elect coverage under only one such plan. Coverage of the employee, the employee's spouse, and/or the employee's dependents under two or more County health care plans shall not be permitted unless it is to the financial advantage of the County to permit such. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to elect the plan for the employee or employees. The Blue Cross/Blue Shield Plan shall be MVF-1 basic coverage with master medical option 1 (including Prescription Drug Program with \$5 co-pay), ML Rider, a D45NM Rider, OMB, and VST. Applications shall be secured from the Personnel Office, signed, and returned indicating whether or not the insurance is desired. Employees who elected to purchase the master medical option 4 rider through the Section 125 Flexible Spending Plan before 1/1/94 may continue to do so for the duration of the contract. Coverage shall become effective with the first (1st) billing cycle following completion of thirty (30) calendar days of continuous employment with the employer. Part-time employees working an average of 32 hours weekly may participate in this insurance at their own cost through a payroll deduction. The costs of Family Continuation and Sponsored Dependent riders elected after January 1, 1994, shall be paid by the employee with a payroll deduction through the Flexible Spending Account. Such riders existing before January 1, 1994, may continue in effect at the Employer's expense. Application and election forms shall be secured from and filed with the County Personnel Officer.

(b) If an employee desires, he may, by an option exercised in writing and delivered to the County Personnel Office, elect to accept a cash alternative in the amount Forty Dollars (\$40.00) each pay period if he is not already covered by the insurance of a spouse whose premiums are paid by County or Court funds, with the following exception: any such employee receiving the supplement of twenty dollars (\$20) per pay period in lieu of insurance as of December 31, 1990, shall continue to receive that supplement for the duration of this Agreement.

(c) In lieu of the hospitalization insurance coverage provided by subsection (a) of this Section and the options set forth in subsection and the options set forth in subsection (b) of this Section, a full time employee who has completed sixty (60) calendar days of continuous employment with the

Employer may elect in writing to participate in a Health Maintenance Organization of his own choice. It is the employee's responsibility to make arrangements with both the Offices of Human Resources and the Health Maintenance Organization for the processing of all necessary documentation relating to participation by the employee and his dependents, if any, in the Health Maintenance Organization. The Employer may adopt rules and regulations regarding both when the option permitted by this subsection may be exercised and the length of time such an option must be in force. The Employer's financial contribution toward the cost of an employee's participation in a Health Maintenance Organization shall be limited to the amount which would otherwise be paid towards the Blue Cross/Blue Shield program for which the employee is eligible as specified in (a) above. Any increases in premium costs shall be paid by the employee through a payroll deduction.

(d) As soon as administratively possible, the County will install a Section 125 Flexible Spending Account for employees use in paying the insurance premium difference, medical expenses not covered by insurance and child care expenses.

Section 17.1. Dental Insurance. During the term of this Agreement, the Employer agrees to pay the required premiums to continue in effect its current program of dental benefits for each full time employee, including dependent coverage, included within the bargaining unit. This coverage shall become effective on the first (1) workday following completion of sixty (60) continuous calendar days of employment with the Employer.

Section 17.2. Optical Insurance. Beginning October 14, 1984, and continuing during the term of this Agreement, the Employer agrees to pay the required premiums for a program of optical insurance covering each full time employee, including dependent coverage, included within the bargaining unit. This coverage shall become effective on the first (1st) workday following completion of sixty (60) continuous calendar days of employment with the Employer.

Section 17.3. Sickness and Accident Insurance.

(a) The Employer shall obtain and pay the required premiums for a program of sickness and accident insurance benefits for full time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of sixty (60) calendar days of employment with the Employer. Employees who become totally disabled and prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty seven percent (67%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability nor more than twenty six (26) weeks in any twelve (12) month period commencing with the date of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, Michigan's no-fault insurance, or any Employer contributed salary continuation program.

(b) Accrued sick days earned prior to June 1, 1983, shall be converted to a monetary amount to be used only as set forth in this subsection. The first two hundred and forty (240) hours of an employee's sick leave credits as of June 1, 1983, will be multiplied by the employee's June 30, 1982, straight-time hourly rate of pay and the resulting product added to the sum, if any, arrived at by multiplying one-third (1/3) times the number of accrued sick leave hours in excess of two hundred and forty (240) times the employee's June 30, 1982, straight-time hourly rate of pay. This conversion shall result in a monetary "bank" from which an employee may use in the following manner:

(1) To supplement sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.

(2) Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of his normal gross weekly wages.

(3) Upon death, termination for other than just cause, or retirement, the employee will be paid for any amounts remaining in his sick bank.

Section 17.4. Term Life Insurance. During the term of this Agreement, the Employer will pay the required premiums for a term life insurance policy in the amount of Fifteen Thousand Dollars (\$15,000) for each insurable, full time employee covered by this Agreement. In addition, the Employer shall pay the required premiums for an accidental death and dismemberment insurance policy with a maximum policy benefit of Fifteen Thousand Dollars (\$15,000) for each insurable, full time employee covered by this Agreement. At and after the age of 65, the benefit shall be reduced according to a schedule provided by the insurance carrier except that employees covered by this agreement who are 65 years or older as of 1/1/94 shall not be affected. This coverage shall become effective on the first (1st) workday following completion of thirty (30) continuous calendar days of employment with the Employer.

Section 17.5. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 17.0 through Section 17.4; to become self-insured, either wholly or partially, and to select the administrator of any such program; to institute cost-containment measures, and to alter the means by which benefits are delivered, provided that the benefits provided under any new program are substantially equivalent to the benefits provided under Sections 17.0 through Section 17.4.

Section 17.6. Provisions of Insurance Plans. No matter respecting the provisions of any of the mutually established insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

Section 17.7. Continuation of Benefits.

(a) Except with respect to those situations covered by this section, there shall be no liability on the part of the Employer for any insurance premiums payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, retirement, or termination commenced or occurred.

(b) While a full time, nonprobationary employee is on a medical leave of absence and is receiving benefit payments through the Employer's sickness and accident insurance carrier or is receiving compensation benefits pursuant to the Workers' Compensation Act, the Employer will continue to pay the required premiums for hospitalization insurance coverage, including dependent coverage, for that employee. The Employer's obligation under this subsection shall be limited to a period of up to six (6) months and, further, shall not extend beyond the period when the employee is actually receiving benefit payments through the Employer's sickness and accident insurance carrier or is receiving compensation payments pursuant to the Workers' Compensation Act, whichever is shorter.

(c) Employees desiring to continue insurance coverage in situations not provided for by this Agreement may do so by paying the required premiums therefor through the Controller's office if permissible under the regulations of the insurance carrier and if such continued coverage is permitted by the Employer.

RETIREMENT

Section 18.0 Retirement Plan

(1) Effective the first full payroll period beginning on or after January 1, 1989, employees covered by this Agreement may participate in the Calhoun County Saving Plan, as amended, according to its terms.

(2) For those Union employees who are eligible to participate in the Calhoun County Savings Plan (401k) and who attain, or have attained, five (5) years of county seniority during the year, a contribution equal to 2% of the employees' gross wages shall be made by the County to their individual accounts upon the conclusion of the year.

Section 19.1 Hourly Rates. For each calendar year 1994 and 1995, the wage schedule shall be increased by two percent (2%) effective with the beginning of the first full pay period in each year.

Section 19.2. Advancement Within Pay Grades.

(a) Each new employee covered by this Agreement shall initially be paid at the "start" rate for the pay grade applicable to his classification, unless a different rate of pay is established pursuant to Section 19.3. Advancement to the next salary Step and all subsequent Steps shall be placed into effect upon completion of one (1) year of full service at each Step, adjusted, if necessary, in accordance with Section 10.2.

(b) Employees who are awarded a position pursuant to Section 10.6 which has a higher-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially be placed in the earliest step of the new pay grade which will result in a projected increase in pay of at least two hundred eight dollars (\$208) more during the ensuing 12 months than he would have received without the change in pay grade.

(c) Employees who are awarded a position pursuant to Section 10.6 which has an equal or lower-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially retain the same salary Step they were at immediately prior to the time they were awarded the new position. Any future advancements within the employee's wage scale will be governed by completion of the required service at each Step.

Section 19.3. Hiring Above the Minimum. Nothing contained in this Agreement shall in any way limit the Employer from hiring persons at up to and including the second (2nd) year Step, provided this becomes necessary in the recruitment of personnel who possess the qualifications designated and required for the position, and, provided further, that employees shall not be hired above the minimum except upon approval of the board of Commissioners after advance notice has been given to the Union.

Section 19.4. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of thirty (30) calendar days and the employee has been specifically designated by the Department Head or the Board as occupying the temporary assignment or as serving in an "acting" capacity. After thirty (30) days in such a temporary assignment, the employee shall be paid at the higher rate as of the beginning date of the temporary assignment. That rate shall be the earliest step in the new range which will provide a projected increase in pay of at least two hundred eight dollars (\$208) more during the ensuing 12 months than he would have received without the change in pay grade.

Section 19.5 Reclassifications. When an employee's classification is upgraded to reflect increased responsibilities, the employee shall retain the same pay step and anniversary date in the new classification as in the old classification, except when expressly provided otherwise with the reclassification. In either event, he shall receive a projected increase in pay of at least two hundred eight dollars (\$208) more for the ensuing 12 months than he would have received without the change in classification.

PART-TIME EMPLOYEES

Section 20.0. Part-Time Employees. Regular part-time employees included within the bargaining unit set forth in Section 1.0 shall:

(a) Receive straight-time regular hourly rate of pay for all hours worked in accordance with his position on the Employer's wage schedule and shall receive Step increases on the annual anniversary date of hire.

(b) Receive no fringe benefits other than those specifically set forth in this subsection, subject to satisfying the eligibility requirements set forth in this Agreement:

(1) Three (3) personal days pursuant to Section 13.9;

(2) Paid vacation time off pursuant to Section 15.0 and 15.1, provided, however, regular part-time employees may use paid vacation time off only on those days when they are actually scheduled to work;

(3) Double time their straight-time regular rate of pay for all hours actually worked on any of the recognized holidays set forth in Section 14.1.

(4) If a part-time employee becomes full time, that employee will become eligible for insurance coverages with the next billing cycles provided he/she shall have been credited with the equivalent of thirty (30) days of service.

(5) Part-time employees working in five (5) weekday operations shall receive pro rata holiday pay in proportion to the number of hours normally scheduled to work in a pay period for holidays not worked.

MISCELLANEOUS

Section 21.0. Access to Personnel Records. The employee shall have the right to inspect his own personnel file at times convenient to the employee and the Employer.

Section 21.1. Address Changes. All employees shall promptly notify the Personnel Office in writing of any change in name or address and, in any event, no later than five (5) calendar days after such change had been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 21.2. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 21.3. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

Section 21.4. Closing of County Building. When it is deemed by the Employer to be necessary to close County buildings or to curtail certain services as a result of "Acts of God", the determination shall be made by the Chairman of the Calhoun County Board of Commissioners or his designated representative. The Employer reserves the sole and exclusive right to determine whether County buildings will be closed or services curtailed and to determine whether the employees affected will be compensated for time lost from work under this Section. If the Employer determines employees will not be compensated for time lost from work under this Section, the affected employees may elect: (1) to receive no compensation, or (2) to receive compensation for the time lost from work by use of

their accrued vacation time off or unused personal days. The Employer's rights pursuant to this Section shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

Section 21.5. Clothing Allowance. If employees are required to wear a specific uniform designated by the Employer, they shall either be furnished the uniform or they shall receive a clothing allowance of one hundred thirty-five (\$150.00) every six (6) months.

Section 21.6. Educational Benefits. Where further training or education is necessary for job performance or will lead to improved job performance, the Department Head may recommend to the Board of Commissioners that the Employer pay the cost of such training or education or reimburse the employee for such cost upon successful completion of such training or education.

Section 21.7. Gender. The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 21.8. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit set forth in Section 1.0, the Union shall be notified of the rate of pay assigned to the classification, together with a description of the duties of the new classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Director of Human Resources within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate any changes which might be required.

Section 21.9. Parking. Absent any Federal or State mandate to the contrary, for the life of this Agreement, free parking will be provided for employees at the Toeller Building and the Hall of Justice in Battle Creek, Michigan, for Calhoun County Employees. This free parking is contingent upon continued obedience to all present relevant ordinances of Battle Creek and Calhoun County as of date of signing of this Agreement.

Section 21.10. Payment at Death of an Employee. Wages, vacation and unused personal leave due a deceased employee shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee. In the absence of a valid beneficiary designation, payment shall be made pursuant to the provisions of prevailing statutes.

Section 21.11 Personnel Policies. The Employer reserves the right to establish, publish, and to change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

Section 21.12. Printing of Agreement. The parties agree that the cost of printing this Agreement by the Employer's printing department and the cost of reproducing all execution copies shall be shared equally.

Section 21.13. Record-Keeping. Employees covered by this Agreement may periodically be required to record their time or other pertinent employment data and to submit such records to the Employer. The Employer reserves the right to require employees to use mechanical means such as time clocks, for such record-keeping purposes.

Section 21.14. Separability. If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby.

Section 21.15. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determination regarding the

veteran's employment status will be required to elect, no later than five (5) days following receipt by the Chief Steward of the Employer's answer in Step 4 of the Grievance Procedure, in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determinations. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and shall not thereafter be a subject of any further proceeding under this Agreement.

Section 21.16 Liability Insurance Reimbursement Employees who are required to drive their personal vehicles on business for the Employer, and whose insurance premiums are increased for that reason, shall be reimbursed in an annual amount not to exceed One Hundred Dollars (\$100) upon presenting proof of the additional premium expense.

SCOPE OF AGREEMENT

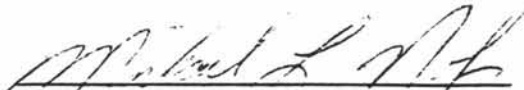
Section 22.0. Waiver. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise. It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by 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

Section 23.0. Termination of Agreement. This Agreement shall be effective on January 1, 1994 and shall remain in force until 11:59 p.m., December 31, 1995, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to 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.

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chairman of the Calhoun County Board of Commissioners at the Calhoun County Building, Marshall, Michigan, 49068. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union at the address reflected by the Employer's records. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

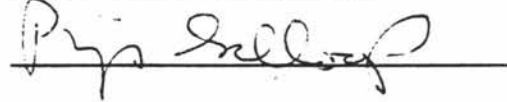
FOR CALHOUN COUNTY

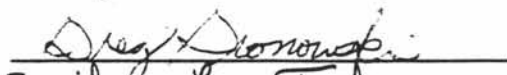

Chairperson, Board of Commissioners

County Clerk-Register

Date: April 7, 1994

FOR LOCAL 547 OF THE
OPERATING ENGINEERS





Jennifer L. Hudson
Date: 3/9/94

I.U.O.E. 1994 WAGE SCHEDULE (5/25/94)

| Rng | Job Title | Begin | 1 Yr | 2 Yr | 3 Yr | 4 Yr | 5 Yr |
|-----|---------------------------------|-------|------|-------|-------|-------|-------|
| A | Clerk (VA) | 6.79 | 7.06 | 7.33 | 7.60 | 7.87 | 8.15 |
| B | Receptionist (PO) | 7.27 | 7.56 | 7.85 | 8.14 | 8.44 | 8.72 |
| B | Clerk-Receptionist (VA) | 7.27 | 7.56 | 7.85 | 8.14 | 8.44 | 8.72 |
| C | Accounting Clerk (F) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Accounting Clerk I (C-R) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Clerk Typist (Ext) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Clerk Typist (PO) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Custodial Night Super | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Deputy Clerk-Register I | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Equalization Clerk | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Mail Courier | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Maintenance Mechanic I | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Receptionist-Clerk (H) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| C | Records Clerk (PO) | 7.64 | 7.95 | 8.26 | 8.55 | 8.86 | 9.17 |
| D | Accounting Clerk II (C-R) | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Admin. Secretary DPW/Drain | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Bookkeeper (T) | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Dep Clerk-Register II | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Legal Secretary I (PO) | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Maintenance Mechanic II | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Offset Press Operator | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Program Assistant (Ex) | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| D | Victim/Witness Unit Asst. (PO) | 8.02 | 8.34 | 8.66 | 8.99 | 9.31 | 9.63 |
| E | Administrative Secretary (C-R) | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Administrative Secretary (Fclt) | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Administrative Secretary (T) | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Clerical Support, Major Drug P | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Legal Secretary II (PO) | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Maint. Mech./Commun. Tech. | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Secretary (CD/DPW/Dain) | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Veterans Affairs Asst | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| E | Veterans Counselor | 8.44 | 8.78 | 9.12 | 9.45 | 9.78 | 10.12 |
| F | Accounting Assistant (T) | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Admin Assistant (C-R) | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Board Secretary/Admin Aide | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Maintenance Mechanic III | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Paralegal (PO) | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Vehicle Mechanic | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| F | Victim Services Assistant | 8.77 | 9.20 | 9.65 | 10.08 | 10.52 | 10.97 |
| G | Administrative Secretary (F) | 9.31 | 9.77 | 10.24 | 10.71 | 11.16 | 11.63 |
| G | Court Coordinator | 9.31 | 9.77 | 10.24 | 10.71 | 11.16 | 11.63 |
| G | Docket Coordinator | 9.31 | 9.77 | 10.24 | 10.71 | 11.16 | 11.63 |
| G | Payroll Specialist | 9.31 | 9.77 | 10.24 | 10.71 | 11.16 | 11.63 |
| G | Purchasing Assistant (F) | 9.31 | 9.77 | 10.24 | 10.71 | 11.16 | 11.63 |

| | | | | | | | |
|---|--------------------------------|-------|-------|-------|-------|-------|-------|
| H | Property Appraiser I | 9.89 | 10.39 | 10.88 | 11.37 | 11.86 | 12.36 |
| I | CRP Investigator (PO) | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Financial Administrator (DPW) | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Property Appraiser II | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Software Applications Sp (PL) | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Soil Scientist | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Victim/Witness Unit Coord | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| I | Criminal Justice Pgm Admin | 10.52 | 11.05 | 11.57 | 12.10 | 12.62 | 13.15 |
| J | Criminal Investigator (PO) | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| J | E911 Coordinator | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| J | Elections Specialist | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| J | Electrician | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| J | Planner | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| J | Property Appraiser III/Auditor | 11.17 | 11.74 | 12.29 | 12.85 | 13.41 | 13.96 |
| K | | 11.87 | 12.47 | 13.07 | 13.66 | 14.25 | 14.85 |
| L | | 12.48 | 13.23 | 13.97 | 14.73 | 15.47 | 16.23 |
| M | | 13.41 | 14.22 | 15.02 | 15.83 | 16.63 | 17.44 |
| N | | 14.42 | 15.29 | 16.15 | 17.02 | 17.88 | 18.75 |

I.U.O.E. 1995 WAGE SCHEDULE (5/25/94)

| Rng Job Title | Begin | 1 Yr | 2 Yr | 3 Yr | 4 Yr | 5 Yr |
|-----------------------------------|-------|------|-------|-------|-------|-------|
| A Clerk (VA) | 6.93 | 7.20 | 7.48 | 7.75 | 8.03 | 8.31 |
| B Receptionist (PO) | 7.42 | 7.71 | 8.01 | 8.30 | 8.60 | 8.90 |
| B Clerk-Receptionist (VA) | | | | | | |
| C Accounting Clerk (F) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Accounting Clerk I (C-R) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Clerk Typist (Ext) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Clerk Typist (PO) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Custodial Night Super | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Deputy Clerk-Register I | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Equalization Clerk | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Mail Courier | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Maintenance Mechanic I | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Receptionist-Clerk (H) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| C Records Clerk (PO) | 7.79 | 8.10 | 8.43 | 8.72 | 9.04 | 9.35 |
| D Accounting Clerk II (C-R) | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Admin. Secretary DPW/Drain | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Bookkeeper (T) | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Dep Clerk-Register II | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Legal Secretary I (PO) | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Maintenance Mechanic II | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Offset Press Operator | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Program Assistant (Ex) | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| D Victim/Witness Unit Asst. (PO) | 8.18 | 8.51 | 8.83 | 9.17 | 9.50 | 9.82 |
| E Administrative Secretary (C-R) | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Administrative Secretary (Fclt) | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Administrative Secretary (T) | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Clerical Support, Major Drug P | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Legal Secretary II (PO) | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Maint. Mech./Commun. Tech. | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Secretary (CD/DPW/Dain) | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Veterans Affairs Asst | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| E Veterans Counselor | 8.60 | 8.96 | 9.30 | 9.63 | 9.98 | 10.32 |
| F Accounting Assistant (T) | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Admin Assistant (C-R) | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Board Secretary/Admin Aide | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Maintenance Mechanic III | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Paralegal (PO) | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Vehicle Mechanic | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| F Victim Services Assistant | 8.95 | 9.38 | 9.84 | 10.28 | 10.73 | 11.18 |
| G Administrative Secretary (F) | 9.50 | 9.97 | 10.45 | 10.92 | 11.38 | 11.86 |
| G Court Coordinator | 9.50 | 9.97 | 10.45 | 10.92 | 11.38 | 11.86 |
| G Docket Coordinator | 9.50 | 9.97 | 10.45 | 10.92 | 11.38 | 11.86 |
| G Payroll Specialist | 9.50 | 9.97 | 10.45 | 10.92 | 11.38 | 11.86 |
| G Purchasing Assistant (F) | 9.50 | 9.97 | 10.45 | 10.92 | 11.38 | 11.86 |

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|---|--------------------------------|-------|-------|-------|-------|-------|-------|
| H | Property Appraiser I | 10.09 | 10.60 | 11.10 | 11.60 | 12.10 | 12.61 |
| I | CRP Investigator (PO) | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Financial Administrator (DPW) | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Property Appraiser II | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Software Applications Sp (PL) | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Soil Scientist | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Victim/Witness Unit Coord | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| I | Criminal Justice Pgm Admin | 10.73 | 11.27 | 11.80 | 12.34 | 12.87 | 13.41 |
| J | Criminal Investigator (PO) | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| J | E911 Coordinator | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| J | Elections Specialist | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| J | Electrician | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| J | Planner | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| J | Property Appraiser III/Auditor | 11.39 | 11.98 | 12.54 | 13.11 | 13.68 | 14.24 |
| K | | 12.11 | 12.72 | 13.33 | 13.93 | 14.53 | 15.15 |
| L | | 12.73 | 13.49 | 14.25 | 15.02 | 15.78 | 16.55 |
| M | | 13.68 | 14.50 | 15.33 | 16.15 | 16.96 | 17.79 |
| N | | 14.71 | 15.60 | 16.47 | 17.36 | 18.24 | 19.12 |

