

12/31/96

AGREEMENT

between

CALHOUN COUNTY BOARD OF COMMISSIONERS

and

CALHOUN COUNTY SUPERVISORY EMPLOYEES,
LOCAL NO. 2431, MICHIGAN COUNCIL #25,
A.F.S.C.M.E., AFL-CIO

Calhoun County

January 1, 1994 - December 31, 1996

I N D E X

	Section
Active Military Leave	12.4
Address Changes	19.1
Advancement within Pay Grades	16.3
Agency Shop	3.1
Amendment of Agreement	19.2
Arbitration	6.1
Arbitrator's Powers	6.3
Benefit on Termination	14.5
Benefit Records	19.3
Bereavement Leave of Absence	12.5
Captions	19.4
Classifications	16.1
Closing of County Building	19.5
Collective Bargaining Committee	2.1
Collective Bargaining Unit	1.1
Compensation	16.2
Compensatory Time	11.4
Consolidation of Jobs	19.6
Continuation of Benefits	15.8
Credit for Prior Experience	16.4
Definition of Grievance	5.1
Definition of Seniority	9.1
Dental Insurance	15.2
Duration	21.1
Early Returns from Leave	12.3
Education Allowance	19.7
Expedited Disciplinary Grievances	5.3
Family and Medical Leave	12.13
Gender	19.8
Grievances	5.8
Grievance Procedure	5.2
Grievance Resolution	5.6
Grievance Settlements	5.7
Hold Harmless	3.3
Holiday Celebration	13.3
Holiday Eligibility	13.2
HOLIDAYS	13.1
Hospitalization Insurance	15.1
Hourly Rates	16.2
Hours of Work	11.1

Identification of Union Representatives	2.3
Insurance	15.1
Job Posting	9.7
Job Related Injuries	19.9
Jury Duty	12.6
Layoff Procedure	10.1
Leaves of Absence	12.1
Lockout	8.3
Longevity Benefit	17.1
Longevity Payments	17.2
Loss of Seniority	9.4
Lost Time	5.9
Lunch Period	11.5
Maternity Leave	12.7
Medical Certificates and Examinations	12.8
MISCELLANEOUS	19.1 - 19.19
New Classifications	19.10
No Strike Pledge	8.1
Normal Workweek and Workday	11.1
Notification of Layoff	10.2
Notification of Recall	10.4
Payment at Death of Employees	19.11
Payroll Deduction for Union Dues or Service Fees	3.2
Penalty	8.2
Personal Days	12.9
Personal Leave	12.10
Personnel Policies	19.12
Probationary Period	9.2
Procedure for Requesting Leaves	12.1
Provisions of Insurance Plans	15.6
Purpose of Leaves	12.2
Recall	10.3
Reclassifications	16.6
Recognition	1.1
Recognized Holidays	13.1
Record-Keeping	19.13
Reserve Training Leave	12.11
Rest Periods	11.6
Retirement Plan	18.1
Rights of Employer	4.1
Scheduling	11.3
Selection of Arbitrator	3.2
Selection of Insurance Carrier	15.7

Seniority and Benefit	
Accumulation	9.3
Separability	19.14
Sickness and Accident Insurance	15.3
Special Conferences	7.1
Stewards	2.2
Super-Seniority	10.5
Temporary Assignment	16.5
Term Life Insurance	15.4
Termination	21.1
Time Computation	5.5
Time Limitations	5.4
Transfer to Nonbargaining Unit Position	9.5
Unemployment Compensation	19.16
Union Leave	12.12
Union Bulletin Boards	19.17
Union Literature	19.18
Union Security	3.1
Vacation Basis	14.4
Vacation Benefit	14.1
Vacation Eligibility	14.2
Vacation Scheduling	14.3
Veteran's Preference Claims	19.15
Vision Care Insurance	15.5
Waiver	20.1
Work Stoppages	8.1
Workweek and Workday Definitions	11.2

AGREEMENT

PURPOSE AND INTENT

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

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

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

THIS AGREEMENT, executed this ___ day of _____, 1994, effective the 1st day January, 1994, by and between CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer," and the CALHOUN COUNTY SUPERVISORY EMPLOYEES, LOCAL NO. 2431, affiliated with MICHIGAN COUNCIL #25, A.F.S.C.M.E., AFL-CIO, hereinafter referred to as the "Union."

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to Public Act 379 of 1965, as amended, 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 bargaining unit:

All full time supervisory employees employed by the Calhoun County Board of Commissioners, BUT EXCLUDING all elected officials, Department Heads, Department directors, employees of the Circuit, District and Probate Courts, the Chief Assistant Prosecuting Attorney, the Deputy Clerk/Register, Deputy Drain Commissioner, Deputy Treasurer, employees of the Calhoun County Sheriff's Department, employees of Calhoun County Community Mental Health Services, Calhoun County Health Department, confidential employees, and all nonsupervisory employees.

REPRESENTATION

Section 2.1 Collective Bargaining Committee. The Employer agrees to recognize not more than two (2) 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. Such bargaining sessions shall normally commence during the County's usual business hours.

Section 2.2. Stewards.

(a) The Employer hereby agrees to recognize two (2) Stewards and two (2) alternate Stewards, each of whom shall have one (1) year's seniority, to act as grievance representatives under this Agreement, in addition to the Local Union President. Alternate Stewards may exercise the functions of a Steward under this Agreement only if the Steward for that particular work location 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 a Steward will not be used to avoid those duties. They shall act in a manner which will not 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) The Employer agrees to compensate the Steward and his alternate 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.

Section 2.3. Identification of Union Representatives. 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 may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

UNION SECURITY

Section 3.1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, no later than thirty (30) days after the beginning of their employment with the Employer within the collective bargaining unit 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.

Section 3.2. Payroll Deduction for Union Dues or Service Fees.

(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.

(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. The following authorization form shall be used exclusively:

(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. Deductions for any calendar month shall be remitted to the Union's designated officer(s) no later than the twelfth (12th) day of each 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. The Employer shall also notify the Union of the names of those employees for whom deductions were not made and the reason(s) therefore.

(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.

(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 3.3 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 3.2 or from complying with requests for termination made by the Union under Section 3.1.

RIGHTS OF THE EMPLOYER

Section 4.1 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 service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their 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, including subcontracting, 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, 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) The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Further, nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon any elected or appointed Department Head.

GRIEVANCE PROCEDURES

Section 5.1. 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.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

(a) Step 1. An employee with a grievance shall, within five (5) days following occurrence of the event upon which the grievance is based, discuss it with his Department Head or his designated representative with the object of resolving the matter informally. If requested, the employee's Steward may be present. The Department Head shall give his verbal answer to the grievance within five (5) days following discussion of the grievance.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be reduced to writing in triplicate, stating the facts upon which it is based, when they occurred, specify the section of the contract which has allegedly been violated, and specify the remedy sought. The grievance must be signed by the employee who is filing the grievance and may or may not be signed by a Union representative. It shall be the responsibility of the grievant to submit a copy of the grievance to the appropriate Steward. The grievance must be given to the appropriate Department Head within five (5) working days from the date of the receipt of the Department Head's oral reply. A written answer to the grievance shall be given to the grievant within five (5) days after presentation of the written grievance. A copy of the answer shall be submitted to the Steward by the grievant.

(c) Step 3. If the reply to the grievance at the previous Step is not satisfactory, it may be appealed to the appropriate committee or subcommittee of the Board of Commissioners within ten (10) working days from the receipt of the Step 2 written reply. The Employer shall notify the Local Union President in writing of the name of its committee or subcommittee responsible for administering this step. A meeting shall be held within twenty (20) days after the date of receipt of said written appeal. The Employer shall give its written answer to the grievance to the Local Union President within twenty (20) days following the meeting at this step.

Section 5.3. 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 shall be given to the local Union President. Should an employee who has been discharged or given a disciplinary layoff consider such discipline to be improper, a written grievance shall, within five (5) working days following receipt of the written notice of disciplinary action by the affected employee, be filed initially at Step 2 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 within 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 5.4. 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 advance it to the next Step in a timely manner it shall be considered to be withdrawn. If the time procedure is not followed by the Employer,

the grievance shall automatically advance to the next Step, but excluding arbitration. 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 5.5. Time Computation. In computing days under the grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

Section 5.6. Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1 and 2 of the Grievance Procedures, 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 3 of the Grievance Procedures before such grievance resolutions shall be final. The local Union President shall be informed in writing of any grievances being considered by the Employer under the provisions of this section. A meeting concerning such grievances shall be held within twenty (20) days after the Local Union President's receipt of such notification. If the resolution of a grievance is disallowed, the Union may, if it desires, request arbitration in accordance with Section 6.1.

Section 5.7. 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 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 5.8. Grievance Form. The grievance form shall be mutually agreed upon by the Employer and the Union.

Section 5.9. 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 Procedure if he is required to be present. Lost time shall be compensated at the employee's straight time regular hourly rate of pay.

ARBITRATION

Section 6.1. 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 twenty (20) calendar days following receipt of the Employer's disposition in Step 3 of the Grievance Procedure. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the Personnel Office no later than twenty (20) calendar days following the date the Employer's Step 3 answer was due. The time limits for a request for arbitration may be extended by mutual agreement reduced to writing, provided the period of the extension is specified. If arbitration is not so requested within these time limits, the matter shall be considered withdrawn without prejudice by the Union.

Section 6.2. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall attempt to 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 chosen under the procedures of the American Arbitration Association, whose fees and expenses, as well as the fees for the American Arbitration Association, 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 6.3. 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 the 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, provided his decision has been rendered in conformity with the jurisdiction accorded to him under this Agreement. 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, the employee has received from any other source, except previously held part-time employment, overtime, and/or compensation received as a result of ownership.

SPECIAL CONFERENCES

Section 7.1. 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 three (3) 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 confined 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 at least one-half 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 8.1. 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 building, 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 to 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 engage in 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 8.2. Penalty. Any employee who violates the provisions of Section 8.1 shall be subject to discipline by the Employer, up to and including discharge.

Section 8.3. 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 8.1, 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 9.1 Definition of Seniority.

(a) Seniority shall be defined as the length of an employee's uninterrupted service with the Employer within the bargaining unit, set forth in Section 1.1, since the employee's last date of hire adjusted forward, if necessary, in accordance with this Agreement. An employee's "last date of hire" shall be the most recent date upon which he first commenced work within the bargaining unit set forth in Section 1.1. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

(b) Employees already employed by the County transferring into the bargaining unit shall receive credit for their years of service for all benefits, excluding job bidding, layoff and recall, and wages.

(c) 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.

Section 9.2. Probationary Period. All new full time employees covered by this Agreement shall be considered probationary employees for a period of six (6) months, without regard to the number of hours worked within the six (6) month period, after which time their seniority shall relate back to their last date of hire within the bargaining unit set forth in Section 1.1. 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. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement.

Section 9.3. Seniority and Benefit 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 15.3, 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 15.3, seniority will continue to accrue for sixty (60) calendar days. Except as 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 9.4. 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 dates unless an excuse acceptable 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 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 disciplinary layoff, unless an excuse acceptable to the Employer is presented.
- (f) If he has been on layoff status for a period of one (1) year;
- (g) If he fails to report for work within ten (10) calendar days following notification of recall from layoff by certified mail, return receipt requested, sent to his last known address;
- (h) 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;
- (i) If he makes a false and material statement on his employment application or on an application for leave of absence;
- (j) If he has been on a leave of absence for a period of one (1) year or for a period equal to the length of his seniority at the time such leave commenced, whichever is less;

Section 9.5. Transfer to Nonbargaining Unit Position. If an employee covered by this Agreement is or was in the past permanently transferred or promoted to a nonbargaining unit position with the Employer, except to the positions of Deputy Clerk/Register, Deputy Treasurer, and Deputy Drain Commissioner, he shall retain his seniority as of the date of the transfer or promotion and he shall, for a period of six (6) months, continue to accumulate additional seniority within the bargaining unit set forth in this Agreement while he is in the nonbargaining unit position. During the first (1st) six (6) months immediately following an employee's transfer or promotion to a nonbargaining unit position, the Employer may demote the employee to his former classification or the employee may request in writing to be relieved of his new position and he shall then be returned to his former classification. The Employer reserves the right to determine all conditions of employment for nonbargaining unit employees. Should an employee be returned to the bargaining unit, his seniority shall be reinstated upon the date of his return and he shall thereafter begin to accumulate additional seniority again. After an employee has been outside the bargaining unit in excess of two (2) years, his bargaining unit seniority shall be cancelled and he shall no longer be permitted to return to the bargaining unit with seniority.

Section 9.6. Seniority List. The Employer agrees to post a current seniority list on the Union bulletin board every six (6) months and to furnish a copy to the Local Union President. The seniority list will show the date of hire, names, job titles, and pay grades of all employees in the bargaining unit entitled to seniority. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a grievance has been filed within thirty (30) days following the date the seniority list was furnished to the Local Union President.

Section 9.7. Job Posting. All vacancies and/or newly-created positions within the bargaining unit that are expected to last more than thirteen (13) weeks and become vacant shall be posted on designated bulletin boards within seven (7) working days of the date the vacancy occurs. Copies of such postings shall be given to the President of the Union. Such posted positions shall indicate the Department having the vacancy, the nature of the position, the salary and the requirements of the position to be used for selection purposes. Positions shall be posted for no less than the seven (7) working days' posting period. Employees in the bargaining unit who apply for the position shall be given first consideration. The successful applicant applying for the position shall be granted a thirty (30) working day trial period to determine: (1) His desire to remain on the job; and (2) His ability to perform the job. During the thirty (30) working day trial period, the employee shall have the opportunity to revert back to his former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing. Nothing shall prevent a Department Head from selecting an employee outside the bargaining unit or outside County service who is deemed by him to be more qualified.

(a) The Department Head may assign an employee to fill the vacancy until the vacant position is awarded. Once a position is posted pursuant to this procedure, temporary assignments to that position, notwithstanding Section 16.5, or the continued employment of temporary employees for that position shall not exceed eight (8) weeks in duration.

(b) The Department Head may permanently fill a vacancy subject to this procedure from outside the bargaining unit whenever:

- (1) there are no bargaining unit employees who have submitted applications for the position, or
- (2) it is determined, after interviewing and reviewing the qualifications of unit members who apply for the position, that a better qualified candidate is available from outside the unit.

LAYOFF AND RECALL

Section 10.1 Layoff Procedure. The Employer may lay off employees whenever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

Layoffs shall take place on a Departmental basis in accordance with an employee's bargaining unit seniority in the classification affected by the layoff. The first employees to be laid off in the affected classifications shall be probationary employees, followed by those employees with the least amount of 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. A nonprobationary employee laid off from his classification shall, by utilizing his seniority within the bargaining unit, be reassigned by the Employer to displace the employee who possesses the least amount of seniority, within the bargaining unit, 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. The employee shall be deemed qualified for the displacement right on the basis of meeting the minimum requirements existing in the job description prior to the emergence of the necessity for lay-off. 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 a position paying no less than two-thirds (2/3) of the employee's normal weekly wages shall be considered to have resigned from employment. There shall be no bumping between Departments.

Section 10.2. Notification of Layoff. Whenever possible, the Employer agrees to give fourteen (14) 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 Local Union President. Whenever possible, the notification shall state the anticipated duration of the layoff.

Section 10.3. Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications 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 9.4.

Section 10.4. Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication from the department head or his/her designee. 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 Local Union President. The notice shall set forth the date the recalled employee is expected to return to work.

Section 10.5. Super-Seniority. During the period they hold such office, the local Union President and stewards shall be the last bargaining unit employees laid off from their classifications or their Departments and shall be the first bargaining unit employees to be recalled to their classifications within their Departments, provided such individuals possess the necessary skill and ability to perform the remaining required work. The preference set forth in this section shall apply only to layoff and recall and shall not be applicable to any alternate Steward(s). Among themselves, the Local Union President and Stewards shall be placed on the seniority list in their natural order of seniority.

HOURS OF WORK

Section 11.1. Normal Workweek and Workday. The normal workweek and workday shall consist of five (5) consecutive eight (8) hour days, except in seven (7) day continuous operations, where eight (8) hour days need not be consecutive.

Section 11.2. 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 workweek or workday. The Employer will not reduce the number of hours in the normal workweek or workday on a permanent basis unless the parties have first met and negotiated concerning possible alternatives to such reduced work schedules.

Section 11.3. Scheduling. The Employer shall have the right to modify scheduling of the normal workweek/workday, on a departmental basis, to meet its need and the public it serves. It is understood that an employee's work schedule may be occasionally changed to meet the specific operating conditions for a short period of time. An employee will be notified, in writing, at least fourteen (14) calendar days prior to any permanent change in his work schedule.

Section 11.4. Compensatory Time. Employees covered by this Agreement shall not receive premium pay. Such employees shall receive compensatory time off at the rate of one and one-half (1-1/2) times their regular straight time hours for all hours earned in excess of forty (40) hours in any work week. Earned time shall include all time worked and vacation, personal, holiday, bereavement, and compensatory leave time. Compensatory time shall not accrue to more than two hundred forty (240) hours and the Employer reserves the right to schedule time off for the employee to liquidate or reduce accrued compensatory time. Upon termination, earned compensatory time will be paid at the 1 and one-half (1-1/2) rate at which it accrued.

Section 11.5. Lunch Period. All employees shall receive a non-paid one (1) hour lunch period. Lunch periods may be staggered to accommodate efficient operation.

Section 11.6. 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 time scheduled by the Employer to permit continuous and efficient operation.

LEAVES OF ABSENCE

Section 12.1. Procedure for Requesting Leaves. Request for a leave of absence must be submitted in writing by the employee to his Department Head at least (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 12.2. 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 permanent employment while on leaves of absence unless agreed to by the Employer. Acceptance of permanent 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 12.3. 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 desire 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 12.4. 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 re-employed in accordance with the applicable Federal and State statutes if he has been honorably discharged from such military service, applies for re-employment within ninety (90) days after release from such active service, and is able to perform his required duties. Upon re-employment, 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. All benefits such as insurance or vacation shall cease immediately upon the employee's separation from employment.

Section 12.5. Bereavement Leave of Absence. Upon request, a nonprobationary employee will be granted a leave of absence, with pay, to attend matters involving a death in the employee's immediate family. The leave shall be for the number of work days listed below which he/she would otherwise have been scheduled to work, not to exceed 10 in a calendar year. If a holiday falls on one of these workdays, the Holiday shall be considered a scheduled work day under this Section. For the

purpose of this Section the term "immediate family" is defined as including the employee's:

Spouse (5)	Sister (5)
Parents (5)	Stepparent (5)
Parents of current spouse (5)	Stepchild (5)
Child (5)	Grandparents (5)
Grandchildren (5)	Brother (5)

Leaves granted under this Section shall commence no later than 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 12.6. Jury Duty. Any 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 pay day 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 12.7. Maternity Leave. Leaves of absence for disability due to pregnancy shall be treated the same as any other disability leave.

Section 12.8. 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 a 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 conclusion 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.

Section 12.9. Personal Days.

(a) On the first (1st) pay period of each calendar year, the Employer will credit each full time bargaining unit member with six (6) personal leave days. New hires will be credited with personal days on a pro rata basis from the date of hire to the end of the calendar year at the rate of 1.35 hours per remaining full pay period. An individual re-hired 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) Each personal day shall equal eight (8) hours at the employee's straight time hourly rate when he uses such paid time off.

(c) At the end of each payroll year, unused accrued personal time shall be forfeited 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. An exception to the foregoing shall be that a maximum of forty-eight (48) hour of accrued and unused personal leave time may be carried forward from the calendar year 1992 into 1993. Accrued and unused personal time shall have no monetary value and shall be forfeit upon termination except under the provisions of Section 19.11.

(d) All requests for personal days must be made to the employee's immediate supervisor twenty-four 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 days 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 day may be denied if the absence of the employee would unreasonably interfere with the services to be performed by the Employer. Personal days may be used 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 12.10. 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 12.11. Reserve Training Leave. A full time 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 meetings 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 for in this Section.

Section 12.12. Union Leave. One (1) member of the Union selected to attend a Union function shall be allowed time off not to exceed five (5) days per year without loss of seniority, but without pay, to attend said function.

Section 12.13. 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 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 terminate at the end of any work week during which the employee fails to maintain contact as required unless a reasonable explanation is provided.

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 13.1. 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. 13.3
Christmas Day
December 31 or the last workday before New Year's Day is celebrated pursuant to Sec. 13.3

Section 13.2. 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 13.3. 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 Christmas Eve Day or New Years Eve Day falls on a Saturday or Sunday, the preceding Friday will be treated as a 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 14.1. 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 14.2. 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) he 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 14.3. Vacation Scheduling. Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice. The Employer reserves the right to disapprove a vacation request for a particular period if the request would unreasonably interfere with efficient operations. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Department Head. 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, request for vacation time off in a "block" of five (5) days shall take precedence over requests for vacation time for a shorter 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 14.4. 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 14.5. Benefit on Termination. There shall be no pro rata vacation benefit payments 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 14.2 of this Agreement. In the event of lay-off, an employee who still retains call-back rights on his anniversary date will be credited with the vacation benefits earned prior to the lay-off.

INSURANCE

Section 15.1. Hospitalization Insurance.

(a) During the term of this Agreement, the Employer agrees to pay the required premiums for each full time employee, including spouse and minor dependent coverage, under the Employer's Blue Cross/Blue Shield program or its equivalent from another carrier; 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. 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. 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 may participate in this insurance at their own cost through a payroll deduction. 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, provided that the employee supplies proof of a reasonable level of health care coverage from another source.

(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 thirty (30) 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 Personnel 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 differences in premium costs shall be paid by the employee through a payroll deduction.

Section 15.2. Dental Insurance. During the term of this Agreement, the Employer agrees to pay the required premiums to continue in effect its current program of

ental benefits for each full time employee, including dependent coverage, included within the bargaining unit. This coverage shall become effective the first (1st) workday following completion of sixty (60) continuous calendar days of employment with the Employer.

Section 15.3. Sickness and Accident Insurance.

(a) In consideration for the program of sickness and insurance benefits described in this Section, the parties agree that their former program of paid sick days shall no longer continue to exist. No further use of time earned under the prior sick leave program, other than provided by this Section, shall be permitted.

(b) During the terms of this Agreement, 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 biweekly indemnity payments consisting of sixty seven percent (67%) of their normal gross biweekly 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, Michigan's no-fault insurance, any workers' compensation, or any Employer contributed salary continuation program.

(c) Accrued sick days earned prior to July 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 July 1, 1983 will be multiplied by the employee's December 31, 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 December 31, 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) To apply towards any loss of wages during the first eight (8) days of disability due to sickness, provided that the employee's personal days have been exhausted and provided the employee has actually qualified for and received the benefits under the policy.

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

Section 15.4. 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 twenty thousand dollars \$20,000 for each insurable, full time employee covered by this Agreement, and an additional twenty thousand dollars \$20,000 coverage for accidental death and dismemberment. At and after the age of 65, the benefit shall be reduced according to a schedule provided by the carrier. This coverage shall become effective the first day of a policy month following completion of thirty (30) continuous calendar days of employment with the Employer.

Section 15.5. Vision Care Insurance. During the term of this Agreement, the Employer agrees to pay the required premiums to continue in effect its current program of vision care for each full time employee and their dependents included within the bargaining unit. This coverage shall be effective on the first (1st) workday following completion of sixty (60) continuous calendar days of employment with the Employer.

Section 15.6. 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 15.7. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 15.1 through Section 15.5, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, to institute cost- containment measures provided the level of such benefits remains comparatively equal to existing coverage. Before the Employer changes insurance carrier(s), the local Union President shall be advised in writing of the Employer's intent to change insurance carrier(s) and be provided with a copy of the new insurance plan or proposal. Prior to adopting a different insurance carrier, the Employer will schedule a Special Conference with the Union to discuss the change.

Section 15.8. Continuation of Benefits.

(a) Except with respect to those situations covered by this Section and Section 19.9, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on 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 through the Personnel Office if permissible under the regulations of the insurance carrier and if such continued coverage is permitted by the Employer.

COMPENSATION

Section 16.1. Classifications and Hourly Rates. For purposes of this agreement, the classifications listed in Appendix A are assigned to the pay ranges indicated.

Section 16.2. Hourly Rates

(a) The hourly rates set forth in Appendix A shall be in effect with the beginning of the first full pay period of the year specified for all employees included within the bargaining unit described in Section 1.1 who remain employed by the Employer on the date this Agreement is ratified by the Union. An exception to the foregoing shall be that the two unit members whose pay rates were "frozen", and who are ahead of the attached schedules, shall receive a one percent (1%) increase in each of the covered years rather than the 2% provided in the schedules.

Section 16.3. 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 16.4. Advancement to the next salary Step and all subsequent Steps shall be placed into effect upon completion of one (1) year of full time service at each Step, adjusted, if necessary, in accordance with Section 9.3.

(b) Full time employees who are awarded a position pursuant to Section 9.7 which has a higher-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially be placed in the new pay grade which will result in a projected increase in pay for the ensuing twelve months of not less than Three hundred dollars (\$300). Further advancements within the new pay grade will be based upon the employee's completion of the required service at each Step. An employee's date in position within his classification will be the date of his initial entry into the new classification, adjusted, if necessary, in accordance with Section 9.3.

(c) Full time employees who are awarded a position pursuant to Section 9.7 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 rate of pay they were earning immediately prior to the time they were awarded the new position. Any future advancements within the employer's wage scale will be governed by completion of the required service at each step. An employee's date in position within his classification will be the date of his initial entry into the new classification, adjusted, if necessary, in accordance with Section 9.3.

Section 16.4. Credit for Prior Experience. With approval of the Board of Commissioners, employees hired with prior experience or training may be placed in the appropriate classification and given credit for service only if they have experience in excess of twenty-four (24) months to establish a pay scale but not of that beyond the twenty-four (24) month level. Once established in the scale, they shall be required to serve a period as regular employees in the line of progression to the next highest pay scale.

Section 16.5. 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 pay increase for the ensuing twelve (12) months of not less than three hundred dollars (\$300).

Section 16.6. Reclassifications. When an employee's classification is upgraded to reflect increased responsibilities, the employee shall be placed in the earliest step in the new range which will provide a projected pay increase for the ensuing twelve (12) months of not less than three hundred dollars (\$300), or to a higher step in the new range as recommended by the Reclassification Review Committee and approved by the Board of Commissioners. There shall be no change in the anniversary date of position and the employee will advance to the next step in the pay range, if any, on that anniversary.

LONGEVITY

Section 17.1. 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 Fifty Dollars (\$50.00) for each full year of continuous service, provided, however, the maximum payment allowed under this Section shall be One Thousand Dollars (\$1,000.00). There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever.

Section 17.2. Longevity Payments. Longevity benefits shall be paid in the first (1st) full pay period following an eligible employee's anniversary date of hire.

Section 17.3. 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.

RETIREMENT

Section 18.1. 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 Savings Plan, as amended, according to its terms. In addition, for those 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 employee's gross wages shall be made by the County to their individual accounts upon the conclusion of the year.

MISCELLANEOUS

Section 19.1. 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 ten (10) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 19.2. 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 19.3. Benefit Records. All records regarding benefits under this Agreement are computed and credited on the basis of official County records on file in the Personnel Office. These records are those furnished to the Personnel Office on a periodic basis by the Department Head.

Section 19.4. 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 19.5. Closing of County Building. When it is deemed by the Employer to be necessary to close County Buildings or curtail 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 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 elect 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 19.6. Consolidation of Jobs. The Employer agrees that any consolidation which results in elimination of jobs shall not be effected without a special conference. The Employer also agrees that such consolidation of jobs will not be put into effect until fourteen (14) calendar days after a special conference is held between the Union and the Employer.

Section 19.7. Education Allowance. Tuition and fees for Employer approved, job related courses, successfully completed, at in-county (if possible) accredited educational institutions--not to exceed four hundred and fifty dollars (\$450.00) per County fiscal year--will be reimbursed upon proper documentation presented to the Personnel Office.

Section 19.8. 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 19.9. Job Related Injuries. If any employee is injured or becomes sick due to job related causes whereby he will be unable to work and is entitled to Worker's Compensation benefits, he will receive, in addition to his worker's Compensation benefits, an amount sufficient to make up the difference between such benefits and his regular weekly income for a period of ninety (90) calendar days. Such supplemental pay will be deducted from the employee's accrued paid leave, including

vacation time off, and accumulated compensatory time off. In the event that such supplemental pay based upon the employee's previously accrued paid leave, including vacation time off, and accumulated compensatory time off is exhausted prior to the end of the ninety (90) calendar day period, the Employer shall continue such supplemental payments up to the completion of the ninety (90) calendar day period. In addition, the Employer agrees to keep in effect during the ninety (90) calendar day period, and pay the premiums thereof, the employee's life insurance.

Section 19.10. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit set forth in Section 1.1, the Union shall be notified of the rate of pay assigned to the 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 Personnel Director 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 19.11. Payment at Death of Employee. Wages, personal leave, and vacation benefits 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 statute.

Section 19.12. 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 19.13. 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 19.14. 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 19.15. Veteran's 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, in writing either the Grievance Procedures or his statutory remedy as his single means of challenging the Employer's determinations. If the employee elects to pursue his statutory remedy, any grievance concerning the Employer's employment determination shall be considered withdrawn and shall not thereafter be a subject of any further proceeding under this agreement.

Section 19.16. Unemployment Compensation. The Employer agrees to provide unemployment insurance coverage for all employees under this agreement, in accordance with State statute.

Section 19.17. Union Bulletin Boards. The Employer will provide bulletin board space in a major building in Marshall, Battle Creek, and Albion which may be used by the Union for posting notices pertaining to Union business.

Section 19.18. Union Literature. The Employer shall give to each person being hired, who is eligible for membership in the Union, a copy of the contract and any other mutually agreed upon literature which the Union has supplied to the Employer for this purpose.

Section 19.19. 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 fifty (\$150.00) every six (6) months.

SCOPE OF AGREEMENT

Section 20.1. 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.

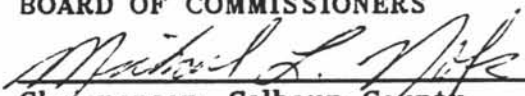
It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement each 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 21.1. Termination. This agreement shall become effective as of January 1, 1994 and shall remain in force until 11:59 p.m., December 31, 1996 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 3625 Douglas, Kalamazoo, Mi 49004-3403. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60) day prior to the expiration date of this Agreement.

FOR CALHOUN COUNTY
BOARD OF COMMISSIONERS

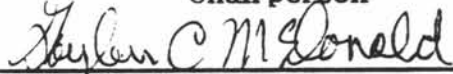

Chairperson, Calhoun County
Board of Commissioners

County Clerk-Register
Clerk to Calhoun County
Board of Commissioners

Date: April 7, 1994

CALHOUN COUNTY SUPERVISORY
EMPLOYEES, LOCAL NO. 2431
AFFILIATED WITH THE MICHIGAN
COUNCIL #25, AFSCME, AFL-CIO


Chairperson


AFSCME Council 25 Representative

Date: 4/13/94

AFSCME APPENDIX A

AFSCME TITLE	Rng	<u>Begin</u>	<u>1st Yr</u>	<u>2nd Yr</u>	<u>3rd Yr</u>	<u>4th Yr</u>	<u>5th Yr</u>
1994 Schedule	2%						
Administrative Secy (PO)	E	8.42	8.75	9.09	9.41	9.76	10.10
Office Super (Extension)	F	8.74	9.18	9.62	10.06	10.49	10.93
Clerk-Reg Coordinator	G	9.28	9.75	10.21	10.68	11.13	11.60
Building Supervisor	H	9.86	10.36	10.84	11.34	11.83	12.33
Fiscal Officer (Treas)	J	11.14	11.70	12.25	12.81	13.36	13.92
Fiscal Coord (Admin)	K	11.84	12.43	13.03	13.62	14.21	14.80
Facilities Superintendent	K	11.84	12.43	13.03	13.62	14.21	14.80
Service Mngr (Facilities)	L	12.44	13.20	13.93	14.69	15.43	16.18
1995 Schedule	2%						
Administrative Secy (PO)	E	8.58	8.93	9.27	9.60	9.96	10.30
Office Super (Extension)	F	8.92	9.36	9.81	10.26	10.70	11.15
Clerk-Reg Coordinator	G	9.47	9.95	10.41	10.89	11.35	11.83
Building Supervisor	H	10.06	10.57	11.06	11.57	12.07	12.58
Fiscal Officer (Treas)	J	11.36	11.93	12.50	13.07	13.63	14.20
Fiscal Coord (Admin)	K	12.08	12.68	13.29	13.89	14.49	15.10
Facilities Superintendent	K	12.08	12.68	13.29	13.89	14.49	15.10
Service Mngr (Facilities)	L	12.69	13.46	14.21	14.98	15.74	16.50
1996 Schedule	2%						
Administrative Secy (PO)	E	8.75	9.11	9.46	9.79	10.16	10.51
Office Super (Extension)	F	9.09	9.55	10.01	10.46	10.91	11.38
Clerk-Reg Coordinator	G	9.66	10.15	10.62	11.11	11.58	12.07
Building Supervisor	H	10.26	10.78	11.28	11.80	12.31	12.83
Fiscal Officer (Treas)	J	11.59	12.17	12.75	13.33	13.90	14.49
Fiscal Coord (Admin)	K	12.32	12.94	13.55	14.17	14.78	15.40
Facilities Superintendent	K	12.32	12.94	13.55	14.17	14.78	15.40
Service Mngr (Facilities)	L	12.95	13.73	14.50	15.28	16.06	16.83

