

AGREEMENT

between

CALHOUN COUNTY  
BOARD OF COMMISSIONERS

and

GOVERNMENT EMPLOYEES  
LABOR COUNCIL

January 1, 2009 through December 31, 2011

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## **AGREEMENT**

THIS AGREEMENT executed this 4<sup>th</sup> day of June, 2009, is entered into between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer", and the Association of Calhoun County Employees, hereinafter referred to as the "Union, affiliated with GOVERNMENT EMPLOYEES LABOR COUNCIL.

### **1.0 RECOGNITION**

**Section 1.0. Collective Bargaining Unit.** The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit: All regular full-time and regular part-time non-supervisory employees of Calhoun County working in the following Departments: County Clerk-Register of Deeds; County Treasurer; Prosecuting Attorney; Equalization; Administrative Services; Drain Commission; Cooperative Extension; Veterans Affairs; Juvenile Home BUT EXCLUDING all employees of the Health Department; elected officials, department heads, executives, supervisors, confidential employees; all employees of the Circuit, District, and Probate Courts; Sheriff Department employees; Road Commission employees; employees represented by the Calhoun County Prosecuting Attorneys' Association; temporary and seasonal employees; and all other employees.

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

- (a) **Regular Full-Time Employee.** A regular full-time employee is an employee who is regularly scheduled to work a minimum of eighty (80) hours per a two (2) week pay period in a position classified by the Employer as permanent.
- (b) **Regular Part-Time Employee.** A regular part-time employee is an employee who is working less than the full-time requirements of that position but at least a minimum of forty (40) hours per two (2) week pay period on a regular schedule basis.
- (c) **Temporary and Seasonal Employees.** A temporary or seasonal employee is an individual who performs work within the bargaining unit covered by this Agreement for a predetermined period of time to fill positions left vacant by reason of leaves of absence, vacations and emergencies, or is employed to supplement the work force.

Temporary and seasonal employees shall not be included in the bargaining unit and shall not be employed in excess of one hundred and eighty (180) calendar days in any twelve (12) month period commencing from the original date of hire without an express waiver from the Union. If a temporary employee becomes a regular full-time employee, the bargaining unit will recognize seniority from the original date of temporary, uninterrupted employment; the probation period for such employees shall not be waived.

The Employer reserves the right to determine all conditions of employment for such individuals.

- (d) Casual Employees. Casual employees may be substituted to work at the Calhoun County Juvenile Home in the event of an absence of a regularly scheduled employee due to short notice vacancies. Casual employees may not work more than 1,040 hours in any calendar year and are not considered bargaining unit members. The parties agree that the Employer will provide copies of the time sheets reflecting the hours Casual employees work to the Chief Steward or his/her designee upon request.

## **2.0 REPRESENTATION**

### **Section 2.0. Union Stewards.**

- (a) Upon written notification by the Union, the Employer hereby agrees to recognize eight (8) Union Stewards consisting of one (1) Chief Steward, one (1) Vice-Chief Steward, and six (6) Facility Stewards (two (2) from the Battle Creek facility, two (2) from the Marshall facility, and two (2) from the Juvenile Home). Each Steward shall have a minimum of one (1) year of GELC seniority and shall act on behalf of the Union under this Agreement. The Vice-Chief Steward may exercise the functions of the Chief Steward only in the absence of the Chief Steward.

The Chief Steward and up to four (4) Facility Stewards shall serve as the Union Bargaining committee.

Members of the Union Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. The Bargaining Committee and such members recognized by the Employer shall be compensated at their straight time regular rate of pay for all time lost from their regularly scheduled working hours while meeting with the Employer in negotiations.

- (b) It shall be the function of the Facility Stewards to act in a representative capacity for the purpose of processing and investigating grievances in accordance with the grievance procedure for employees covered by this Agreement and working at the Steward's facility. Only one Facility Steward shall act as a representative concerning any grievance, unless the other Facility Steward is unavailable. The Union agrees that the Stewards will continue to perform their regularly assigned duties and that their responsibilities as Stewards will not be used to avoid those duties. They shall act in a manner which will not unduly disrupt nor interfere with the normal functions of the Employer. If it is necessary for a Steward or his/her alternate to temporarily leave his/her assignment to process a grievance, the Steward shall first request permission of his/her immediate supervisor or department head, whichever is appropriate. In the event it is necessary for a Steward to remain on his/her job after a request to handle a grievance is made, the Steward shall be relieved to perform his/her representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

- (c) All Stewards shall be expected to record all time spent performing their functions under this Agreement on a form designated by the Employer and shall report to their immediate supervisor or department head, whichever is appropriate, upon return to their regularly assigned duties.
- (d) The Employer agrees to compensate the Steward involved in processing a grievance at the Steward's 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, participating as a representative in an investigatory interview, or participating in representative activities requested by the Employer. If a Steward abuses the privileges extended herein, and, if the abuse is not corrected, the privilege may be revoked by the Employer.

**Section 2.1. Identification of Union Stewards.** The Union will furnish the Employer in writing with the names of its Stewards and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it 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.

**Section 2.2. Access to County Facilities.** In addition to those circumstances where this Agreement specifically permits or requires the presence of non-employee representatives of the Union at meetings with representatives of the Employer, additional access to County facilities or Departments for such non-employee Union representatives may be secured by obtaining prior permission from the department head responsible for administering the Department where such access is sought. In requesting such permission, the representative shall designate the Union business under consideration. The department head may grant access to the Union representative to visit the County facility or Department involved at a mutually agreeable time and date. Such access shall not interfere with or disrupt the normal conduct of business with any Department.

### **3.0 UNION SECURITY**

#### **Section 3.0. Agency Shop.**

- (a) As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after the beginning of their employment with the Employer or thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or, in alternative, pay to the Union a service fee determined by the Union in accordance with law.
- (b) An employee in the bargaining unit who fails to tender to the Union either periodic and uniformly required Union dues or, in the alternative, service fees in the amount determined shall be terminated by the Employer.

The Union shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering the Union dues or service fees, specifying the current amount of the delinquency and warning the employee that, unless the delinquent dues or service fees are paid within ten (10) working days of such notice, the employee shall be reported to the Employer with a request to terminate the employee as provided in this section. A copy of this letter shall be sent to the Human Resource Department.

- (c) If the employee does not tender his/her dues or service fees within the time specified, the Union shall submit the following notice to the Human Resource Department "The Union certifies that (name) has failed to tender either the periodic and uniformly required Union dues or service fees, required as a condition of continued employment under the collective bargaining agreement and requests that the employee be terminated under the terms of this agreement." A copy of this notice shall be sent to the employee. The Employer shall terminate the employee within fourteen (14) calendar days following the receipt of the above notice.

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

- (a) During the term of this Agreement, the Employer agrees to deduct or cause to be deducted periodic monthly Union dues or service fees from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form. The Union shall furnish the employer with a schedule of dues and service fees.
- (b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Human Resource Department.
- (c) Deductions shall be made only in accordance with the provisions of the written authorization form together with the provisions of this Section.
- (d) A properly executed copy of the written authorization form for each employee for whom Union dues or the service fee are to be deducted hereunder shall be delivered to the Human Resource Department 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) full payroll period following 30 days of employment, provided the checkoff authorization form has been received by the Human Resource Department and the employee has sufficient net earnings to cover the dues, or when applicable, the service fee, and shall continue thereafter with one-half (½) of the service fees or monthly dues, whichever is applicable, being deducted each payroll period. Deductions shall be remitted to the Union monthly.
- (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 and any subsequent changes in such amounts. The Employer agrees to furnish the union a monthly record of those employees for whom deductions have been made, together with the amount deducted for each employee.
- (h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- (i) The Employer shall not be responsible for dues or payment of the service fee 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 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 3.2. Hold Harmless.** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability arising out of action taken by the Employer pursuant to Section 3.1 or from complying with request for termination made by the Union under Section 3.0.

#### **4.0 RIGHTS OF THE EMPLOYER**

##### **Section 4.0. Rights.**

- (a) Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to discontinue, combine, or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, either in or out of the Employer's facilities, and in all respects to carry out the lawful, ordinary, and customary functions of County Government. All such rights are vested exclusively in the Employer. Disputes under this subsection shall be subject to the Grievance Procedure established in this Agreement but shall not be subject to Arbitration.

- (b) Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel; to subcontract, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.
- (c) Provided that no specific provisions in this Agreement are violated, the Employer reserves, without limitation, the right to establish rules and regulations for implementing Federal or State requirements or standards for the establishment of Equal Employment opportunity programs for women and minorities; for the introduction of merit system principles governing the selection, promotion, and the personnel transactions affecting the employees; for the establishment of a code of ethics; and for the regulation of political activities in a manner consistent with the provisions of the Federal statute commonly referred to as the "Hatch Act" for those positions where application of the "Hatch Act" is required to secure Federal funding.

#### **5.0 DISCIPLINE**

**Section 5.0. Just Cause.** The Employer agrees that it will not discipline or discharge any non-probationary employee covered by this Agreement without just cause. Employees shall receive copies of all written disciplinary action at the time it is imposed. A copy shall also be sent to the office of the County Administrator who shall, in turn, send a copy to the Chief Steward of the union. Failure to forward copies of disciplinary actions shall not nullify the discipline. All discipline shall be given within ten (10) days of the occurrence or within ten (10) days from when it is reasonable to assume that the Employer became aware of the reason for discipline, except when circumstances make it impracticable to do so. The Employer shall not, without legitimate reason, delay an investigation or delay imposition of discipline following conclusion of an investigation. Any grievance concerning a disciplinary suspension or discharge must be processed in accordance with Section 6.2, Expedited Disciplinary Grievances. Any grievance concerning any other form of disciplinary action must be processed in accordance with Section 6.1, Grievance Procedures.

#### **6.0 GRIEVANCE PROCEDURE**

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

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

- (a) Step 1. An employee who believes he/she has a grievance shall submit his/her complaint orally to his/her immediate supervisor (excluding employees in the same bargaining unit) within ten (10) calendar days after the occurrence of the event upon which the grievance is based. The employee may request the supervisor to arrange for a Facility Steward to be present when he/she submits his/her grievance orally.

The supervisor shall give the employee an oral answer to the grievance within ten (10) calendar days after the grievance has been submitted to the supervisor.

- (b) Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, stating the facts upon which it is based, when the event(s) occurred, specifying the Section(s) of the Agreement alleged to have been violated, and specifying the remedy sought. The grievance must be signed by the employee who is filing the grievance and by the Facility Steward. It shall be delivered to the employee's immediate supervisor (excluding employees in the same bargaining unit), within ten (10) calendar days from the date of the receipt of the oral reply. A written answer to the grievance shall be given to the employee within ten (10) calendar days after the written grievance is received by the supervisor.

- (c) Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance shall be appealed by the Facility Steward to the employee's Department Head within ten (10) calendar days from the date of receipt of the Step 2 reply. The Department Head shall meet with the Facility Steward to discuss the grievance within ten (10) calendar days from the date of receipt of the Step 3 appeal; the grievant shall attend the meeting if requested by either party. The Department Head shall answer the Step 3 appeal in writing to the Facility Steward within ten (10) calendar days following the meeting with the Facility Steward.

- (d) Step 4. If the Step 3 answer is not satisfactory to the Union, it may be appealed to the County Administrator or designee within seven (7) calendar days following delivery of the Step 3 answer to the Facility Steward. The appeal shall be in writing and shall explain the reason(s) for the appeal. The County Administrator or designee shall act as the agent for the Board of Commissioners in investigating and hearing the appeal of the grievance. Within twenty-eight (28) calendar days after receipt of the appeal, the County Administrator or designee shall meet with the Chief Steward or designee to discuss the grievance and attempt to resolve it. Either party may have a non-employee representative present if they so desire. The Employer will give its written answer to the grievance to the Chief Steward within twenty-eight (28) calendar days following the meeting at this Step.

**Section 6.2. Expedited Disciplinary Grievances.** Any non-probationary employee discharged or given a disciplinary suspension shall be notified in writing by the Employer at the time of such disciplinary action, a copy of which written notice shall be given to the Chief Steward or

designee. Should such a suspended or discharged employee consider such discipline to be improper, the employee shall, within ten (10) calendar days following receipt of the written notice of disciplinary action file a written grievance with the County Administrator or designee. The written grievance shall name the employee involved, state the facts upon which it is based, when the event occurred, specify the Section of the Agreement which has allegedly been violated, and specify the remedy sought, and be signed by the disciplined employee and the Chief Steward or designee. The County Administrator or designee and the Chief Steward or designee 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. Either party may have a non-employee representative present if they so desire. The County Administrator or designee shall answer the written grievance in writing, within ten (10) calendar days after such meeting. 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 6.3. Grievance Resolution.** Any grievance which is satisfactorily resolved at Steps 1, 2, or 3 of the grievance procedure, which has an economic implication over five hundred dollars (\$500), must be approved by the County Administrator or designee before it is final. The Chief Steward shall be informed in writing of any grievance being considered by the Employer under the provisions of this Section.

If the resolution of a grievance is disallowed, the Union may, if it desires, seek to arbitrate the matter in accordance with Section 7.0.

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

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

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

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

## **7.0 ARBITRATION**

**Section 7.0. Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice to the County Administrator or designee of its intent to arbitrate within thirty (30) calendar days following the earlier of (a) receipt of the Employer's answer in Step 4 of the Grievance Procedures, (b) receipt of the Employer's answer to an expedited disciplinary grievance under Section 6.2, or (c) the date the Employer's Step 4 answer or expedited disciplinary grievance answer was due. Further, the Union must request a panel of arbitrators from the Michigan Employment Relations Commission no later than two (2) weeks following its notification of intent to seek arbitration. By mutual agreement, time limits may be extended by the parties in writing, provided the length of the extension period is specific.

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

**Section 7.2. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she 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/she have power to change any classification, wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a statute or ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than thirty (30) calendar days prior to the time the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation, including unemployment compensation, except previously held part-time employment or overtime.

## **8.0 SPECIAL CONFERENCES**

**Section 8.0. Special Conferences.** Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between three (3) representatives of the Union and representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confirmed to those included in the agenda. The employee members of the Union shall not lose time or pay for time spent in such special conferences held during their regularly scheduled working hours. Special conferences shall normally commence during the County's usual business hours. The Union representatives may meet on the Employer's property for at least one-half (½) 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.

## **9.0 WORK STOPPAGES**

**Section 9.0. No Strike Pledge.** The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's 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 for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or 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 9.1. Penalty.** Any employee who violates the provisions of Section 9.0 shall be subject to discipline by the Employer, up to and including discharge.

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

## **10.0 SENIORITY**

**Section 10.0. Definition of Seniority.**

- (a) GELC bargaining unit seniority shall be defined as the length of an employee's continuous service within the bargaining unit set forth in Section 1.0 from the most recent

date of his/her initial entry into the GELC bargaining unit. This date is to be used for the purpose of job bidding and paid time off scheduling.

- (b) County seniority shall be defined as the length of an employee's continuous service within the County from the most recent date of hire. 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 one (1) year of full-time continuous employment. Partial years of prior service shall not be credited. "Years" shall be calculated from anniversary date of hire and termination. This date is to be used for the purpose of longevity, paid time off accruals and 401(k).
- (c) Classification seniority shall be defined as the length of an employee's service with his/her particular job title/description measured from the date of his/her initial entry into the classification. This definition shall not be applicable in situations where an employee is awarded a position in a different Department without changing his/her job title/description; in such instances, the employee's classification seniority in his/her new Department shall be deemed to be the date he/she first commenced work in the new Department.
- (d) Part-time employees shall have their service adjusted to a full-time equivalent in order to conform to the definitions contained in subsections (b) and (c) of this Section. This calculation of County and classification seniority shall be accomplished by dividing the number of hours actually worked by the part-time employees by 2,080 and adjusting the employee's County and classification seniority dates forward by the ratio achieved by the division.
- (e) Employees who commence work on the same date shall be placed on the seniority list in alphabetical order by employee's last name.
- (f) The application of seniority shall be limited to the preference and benefits specifically recited in this Agreement.

**Section 10.1. Probationary Period.** Except as otherwise provided, all new regular full-time and regular part-time employees hired after the date of contract ratification 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. Employees hired before the date of contract ratification shall be considered probationary employees for a period of three (3) months, without regard to the number of hours worked within the three (3) month period, after which time their seniority shall relate back to their last date of hire. For employees who are absent during the probation period due to a leave of absence, layoff or disciplinary suspension, the probation period shall be automatically extended for the number of days equal to such absence. Upon written notice to either a regular full-time or regular part-time employee before the probationary period has expired, the probation period may be extended for up to an additional three (3) months. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement

and without recourse to the Grievance Procedure set forth in this Agreement. There shall be no seniority among probationary employees.

**Section 10.2. Seniority Accumulation.** All non-probationary employees covered by this Agreement shall continue to accumulate County, GELC, and classification seniority while on leaves of absence or layoffs for the purposes listed within seniority classifications. There will be no retroactive adjustment for leave of absences or layoffs.

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

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

**Section 10.4. Seniority List.** The Employer agrees to post and to submit a seniority list consisting of a current original hire date, position date, and bargaining unit seniority date to the Chief Steward by January 5th of each year. The seniority list shall be deemed to be correct for



the purposes under this Agreement unless the Union contacts the Human Resources Department by January 30th of that year.

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

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

- (a) Notices of vacancies occurring in the bargaining unit will be posted for a period of five (5) days. Interested non-probationary employees may bid for the vacancy by submitting a written Request to Bid or Transfer, on a form to be provided by the County, to the Human Resources Department no later than the end of the posting period. Employees will not be considered for any promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.
- (b) In filling a posted vacancy, the department head:
  - (1) shall determine that the candidate meets the minimum qualifications specified in the established job description;
  - (2) shall evaluate the relative experience, knowledge and skill of bidding candidates;
  - (3) may review documents in candidates' County personnel files relating to attendance, discipline, performance evaluations conducted within the previous three (3) years, and job related test scores.
  - (4) will conduct oral interviews and may conduct job related testing in the screening process.

If a resume and/or a new employment application is required, notice shall be given in a like manner.

- (c) Where the above general qualifications are equal, employees with the greatest bargaining unit seniority shall be entitled to the position if it is awarded to a bargaining unit member.
- (d) No employee will be permitted to seek another position through this procedure if he/she has been awarded another position within the preceding six (6) months as a result of an earlier award under this procedure; unless he/she is a part-time employee seeking a full-time position and did not bid from a full-time to the part-time position.

- (e) The Department Head may assign an employee to fill the vacancy until the position is awarded. Once a position is posted pursuant to this procedure, temporary assignments to that position, notwithstanding Section 19.3, or the continued employment of temporary employees for that position shall not exceed eight (8) weeks duration.
- (f) The Department Head may fill a vacancy from outside the bargaining unit whenever:
  - (1) there are no qualified bargaining unit employees who have submitted applications for the position, or;
  - (2) it is determined, after thoroughly reviewing the qualifications of unit members who bid for the position, and conducted interviews, that a better qualified candidate is available from outside the unit whose better qualifications can be documented and verified.
- (g) A bargaining unit employee who is awarded a bid under this procedure shall be granted a thirty (30) day trial period to determine his/her desire to remain on the job and/or his/her ability to perform the job satisfactorily. During the trial period, the employee shall have the opportunity to revert back to his/her former position if he/she desires. If the employee is unsatisfactory in the new position, he/she may be returned to his/her former position by the Employer, or to a position on the same shift equal rated to his/her former position, without loss of seniority, and other employees who are affected by such action may also be returned to their former positions.

### **11.0 LAYOFF AND RECALL**

**Section 11.0. Layoff Procedures.** The Employer may lay off employees wherever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized; provided however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform the remaining work.

- (a) Layoffs will occur by classification in the Department as deemed necessary by the Employer in the following order with the employee with the lowest seniority being laid off first (ties to be broken in the listed order):
  - i. Probationary employee in the affected classification.
  - ii. Lowest seniority in the affected classification.
  - iii. Lowest seniority in GELC.
  - iv. Lowest seniority in the County.
  - v. By last name in alphabetical order pursuant to 10(e).

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

**Section 11.1. Notification of Layoff.** The Employer agrees to give fourteen (14) calendar days advance notification of layoff by written communication. The notification shall be hand-delivered or sent by certified mail to the employee's last known address. A copy of such notification shall be issued to the Chief Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

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

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

**Section 11.4. Voluntary Layoff/Voluntary Work Hour Reduction.**

- (a) Except as provided in subsection (c), in the event that layoffs are necessary, the Employer may offer bargaining unit employees the option of voluntary layoff. Voluntary layoff shall be for no less than one (1) week or more than thirty (30) days. Notwithstanding Section 10.3.(g), employees on voluntary layoff shall not be required to return to work sooner than originally agreed upon absent consent by employee. Employees on voluntary layoff shall not have benefits reduced except that such employees shall not accumulate paid time off while on layoff status. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Alternative layoff schedules of less than

thirty (30) days may be implemented upon mutual agreement between the Employer and employee.

- (b) Except as provided in subsection (c), in the event that layoffs are necessary, the Employer may offer bargaining unit employees the option of a voluntary reduction of work hours to circumvent a layoff or to reduce the number of laid-off employees. Employees can return to a normal schedule upon the giving of thirty (30) days written notice to the Employer. The Employer can return the employee to a normal schedule with thirty (30) days of notice. Employees on voluntary reduction of work hours, working 32 hours per week or more, shall not have benefits reduced. Employees shall not reduce their work hours to less than 32 hours per week. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Voluntary reduction of work hours shall not last longer than six (6) months per employee per calendar year, unless mutually agreed between Employer and employee.
- (c) In the event that more employees than necessary volunteer for layoff or reduction of hours, the most senior volunteers shall be granted the layoffs/reduction, provided the Employer shall not be obligated to grant a voluntary layoff/reduction request where remaining employees would not have the qualifications, certification and present ability to fully and properly perform the remaining required work.

### **12.0 HOURS OF WORK**

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

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

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

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

**Section 12.4. Premium Pay and Compensatory Time.** An eligible employee's holiday pay or the employee's hours actually worked on a recognized holiday, whichever is greater, will be considered hours actually worked for purposes of calculating premium pay under this Section.

- (a) Overtime is that time actually worked in excess of forty (40) hours per work week and authorized in advance by the Employer. An Employee shall be compensated at a rate of pay or in compensatory time off calculated at time and one-half (1½) for each hour over 40 hours worked.
- (b) **Standby Assignment** If an Employee is assigned to weekend warrant duty for weekend/holiday warrant coverage and is called in to work, the Employee will be guaranteed a minimum of three hours of pay, or pay for hours actually worked at the applicable rate for such date, whichever is greater. If the Employee is not called in, the Employee will receive one hour at the applicable rate for such date.
- (c) **Overtime Assignment** A Maintenance Employee who has finished his/her scheduled work shift or who has taken a paid day off, will receive a minimum of three hours of pay at time and one-half for all hours worked if the employee is called back to work.
- (d) Compensatory time shall be allowed in lieu of pay for overtime at the employee's election under the following circumstances:
  - (i) Compensatory time may accumulate to a maximum of forty (40) hours.
  - (ii) Compensatory time may be used in one-quarter (1/4) hour increments.
  - (iii) If an employee has reached the maximum accumulation of forty (40) hours, or because of budgetary concerns, the Employer reserves the right to schedule time off in lieu of pay.
  - (iv) Time and one-half (1½) the employee's straight time regular rate of pay shall be paid for all hours actually worked on holidays recognized under this Agreement, plus holiday pay if an employee is otherwise eligible. An employee shall be eligible for the premium pay provided for by this subsection only if all of his/her hours worked actually occur during the holiday involved or if he/she works on a shift which starts on the day before and a majority of his/her hours worked take place on the specified holiday. Further, the employer reserves the right to substitute another day off with pay within the same pay period the holiday(s) involved occurred in lieu of paying the premium provided for by this subsection.

**Section 12.5. No Duplication or Pyramiding of Premium Rates.** There shall be no duplication or pyramiding with respect to overtime pay calculations or premium pay. An employee claiming overtime pay or premium pay under two or more provisions of this Agreement shall receive only the greater of these benefits.

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

- (a) One (1) hour unpaid lunch period;
- (b) Thirty (30) minute unpaid lunch period;
- (c) Thirty (30) minute paid lunch period (only where they are required to continue to perform duties during the lunch period due to program constraints).

If an employee's unpaid lunch period is interrupted by a documented client's need and the employee is required to perform work, the employee shall be paid for a minimum one-half (½) hour, or for one (1) full hour if the time actually worked is more than one-half (½) hour. Lunch periods may be staggered to accommodate efficient operation.

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

### **13.0 LEAVES OF ABSENCE**

**Section 13.0. Procedure for Requesting Leaves.** Request for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

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

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

**Section 13.3. Military Leave.** A military leave of absence is subject to the Board of Commissioners policy on Military Leave dated 2/5/04 to ensure that all State and Federal regulations are followed.

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

- |                               |  |
|-------------------------------|--|
| Parents (5)                   | Brother-in-law (3)   |
| Spouse (5)                    | Sister-in-law (3)  |
| Parents of current spouse (5) | Brother (3)  |
| Child (5)                     | Sister (3)   |
| Stepchild (5)                 | Grandparents (3)   |
|                               | Grandchildren (3)  |
|                               | Grandparents of current spouse (1) to attend funeral or memorial service |

Leaves granted under this Section shall commence no later than the date of the funeral/memorial service. An employee excused from work under this Section shall, upon written request, be paid the amount of wages he/she would have earned by working his/her straight time hours on such scheduled days of work for which he/she is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his/her last day of work.

Part-time employees who have a fixed regular work week shall be entitled to bereavement leave on a pro-rata basis.

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

**Section 13.6. Jury Duty.** Employees serving on jury duty shall be granted administrative leave with pay and benefits for the time required to be present for jury duty. The Employee's normal pay for the periods of jury service shall be reduced by the amount of pay received from the Court, or the Employee shall reimburse the County in the amount received from the Court. A jury stipend is not paid for current County employees serving jury duty at the 37<sup>th</sup> Circuit court or 10<sup>th</sup> District Court. In this case, Employees will receive their regular wages.

Proof of service and/or documentation of payment for serving on jury duty may be required for reimbursement.

**Section 13.7. Maternity Leave.** Refer to Section 17.3. Sickness and Accident Insurance with respect to leaves of absence for disability due to pregnancy.

**Section 13.8. Medical Certificates and Examinations.** Employees requesting a disability leave for sickness or injury or a continuation of such leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raise a question as to the employee's capabilities to perform his/her job, the Employer may require a medical examination, at its expense, and if cause is found, require the employee to take or remain on disability leave of absence.

The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing such leave. Employees required to take a disability leave or to remain on disability leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to either this Agreement or applicable law. Falsification of the medical certificate or falsely reporting or setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

**Section 13.9. Personal Leave.** A Department Head may grant a non-probationary employee a leave without pay and without loss of employment status for a period of up to thirty (30) days. However, a leave of absence in excess of thirty (30) days shall require the additional approval of the Board of Commissioners.

**Section 13.10. Family and Medical Leave.** A Family Medical Leave of Absence is subject to the Board of Commissioner's Policy on Family Medical Leave to ensure that all State and Federal Regulations are followed.

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

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

## **14.0 HOLIDAYS**

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

- (a) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless an excuse acceptable to the Employer is presented.



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

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

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

**Section 14.2. Holiday Celebration.** If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the Holiday.

A regular full-time employee in a twenty-four (24) hour program shall celebrate the holiday on the actual day of the holiday. Such 24 hour program employee who is normally scheduled to be off work on a holiday recognized under this Agreement may request an alternate day off within the same or the following pay period if such request is submitted in writing to her/his supervisor no later than the first of the month preceding the month in which the holiday for which the alternate day off is being requested occurs. If no such request is received such employee may be given 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.

**Section 14.3. Banked Holidays.** Juvenile home employees may bank holiday hours when the holiday falls on the employee's regularly scheduled day off. Holiday time can be banked, but

there is to be no carryover from December 31<sup>st</sup> to January 1<sup>st</sup> and can only be used in increments as they are received, normally eight (8) hours.

Requests to utilize banked holiday must be made forty-eight (48) hours in advance and will be granted based on the same language as PTO requests.

Employees who establish a pattern of illness/emergency use may be required to furnish written documentation acceptable to the Employer to be paid for such use.

At termination any banked holiday hours will be paid out at the straight time regular rate of pay an employee is earning at the time of termination.

### **15.0 PAID TIME OFF**

#### **15.0. Paid Time Off.**

(a) All regular full-time employees shall accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each full payroll period for which they receive their regular salary. Regular salary includes period of paid leave, but would exclude unpaid personal leave, unpaid periods of FMLA leave, unpaid periods of military leave, sickness and accident regardless of whether insurance benefits are paid, etc.

(b) Paid Time Off will accrue as follows:

<u>Seniority</u>	<u>Hours Earned Per Pay Period</u>	<u>Maximum Annual Carry Over</u>	<u>Maximum Payout at Termination</u>
0 – 4 yrs (Beginning 0-48.99 months)	5.55 hours	240 hours	240 hours
5 – 9 yrs (Beginning 49 – 108.99 months)	7.09 hours	240 hours	240 hours
10 – 14 yrs (Beginning 109 – 168.99 months)	8.63 hours	240 hours	240 hours
15+ years (Beginning 169 + months)	10.17 hours	288 hours	240 hours

(c) All requests for PTO must be made to the employee’s immediate supervisor twenty-four (24) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. The use of PTO shall be allowed to cover periods of illness. An employee who establishes a pattern of illness/emergency use may be required to furnish written documentation acceptable to the Employer in order to be paid for such use. Employees may schedule PTO upon proper notice to the Department Head or his/her designee, provided that such time off does not unreasonably interfere with the efficient operations of the Department and the

Employer's obligation to the public. The Employer shall respond to the PTO request within a reasonable amount of time, but no more than fourteen (14) calendar days after the request is submitted.

- (d) Conflicts in PTO requests shall be resolved by giving preference to the employee with the greatest seniority, provided the PTO requests are submitted on the same workday. In all circumstances, requests for PTO in a "block" of five days shall take precedence over requests for PTO for a shorter period of time. Under appropriate circumstances, a Department Head may permit an employee to work during what would have otherwise been the employee's scheduled time off.
- (e) Part-time employees shall accrue PTO in the same manner as full-time employees pro-rated based upon their FTE.
- (f) PTO may be carried into the following anniversary year, provided, however, the carryover may not exceed the Maximum Annual Carry Over as shown in the chart above. Any excess accumulation shall be forfeited on the first pay period following the employee's anniversary date.
- (g) PTO will be computed at the straight time regular rate of pay an employee is earning at the time he/she takes PTO, excluding all premiums and may be used in one-quarter (1/4) hour increments.
- (h) There shall be no PTO payment on an employee's termination during the probationary period or upon an employee's termination for just cause. In the event of resignation or retirement, GELC employees are required to provide a two (2) week written notice to the Department Head or Immediate Supervisor. Failure to provide required notice due to resignation, retirement, or termination for reasons other than just cause will result in forfeiting of one full day (8 hours) of otherwise payable paid time off benefit for every day of insufficient notice. PTO benefits will be paid out the pay period following the employee's termination date. In the event of a layoff, the employee will receive their PTO benefit payment when the employee's employment relationship is terminated.
- (i) Nothing in this Section shall be construed to absolve an employee of his/her responsibility to comply with the Employer's required procedures concerning prior notification of absence from work.
- (j) Only accrued PTO from previous pay periods can be utilized for time off. Current pay period accruals cannot be used for current pay period PTO.

## **16.0 LONGEVITY**

**Section 16.0. Longevity Benefit.** Longevity benefits shall be determined on an employee's anniversary date of hire each year. Full-time employees who meet the eligibility requirements in Section 16.2, and 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) for each full year of continuous service, provided, however, the maximum payment allowed under this

Section shall be one thousand dollars (\$1,000). There shall be no pro rata longevity payment upon an employee's termination for any reason whatsoever.

**Section 16.1. Longevity Payment.** Longevity benefits shall be paid in the same pay period in which the employee's anniversary date falls based on County seniority.

**Section 16.2. Longevity Eligibility.** Employees hired before March 3, 1994 are eligible for longevity benefits. Employees hired on or after March 3, 1994 shall not be eligible for longevity benefits.

## 17.0 INSURANCE

### **Section 17.0. Hospitalization Insurance.**

- (a) Full-time and regular part-time employees shall be eligible to participate in one of at least two group health benefit plans sponsored by the Employer. One of the plans shall be designated as the "standard" plan and shall meet the following thresholds for the employee, spouse and eligible dependants: General in-network co-insurance of 80%/20% for covered medical and hospitalization benefits after \$250/\$500 deductible is satisfied and until in-network out-of-pocket maximum of \$1000/\$2000 is reached. Prescription coverage shall be a three-tier program, of no higher than \$10 for generic medications, \$20 for brand name formulary medications and \$40 for brand name non-formulary medications until December 31, 2010, after which the prescription co-pay will be no higher than \$10 for generic medications, \$30 for brand name formulary medications and \$50 for brand name non-formulary medications. (Mail order co-pays may vary).
- (b) Employees will maintain their current group health coverage and applicable costs until the first full payroll period of 2010. Full-time employees will be responsible for up to ten (10%) percent of the total costs for the "standard" plan beginning on the first full payroll period of 2010 and up to fifteen (15%) percent of the total costs for the "standard" plan beginning on the first full payroll period of 2011 based on the illustrated rate (the actual premiums if the plan is fully insured; otherwise the total of anticipated benefit costs, administrative costs and re-insurance or stop-loss costs as determined by the Employer's insurance consultant). Should the other County-wide bargaining unit (i.e., AFSCME) or the County non-union group pay applicable costs less than the cost that GELC employees are paying for the "standard" plan, employees in this bargaining unit shall be entitled to the same costs payment provided they are enrolled in that plan. Full-time employees who elect to participate in an Employer-sponsored plan that is more expensive than the "standard" plan will only pay the full cost of the more expensive plan in excess of the Employer's established contribution for the "standard" plan. Full-time employees who elect to participate in an Employer-sponsored plan that is less expensive than the "standard" plan will only pay the portion of total cost that exceeds the Employer's established contribution for the "standard" plan. These costs will be paid via employee payroll deduction.
- (c) Employees will be responsible for the full cost of family continuation and sponsored dependent coverage. This cost will be paid via Employee payroll deduction.

- (d) Employees opting out of the County's health insurance plan shall receive an opt-out payment of \$1,300 (\$50.00 per pay period) annually. The payment shall be made as part of the employee's regular check and paid in equal amounts on a bi-weekly basis. Employees who choose to opt out of the County's health insurance plan must provide proof of coverage from an alternative source before opt-out is allowed. No Employee shall be allowed to opt out of the plan for any period of less than one (1) year except in the case of a qualifying event. The incentive offered under this section is not available to an employee who is the spouse of a County-funded employee. Part-time employees are not eligible to receive the opt out incentive.
- (e) 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(s). The covered spouse is not entitled to receive an opt out credit.
- (f) Part-time Employees may participate in this insurance at their own cost through a payroll deduction.
- (g) Enrollment forms shall be secured and filed with the County's Human Resource Department. Changes in elections may only occur at the time of hiring, during open enrollment or in the case of a qualifying event. All employees shall re-enroll annually on a timely basis; provided an employee who fails to make any contrary election during open enrollment will be automatically enrolled in the County's designated standard plan at the same level (Single, Two-person or Family) as in effect immediately prior to open enrollment. Employees shall be responsible for timely reporting any qualifying event and for paying any amounts due for applicable coverage.
- (h) Coverage shall become effective the first (1<sup>st</sup>) of the month following completion of thirty (30) days continuous employment with the employer.

**Section 17.1. Dental Insurance.** Full-time employees shall be eligible to participate in a dental benefit plan with the following coverage:

One hundred percent (100%) of the applicable costs for diagnosis, preventative, emergency palliative treatment and space maintainers for children.

Fifty percent (50%) co-payment for radiographs, restorations, oral surgery, root canals, periodontal services, dentures and bridges.

Eight hundred dollar (\$800) maximum benefit per family member per year.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection. This coverage shall become effective on the first (1<sup>st</sup>) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

**Section 17.2. Vision Insurance.** The Employer will pay the required premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection. The coverage shall become effective on the first (1<sup>st</sup>) of the month following completion of thirty (30) calendar days of continuous employment with the Employer.

**Section 17.3. Sickness and Accident Insurance.**

- (a) The Employer shall obtain and pay the required premiums for a program of sickness and accident insurance benefits for full-time employees covered by this Agreement. This coverage shall become effective the first (1<sup>st</sup>) day of the month following completion of sixty (60) calendar days of employment with the Employer. Employees who become totally disabled and are prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-seven (67%) of their normal gross weekly wages. These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury or hospitalization or the eighth (8<sup>th</sup>) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability nor more than twenty-six (26) weeks in any twelve (12) month period commencing with the date of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, Michigan's no-fault insurance, or any Employer contributed salary continuation program. Employees may utilize their paid time off and comp hours to receive their normal net weekly wages.
- (b) Each regular full-time employee who received short-term sickness and accident insurance (26 weeks) will be entitled to a long term disability plan that will begin after the twenty-six (26) weeks of a disability equal to 66.67% of their salary or \$4,200 per month whichever is less. This plan will cover 24 months if disabled from their own occupation or will provide coverage to the standard retirement age designated by social security when the Employee is disabled from any occupation.

**Section 17.4. Term Life Insurance.** For all regular full-time employees the County will pay the required premium for term life insurance in an amount equal to one (1) times the employee's annual salary rounded down to the nearest thousand, but in no case more than \$50,000 and a like amount for accidental death and dismemberment. The employee has the ability to purchase supplemental insurance according to a schedule provided by the insurance carrier upon meeting the required qualifications based on Evidence of Insurability. As part of the Flexible Benefit package, an employee may opt to elect a lesser insurance benefit and receive the credit difference between the cost of one (1) times base compensation and the lesser life insurance benefit. At the age of 65, the benefit shall be reduced to a schedule provided by the insurance carrier.

An employee who changes their election from the lesser amount to the one (1) times option during open enrollment will need to complete an Evidence of Insurability form to be reviewed and approved by the carrier before enrollment.

Coverage shall become effective the first day of the month following a waiting period of sixty (60) days. An employee's annual salary is based on the employee's salary as of November 1<sup>st</sup> of the preceding year.

**Section 17.5. Selection or Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing benefits stated in Section 17.0 through Section 17.4; to become self-insured, either wholly or partially, and to select the administrator of any such program; to institute cost-containment measures, and to alter the means by which benefits are delivered, provided specified benefit levels shall remain substantially equivalent to the benefits provided under Sections 17.0 through Section 17.4. All coverage provided under this Agreement shall be subject to applicable laws, rules and regulations.

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

**Section 17.7. Continuation of Benefits.**

- (a) Except with respect to those situations covered by this section, or as otherwise provided by law, there shall be no liability on the part of the Employer for any insurance premiums payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or otherwise terminated beyond the month in which such layoff, leave of absence, retirement, or termination commenced or occurred.
- (b) While a full-time, non-probationary 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 its share of the required premiums for hospitalization insurance coverage, including dependent coverage, for that employee. The employee's share will be made by payroll deduction or by an agreed upon payment arrangement. 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 electing insurance as provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) as provided within the Act.

**Section 17.8. Flexible Benefit Plan.** The Employer may offer all benefits addressed in this Agreement along with any additional benefits offered by the Employer as part of a flexible

benefit plan. As part of the flexible benefit plan employees may have the opportunity to opt out of a plan which may include a specified opt-in/opt-out time period. The Employer may at any time delete an insurance benefit from the flexible benefit plan. However, health, dental, vision, and life insurance shall not be deleted.

**Section 17.9. Flexible Spending Accounts.** The Employer shall sponsor a flexible spending account plan which shall include provisions for medical and child care expenses and may include other options, so as to permit such expenses and group health insurance premiums to be paid on a pre-tax basis in compliance with IRS regulations and limitations.

## **18.0 RETIREMENT**

### **Section 18.0. Retirement Plan.**

- (a) Employees covered by this Agreement may participate in the Calhoun County Savings Plan, as amended, according to its terms.
- (b) Bargaining unit employees may continue to participate in the Calhoun County 401(k) Saving Plan, as amended, according to its terms, during the term of the Agreement. The Employer's annual contribution on behalf of such employees shall be equal to each eligible employee's contribution up to a maximum of five percent (5%) of the employee's base wages. After an eligible employee has attained five (5) years of service, the Employer will contribute an additional 2% of the employee's base wages to the plan if the employee is contributing a minimum of 5% to the plan.

There shall be immediate vesting in all amounts contributed by the Employer and shall be according to a schedule of forty percent (40%) after two (2) full years of service, sixty percent (60%) after three (3) full years of service, eighty percent (80%) after four (4) full years of service, and one hundred percent (100%) after five (5) full years of service. All forfeitures due to non-vesting shall accrue to the Employer.

- (c) Contributions to the employee's 401(k) shall be made bi-weekly by the employee and the employer.
- (d) Employees shall be eligible to participate in the 401(k) on the first full pay period following completion of thirty (30) continuous days of employment with the employer.

If the Board of Commissioners approves enhancements to the Defined Benefit Plan, bargaining unit members shall have the opportunity to elect to participate in the enhanced Defined Benefit Plan per the terms approved by the Board of Commissioners for the County-wide plan.

## **19.0 COMPENSATION**

**Section 19.0. Hourly Rates.** The wage schedule appears in Appendix A and results from the implementation of the following increases.



Add 1.5% across the board for 2009 (retroactive to the beginning of Pay Period 2 of 2009 for employees who are still employed as of the date of ratification).

Effective beginning the first full Pay Period of 2010, add 1.5% across the board, plus \$0.30 per hour across the board for change to Employer's insurance contribution being fixed at 90% of designated standard plan.

Effective beginning the first full Pay Period of 2011, add 1.5% across the board, plus \$0.30 per hour across the board for change to Employer's insurance contribution being fixed at 85% of designated standard plan (subject to re-opening with respect to the \$0.30 on conditions outlined in the following note):

NOTE: Thirty cents (\$0.30) of the 2011 wage rate is dependent upon the occurrence of two events: (a) the County Board of Commissioners exercising its right to limit health care payments to 85% of the premiums and other costs for the County's designated standard health care plan in 2011; and (b) the total projected "per employee" costs for the County's designated standard health care plan in 2011 increasing no more than ten percent over the same measure of costs for 2010. If either of these events does not occur, the Employer may re-open negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 1 of 2011.

**Section 19.1. Wage Reopener.** If the County's total revenues for any calendar year of this Agreement do not increase at least two percent (2.0%) over total revenues for the preceding year, the Employer may re-open negotiations as to wages to be paid in the subsequent year(s) by giving written notice of reopening to the Union; provided, wages shall not unilaterally be reduced below the levels in effect during the calendar year which triggered the reopening.

**Section 19.2. Advancement Within Pay Grades.**

- (a) Each new employee covered by this Agreement shall initially be paid at the Step 1 rate for the pay grade applicable to his/her classification, unless a different rate of pay is established pursuant to Section 19.2. Advancement to the next salary step and all subsequent steps shall be received on the annual anniversary date in position.
- (b) Employees who are awarded a position pursuant to Section 10.6 which has a higher-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially be placed in the earliest step of the new pay grade which will result in a projected increase in pay of at least one thousand dollars (\$1,000) more during the ensuing twelve (12) months than he/she would have received without the change in pay grade. This advancement will result in a new Next Review date meaning that the employee will receive their next step increase one (1) year from the date of the increase replacing the originally planned step increase prior to the position change.
- (c) Employees who are awarded a position pursuant to Section 10.6 which has an equal or lower-rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially retain the same salary step, but not necessarily the same pay

rate, they were at immediately prior to the time they were awarded the new position. This change will not result in a new Next Review date meaning that any future advancements within the employee's wage scale will be governed by planned step increases prior to the position change.

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

**Section 19.4. Temporary Assignment.** A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is for a full pay period or longer 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. During each full pay period in such a temporary assignment, the employee shall be paid at the earliest step in the new range which will provide a projected increase in pay of at least one thousand dollars (\$1,000) more during the ensuing twelve (12) months than he/she would have received without the change in pay grade.

**Section 19.5. Reclassifications.** Beginning January 1, 2006 any new requests for reclassification shall be considered under the following provisions:

*Step #1:*

In order to have a position considered for reclassification, the employee must submit a reclassification request and information packet to their department head. The Department Head has up to fifteen (15) days to evaluate the reclassification and then to submit it to the Human Resources Department for review.

*Step #2:*

The Human Resources Manager has up to thirty (30) days to forward the request to the Reclassification Committee for review and then submit a recommendation to the Administrator/Controller.

*Step #3:*

Upon the Administrator/Controller being notified of the results of the Reclassification committee; he/she will review the recommendation, taking into account the financial policies and capabilities of Calhoun County. The Administrator/Controller will notify the responsible Department Head and the position incumbent of the reclassification decision within fifteen 15 days of his/her receiving the packet.

When an employee's classification is upgraded to reflect increased responsibilities, the employee shall receive a projected increase in pay of at least one thousand (\$1,000.00) dollars more (but

not beyond the maximum of the new range), for the ensuing twelve (12) months than he/she would have received without the change in classification.

Such a reclassification will result in a new position date. The new position date will be utilized for future step increases. The reclassification will become effective the first day of the pay period following approval by the County Administrator/Controller.

**Section 19.6. Shift Premium.** Effective the first full pay period after January 1, 2003, Juvenile Home employees working second or third shift will receive a shift differential of \$0.35 per hour for hours worked.

**Section 19.7. Retroactivity.** Retroactive payments will only be made to those employees who are current employees of Calhoun County at the time of Board approval.

**Section 19.8. Direct Deposit.** Beginning Pay Period 14, 2006, all current employees and new hires will be required to be paid by direct deposit. Each Employee may annually designate up to five accounts into which direct deposits will be made each payroll period.

## **20.0 PART-TIME EMPLOYEES**

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

- (a) Receive straight time regular hourly rate of pay for all hours worked in accordance with his/her position on the Employer's wage schedule and shall receive step increases on the annual anniversary date in position.
- (b) Receive no fringe benefits other than those specifically set forth in this subsection, subject to satisfying the eligibility requirements set forth in this Agreement:
  - (1) Paid time off shall accrue in the same manner as full-time employees pro-rated based on full time equivalent status pursuant to Section 15.0(e).
  - (2) Paid time off pursuant to Section 15.0, provided, however, regular part-time employees may use paid time off only on those days when they are actually scheduled to work.
  - (3) Double time their straight time regular rate of pay for all hours actually worked on any of the recognized holidays set forth in Section 14.1.
  - (4) If a part-time employee becomes full-time, that employee will become eligible for insurance coverages the 1st day of the month following the effective date of change from part-time to full-time provided he/she shall have been credited with the equivalent of thirty (30) days of service.

- (5) Part-time employees working in five (5) week day operations shall receive pro rata holiday pay in proportion to the number of hours normally scheduled to work in a pay period for holidays not worked.
- (6) Bereavement leave for part-time employees will be paid pursuant to Section 13.4.

## **21.0 MISCELLANEOUS**

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

**Section 21.1. Address Changes.** All employees shall promptly notify the Human Resource Department in writing of any change in name or address and, in any event, no later than five (5) 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/her record for all purposes involving his/her employment.

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

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

**Section 21.4. Closing of County Building.** When it is deemed by the Employer to be necessary to close County buildings or to curtail certain services as a result of "Acts of God," the determination shall be made by the Chairman of the Calhoun County Board of Commissioners or his/her designated representative. The Employer reserves the sole and exclusive right to determine whether County buildings will be closed or services curtailed and to determine whether the employees affected will be compensated for time lost from work under this Section. If the Employer determines employees will not be compensated for time lost from work under this Section, the affected employees may elect: (1) to receive no compensation, or (2) to receive compensation for the time lost from work by use of their accrued paid time off. The Employer's rights pursuant to this Section shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

**Section 21.5. Clothing Allowance.** If employees are required to wear a specific uniform designated by the Employer, they shall either be furnished the uniform or they shall receive a clothing allowance of three hundred dollars (\$300.00) on an annual basis. To receive this allowance the employee must complete and submit a Semi-Annual Uniform Order Form, normally in March and September, attached hereto as Appendix B. It is recognized by the parties this form may be periodically changed by the Employer at its sole discretion and that if such form changes a copy of the revised form will be sent to the Union.

**Section 21.6. Educational Benefits.** Where further training or education is necessary for job performance or will lead to improved job performance, the Department Head may recommend to

the Board of Commissioners that the Employer pay the cost of such training or education or reimburse the employee for such cost upon successful completion of such training or education.

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

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

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

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

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

**Section 21.12. Record Keeping.** Employees covered by this Agreement may periodically be required to record their time or other pertinent employment data and to submit such records to the Employer. The Employer reserves the right to require employees to use mechanical means such as time clocks, for such record-keeping purposes.

**Section 21.13. Separability.** If any Section of this Agreement should be held by a court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby.

**Section 21.14. Veterans' Preference Claims.** It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit.

Accordingly, the parties hereby agree that any employee who may come within the provisions if any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determination regarding the veteran's employment status will be required to elect, no later than five (5) days following receipt by Chief Steward of the Employer's answer in Step 4 of the Grievance Procedure, in writing either the Grievance Procedure or his/her statutory remedy as his/her single means of challenging the Employer's determinations. If the employee elects to pursue his/her statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and shall not thereafter be a subject of any further proceeding under this Agreement.

**Section 21.15. Bulletin Board.** The County will provide a general bulletin board for all postings of all Union notice information in each facility.

**Section 21.16. Membership Fees.** Dues for membership into job-related professional organizations will be paid by the County subject to prior approval by the Department Head.

## **22.0 SCOPE OF AGREEMENT**

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

## **23.0 DURATION**

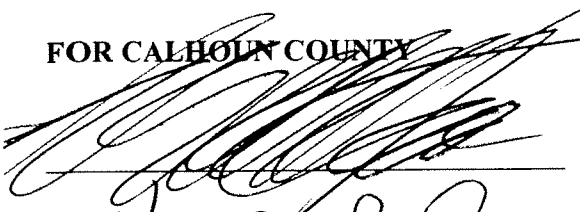
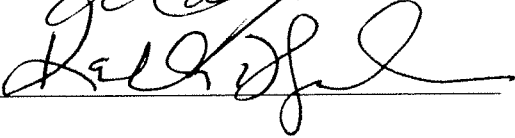
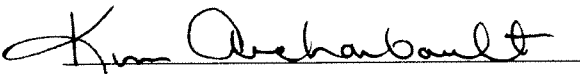
**Section 23.0. Termination of Agreement.** This Agreement shall be effective upon ratification of the Union and approval by the Employer, and shall remain in force until 11:59 p.m., December 31, 2011, and thereafter, for successive periods of one (1) year unless either party shall, on or before the 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 withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chairman of the Calhoun County Board of Commissioners at the Calhoun County Building, Marshall, Michigan, 49068. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union at the address reflected by the Employer's records.

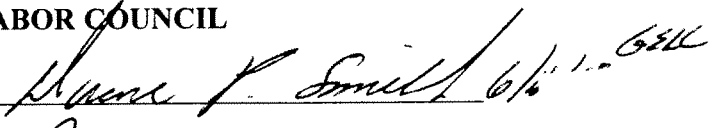
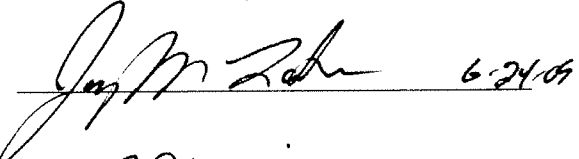
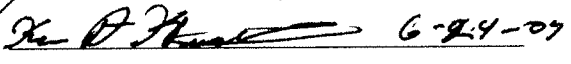
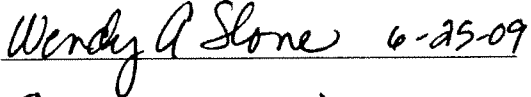

The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

**FOR CALHOUN COUNTY**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

June 4, 2009  
Date

**FOR GOVERNMENT EMPLOYEES  
LABOR COUNCIL**

  
\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Date

GELC 2009

APPENDIX A  
 Implemented pp 12,2009 w/ retro  
**1.50%** Eff 1/2/09

Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
			A	9.48	9.66	10.25	10.60	11.00	11.36
			B	10.15	10.54	10.94	11.35	11.77	12.18
CK100	Cook		C	10.68	11.09	11.54	11.94	12.37	12.78
CL107	Clerk - Equalization	Equalization	D	11.20	11.64	12.08	12.55	13.00	13.45
CL111	Clerk Typist PT	Extension							
MN100	Maintenance Mechanic I	Facilities							
CL204	Receptionist	Prosecutor							
CL401	Records Clerk PT	Clerk							
CL202	Legal Secretary I	Prosecutor	E	11.77	12.26	12.72	13.17	13.65	14.12
TC900	Mail Courier	Mail							
CK101	Head Cook	Juv. Home	F	12.25	12.84	13.47	14.06	14.69	15.30
F1501	Bookkeeper	Treasurer							
CL203	Legal Secretary II	Prosecutor							
CL600	Assessment Assistant	Drain							
CL110	Secretary	Juv. Home							
CL109	Program Assistant	Extension							
CL103	Administrative Secretary	Senior Services	G	13.00	13.64	14.30	14.95	15.58	16.23
CL104	Service Officer	Vet. Affairs							
F1100	Accounting Clerk	Finance/Treasurer							
CC103	Youth Specialist I	Juv. Home							
CL400	Offical Doc. Specialist	Clerk							
MN101	Maintenance Mechanic II	Facilities							
TC103	Purchasing Asst	Facilities	H	13.82	14.51	15.18	15.89	16.56	17.25
CL205	Victim Services Assistant	Prosecutor							
CL206	Warrant Secretary	Prosecutor							
CC101	Youth Specialist II	Juv. Home							
PF105	Activities/Recreation YS	Juv. Home							
CL201	Paralegal	Prosecutor							
ck105	Life Skills Specialist	Juv. Home							
F1500	Accounting Assistant	Treasurer	I	14.17	14.76	15.39	16.05	16.69	17.42
CL200	Court Coordinator	Prosecutor	J	14.69	15.44	16.14	16.92	17.61	18.36
MN102	Maintenance Mechanic III	Facilities							
CL402	Administrative Coordinator	Clerk							
CL208	CRP Paralegal	Prosecutor							
TEMP	Appraiser w/o Level 1	Equalization							
TC101	Property Appraiser I	Equalization	K	15.59	16.40	17.15	17.96	18.73	19.50
PF110	Admin Svcs Coordinator	Admin Svcs							
PF202	Victims Unit Coordinator	Prosecutor							
PF203	Witness Unit Coordinator	Prosecutor							
PF204	Dom Viol Coordinator	Prosecutor							
TC104	Purchasing Coordinator	Facilities							
TC400	Elections Specialist	Clerk	L	16.26	16.97	17.67	18.43	19.18	20.00
PF201	CRP Investigator	Prosecutor							
PF200	Criminal Investigator	Prosecutor	M	16.57	17.42	18.23	19.06	19.91	20.74
TC100	GIS Coordinator	Equalization							
TC102	Property Appraiser II	Equalization							
TC110	GIS Coordinator II	Equalization	N	17.43	18.48	19.51	20.56	21.60	22.64
TC 105	Property Appraiser III	Equalization	O	18.73	19.83	20.99	22.10	23.22	24.34
			P	20.13	21.33	22.54	23.77	24.98	26.18

Youth Specialist will receive \$1.50/Hr. additional compensation when acting in the capacity of a Shift Supervisor



GELC

2010

APPENDIX A

1.5% + .30

Eff pp 2

Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
			A	9.92	10.31	10.70	11.06	11.46	11.83
			B	10.60	11.00	11.41	11.82	12.25	12.66
CK100	Cook		C	11.14	11.56	12.02	12.42	12.86	13.27
CL107	Clerk - Equalization	Equalization	D	11.67	12.12	12.56	13.04	13.50	13.95
CL111	Clerk Typist PT	Extension							
MN100	Maintenance Mechanic I	Facilities							
CL204	Receptionist	Prosecutor							
CL401	Records Clerk PT	Clerk							
CL202	Legal Secretary I	Prosecutor	E	12.25	12.75	13.21	13.67	14.15	14.63
TC900	Mail Courier	Mail							
CK101	Head Cook	Juv. Home	F	12.74	13.33	13.98	14.57	15.21	15.83
FI501	Bookkeeper	Treasurer							
CL203	Legal Secretary II	Prosecutor							
CL400	Moved to G	Clerk							
CL600	Assessment Assistant	Drain							
CL110	Secretary	Juv. Home							
CL109	Program Assistant	Extension							
CL103	Administrative Secretary	Senior Services	G	13.50	14.14	14.81	15.48	16.11	16.77
CL104	Service Officer	Vet. Affairs							
FI100	Accounting Clerk	Finance/Treasurer							
CC103	Youth Specialist I	Juv. Home							
CL400	Offical Doc. Specialist	Clerk							
MN101	Maintenance Mechanic II	Facilities							
TC103	Purchasing Asst	Facilities	H	14.32	15.03	15.71	16.42	17.11	17.81
CL205	Victim Services Assistant	Prosecutor							
CL206	Warrant Secretary	Prosecutor							
CC101	Youth Specialist II	Juv. Home							
PF105	Activities/Recreation YS	Juv. Home							
CL201	Paralegal	Prosecutor							
ck105	Life Skills Specialist	Juv. Home							
FI500	Accounting Assistant	Treasurer	I	14.68	15.28	15.92	16.59	17.24	17.98
CL200	Court Coordinator	Prosecutor	J	15.21	15.97	16.68	17.47	18.18	18.94
MN102	Maintenance Mechanic III	Facilities							
CL402	Administrative Coordinator	Clerk							
CL208	CRP Paralegal	Prosecutor							
TEMP	Appraiser w/o Level 1	Equalization							
TC101	Property Appraiser I	Equalization	K	16.12	16.95	17.71	18.52	19.31	20.09
PF110	Admin Svcs Coordinator	Admin Svcs							
PF202	Victims Unit Coordinator	Prosecutor							
PF203	Witness Unit Coordinator	Prosecutor							
PF204	Dom Viol Coordinator	Prosecutor							
TC104	Purchasing Coordinator	Facilities							
TC400	Elections Specialist	Clerk	L	16.81	17.52	18.23	19.00	19.76	20.60
PF201	CRP Investigator	Prosecutor							
PF200	Criminal Investigator	Prosecutor	M	17.12	17.98	18.81	19.65	20.50	21.35
TC100	GIS Coordinator	Equalization							
TC102	Property Appraiser II	Equalization							
TC110	GIS Coordinator II	Equalization	N	17.99	19.06	20.10	21.17	22.22	23.28
TC 105	Property Appraiser III	Equalization	O	19.31	20.43	21.60	22.74	23.87	25.01
			P	20.73	21.95	23.18	24.42	25.65	26.87

Youth Specialist will receive \$1.50/Hr. additional compensation when acting in the capacity of a Shift Supervisor Effective the first date of pay period 2 of 2010 - 1.5% across the board plus .30 across the board for change to Employers Insurance Contribution being fixed at 90% of designated standard plan

1.5% + .30

Eff pp 2

Job Type	Job Title	Department	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
			A	10.37	10.76	11.16	11.52	11.93	12.31
			B	11.06	11.46	11.88	12.30	12.73	13.15
CK100	Cook		C	11.60	12.03	12.50	12.91	13.35	13.77
CL107	Clerk - Equalization	Equalization	D	12.14	12.60	13.05	13.54	14.00	1,111.00
CL111	Clerk Typist PT	Extension							
MN100	Maintenance Mechanic I	Facilities							
CL204	Receptionist	Prosecutor							
CL401	Records Clerk PT	Clerk							
CL202	Legal Secretary I	Prosecutor	E	12.73	13.24	13.71	14.18	14.66	15.15
TC900	Mail Courier	Mail							
CK101	Head Cook	Juv. Home	F	13.23	13.83	14.49	15.09	15.73	16.36
FI501	Bookkeeper	Treasurer							
CL203	Legal Secretary II	Prosecutor							
CL400	Moved to G	Clerk							
CL600	Assessment Assistant	Drain							
CL110	Secretary	Juv. Home							
CL109	Program Assistant	Extension							
CL103	Administrative Secretary	Senior Services	G	14.00	14.65	15.34	16.01	16.65	17.32
CL104	Service Officer	Vet. Affairs							
FI100	Accounting Clerk	Finance/Treasurer							
CC103	Youth Specialist I	Juv. Home							
CL400	Offical Doc. Specialist	Clerk							
MN101	Maintenance Mechanic II	Facilities							
TC103	Purchasing Asst	Facilities	H	14.84	15.56	16.24	16.97	17.67	18.37
CL205	Victim Services Assistant	Prosecutor							
CL206	Warrant Secretary	Prosecutor							
CC101	Youth Specialist II	Juv. Home							
PF105	Activities/Recreation YS	Juv. Home							
CL201	Paralegal	Prosecutor							
ck105	Life Skills Specialist	Juv. Home							
FI500	Accounting Assistant	Treasurer	I	15.20	15.81	16.46	17.14	17.80	18.55
CL200	Court Coordinator	Prosecutor	J	15.73	16.51	17.24	18.03	18.75	19.52
MN102	Maintenance Mechanic III	Facilities							
CL402	Administrative Coordinator	Clerk							
CL208	CRP Paralegal	Prosecutor							
TEMP	Appraiser w/o Level 1	Equalization							
TC101	Property Appraiser I	Equalization	K	16.66	17.50	18.27	19.10	19.90	20.69
PF110	Admin Svcs Coordinator	Admin Svcs							
PF202	Victims Unit Coordinator	Prosecutor							
PF203	Witness Unit Coordinator	Prosecutor							
PF204	Dom Viol Coordinator	Prosecutor							
TC104	Purchasing Coordinator	Facilities							
TC400	Elections Specialist	Clerk	L	17.36	18.09	18.80	19.59	20.36	21.21
PF201	CRP Investigator	Prosecutor							
PF200	Criminal Investigator	Prosecutor	M	17.68	18.55	19.39	20.24	21.11	21.97
TC100	GIS Coordinator	Equalization							
TC102	Property Appraiser II	Equalization							
TC110	GIS Coordinator II	Equalization	N	18.56	19.64	20.70	21.79	22.86	23.93
TC 105	Property Appraiser III	Equalization	O	19.90	21.03	22.23	23.38	24.52	25.68
			P	21.34	22.58	23.83	25.09	26.34	27.57

Youth Specialist will receive \$1.50/Hr. additional compensation when acting in the capacity of a Shift Supervisor

Effective the first day of pay period 2 of 2001 1.5% across the board. An additional .30 across the board for change to Employer's Insurance contribution being fixed at 85% of designated standard plan, subject to Note on Wage Table Appendix A.

NOTE: An additional .30 to the 2011 wage rate will depend upon the occurrence of 2 events: (a) the County BOC exercising its right to limit health care payments to 85% of the premiums and other costs for the County's designated standard health care plan in 2001; and (b) the total projected "per employee" costs for the County's designated standard health care plan in 2011 increasing no more than 10% over the same measure costs for 2010. If either of these events does not occur, the Employer may reopen negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 1 of 2011.

**APPENDIX B**

**UNIFORM ORDER FORM**

**Employee Name:** \_\_\_\_\_  
(Print name to appear on shirt)

**Date:** \_\_\_\_\_

<b>ITEM</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>SIZE</b>
SHIRTS/White /Green Stripes	_____	_____	_____
SHORT SLEEVE #SP20GW	_____	_____	_____
LONG SLEEVE	_____	_____	_____
TROUSERS #PT102G	_____	_____	_____
VO3 BROWN DUCK VEST	_____	_____	_____
A02 BROWN ARCTIC HOOD	_____	_____	_____
C03 BROWN ARCTIC TRADITIONAL COAT	_____	_____	_____
J02 BROWN ARCTIC TRADITIONAL JACKET	_____	_____	_____
X02 BROWN ARCTIC COVERALL	_____	_____	_____
R03 BROWN ARCTIC BIB OVERALL	_____	_____	_____
DRESS SPORT JACKET 974 (44) HUNTER GREEN	_____	_____	_____
QUILTED JACKET LINER 872	_____	_____	_____
KHAKI/HUNTER GREEN CAP W/COUNTY LOGO (64) (85282)	_____	_____	_____

ALL ITEMS WILL BE PROVIDED BY A VENDOR CHOSEN BY CALHOUN COUNTY.  
ORDERS WILL BE APPROVED AT THE SOLE DISCRETION OF THE COUNTY.

EMPLOYEE SIGNATURE: \_\_\_\_\_

MANAGEMENT APPROVAL: \_\_\_\_\_

GELC

LETTER OF UNDERSTANDING 2009-01

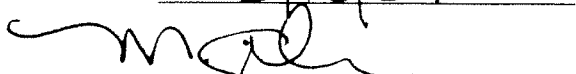
This Agreement is entered into on June 8, 2009, between Calhoun County and the Government Employees Labor Council ("GELC") in regards to temporary assignments at the Juvenile Home. The parties have agreed to the following:

- 1) The Employer desires to fill positions that are vacant due to excused leaves of absence by utilizing the temporary and seasonal employees article in the collective bargaining agreement, specifically Article 1, Section 1.1(c).
- 2) The collective bargaining agreement specifies that temporary and seasonal employees are not included in the GELC bargaining unit. It also specifies that the Employer reserves the right to determine all conditions of employment for such individuals.
- 3) It is the desire of both parties that regular part-time GELC employees may be eligible to fill temporary assignments upon the employees request.
- 4) Regular part-time employees that are utilized to fill a temporary vacancy shall continue to accrue part-time benefits in the exact same manner as that of their permanent part-time position, including: accrual of PTO, pension, holiday pay, and accrual of seniority. The PTO accrual for these employees will remain the same as their pro-rated FTE existing prior to the temporary assignment.
- 5) Regular part-time employees shall return to their regular part-time position upon completion of the temporary assignment.
- 6) Regular part-time employees who fill temporary full-time assignments for any period of time shall have no claim on their status as being a full-time employee. Part-time employees may apply for permanent full-time positions per County policy.
- 7) Either party may request that this Letter of Understanding be discontinued after a 90-day trial period.

FOR THE EMPLOYER:

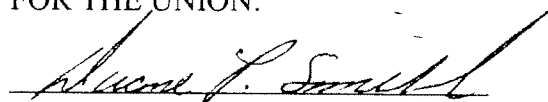


Date: 6/18/09

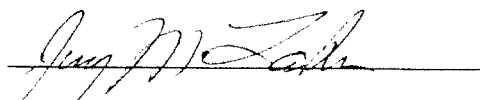


Date: 06/18/09

FOR THE UNION:



Date: 6/18/09



Date: 6-18-2009