AGREEMENT

between

CALHOUN COUNTY
BOARD OF COMMISSIONERS

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 324 – A, B, C, D, G, H, P, RA, S – AFL-CIO

January 1, 2012 through December 31, 2014

IUOE Agreement

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IUOE AGREEMENT
2012, 2013, 2014

THIS AGREEMENT, entered into this 1st day of January, 2012, between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" and the ASSOCIATION OF CALHOUN COUNTY EMPLOYEES, hereinafter referred to as the "Union", affiliated with LOCAL 324 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO.

RECOGNITION

Section 1.0 Collective Bargaining Unit. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit: All regular full-time and regular part-time non-supervisory employees of the Calhoun County Health Department BUT EXCLUDING all elected officials, department heads, executives, supervisors, confidential employees, employees represented by the Michigan Nurses Association; temporary and seasonal employees; and all other employees.

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

(a) Regular Full-Time Employee. A regular full-time employee is an employee who is working a minimum of eighty (80) hours per two (2) week pay period on a regular scheduled basis in a position classified by the Employer as permanent.

(b) Regular Part-Time Employee. A regular part-time employee is an employee who is regularly scheduled to work eight (8) hours or more, but less than forty (40) hours per week.

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

REPRESENTATION

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

Section 2.1 Union Stewards.

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

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

(c) All Stewards and their alternates shall be expected to record all time spent performing their functions under this Agreement on their time card and shall report to their immediate supervisor or Health Officer, whichever is appropriate, upon return to their regularly assigned duties.

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

Section 2.2 Identification of Union Stewards. The Union will furnish the Employer in writing or e-mail 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

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 check-off 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 with the Human Resources 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 Payroll Clerk 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) Deduction shall commence with the first (1) payroll period in the calendar month following receipt of the check-off authorization forms by the Payroll Clerk, provided 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, together with the name of any individuals hired or terminated from the unit during the preceding month.

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

(g) The Union shall notify the Employer in writing of the proper amount of Union membership dues or the service fee 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 check-off 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.

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 to such individuals to act under this Agreement.

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

UNION SECURITY

Section 3.0 Agency Shop.

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

(c) If the employee does not tender his dues or service fees within the time specified, the Union shall submit the following notice to the Health Officer, Human Resource Department, and the Board of Health. "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 ten (10) days following the receipt of the above notice.

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

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

RIGHTS OF THE EMPLOYER

Section 4.0 Rights.

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

(b) Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work scheduled 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 regulation for implementing Federal or State requirements or standards for the establishment of Equal Employment Opportunity Programs for women and minorities; for the introduction of merit system principles governing the selection, promotion, and the personnel transactions affecting employees; for the establishment of a code of ethics and for the regulation of political

activities in a manner consistent with the provisions of the Federal statute commonly referred to as the "Hatch Act" for those positions where application of the "Hatch Act" is required to secure Federal funding.

DISCIPLINE

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

GRIEVANCE PROCEDURE

Section 6.0 Definition of Grievance. For the purpose 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(s) 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 2 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 discuss the matter with their Immediate Supervisor within five (5) working days after the event which caused the grievance or within five (5) working days after the employee could reasonably have learned of the event upon which the grievance is based. If requested by the employee, the Union Steward may be present. The Immediate Supervisor shall inform the employee of his/her decision in writing within five (5) working days following the discussion of the matter.

(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be submitted, in writing, to the Health Officer within five (5) working days from date of receipt of the last reply, or within ten (10) working days following the Step 1 discussion, whichever is earlier. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Union Steward for the work location involved, and the affected employee(s), if available. There shall be a meeting with the Union Steward, the grievant and the Health Officer within ten (10) working days following receipt of the written grievance by the Health Officer. The Health Officer shall reply in writing to the grievant within five (5) working days following the meeting.

(c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it shall be reduced to writing and submitted by the Union Steward to the County Administrator/Controller or designated representative within five (5) working days following the Health Officer's answer at Step 2. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the contract Section(s) violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Union Steward and affected employee(s). The Chairman of the Board of Health, County Administrator/ Controller or designated representative and the Union Representative, Chief Steward, Steward and aggrieved employee(s) shall meet to discuss the grievance within fourteen (14) working days following receipt by the County Administrator/Controller or designated representative of the grievance. The employer shall give a written answer to the Union within twenty (20) working days of the meeting.

Section 6.2 Expedited Disciplinary Grievances. Any non-probationary employee discharged or given a disciplinary suspension shall be notified in writing immediately by the Employer, a copy of which written notice shall be given to the Chief Steward. Should an employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a written grievance shall be filed initially with the County Administrator or his/her designated representative at Step 3 of the Grievance Procedure, within five (5) calendar days after the employee receives written notice of the disciplinary action. The written grievance shall name the employee involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Union Steward for the work location involved and the disciplined employee. The parties shall meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. If desired by either party, the disciplined employee shall be present. All grievances relating to the discharge or disciplinary suspension of an employee must be presented within the time limits contained in this Section. Any grievance which is not presented within these time limits shall be considered to have been abandoned and no appeal shall be allowed. All other disciplinary grievances shall follow the normal Grievance Procedure.

Section 6.3 Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1, 2 and 3 of the Grievance Procedure, and have economic implications over five hundred dollars ($500.00), must be approved by the County Administrator or Board of Commissioners before they shall be final. The Chief Steward shall be informed in writing of any grievances being considered by the Employer under the provision of this Section. If the resolution of a grievance is disallowed, he/she may, if desired, seek to arbitrate the matter in accordance with Section 7.0.

Section 6.4 Grievance Settlement. 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(s) 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 bonding upon the Union and its members, the employee(s) 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 go to the next step, but excluding arbitration which must be sought in accordance with the provision 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. A grievance under this section will be submitted on a form provided by the Union. The form must include the provision(s) of the Agreement alleged to have been violated, a description of the alleged violation, a brief summary of the facts on which it is based (dates, times, etc…), and the remedy sought.

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

Section 6.8 Time Computation. In computing days under the grievance procedure, Saturday, Sunday and Holidays recognized under this agreement shall be excluded except where time limits are specifically described as calendar days and does not include the day of the event.

ARBITRATION

Section 7.0 Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice to the Health Officer and County Administrator/Controller of its intent to arbitrate within thirty (30) calendar days following receipt of the Employer's disposition in Step 3 of the Grievance Procedures. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the Health Officer and the County Administrator/Controller no later than thirty (30) calendar days following the date the Employer's Step 3 answer was due. Further, the Union must request a panel of arbitrators from the Federal Mediation and Conciliation Service no later than two (2) weeks following its notification of interest to seek arbitration. By mutual agreement time limits may be extended by the parties involved 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 for a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator. Each party shall pay fees, expenses,

wages, and any other compensation of its own witnesses, representatives and legal counsel. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

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

SPECIAL CONFERENCES

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

WORK STOPPAGES

Section 9.0 No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices, or premises during regularly scheduled working hours, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful and proper performance of their duties, or 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 provision of Section 9.0 shall be subject to discipline by the Employer, up to and including discharge.

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

SENIORITY

Section 10.0 Definition of Seniority.

(a) County seniority shall be defined as the length of an employee's continuous service within the 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, except in the Defined Benefit Pension Plan. 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, 401(k) and defined benefits.

(b) IUOE seniority shall be defined as the length of an employee's continuous service within the IUOE bargaining unit set forth in Section 1.0 from the date of his/her initial entry into the IUOE bargaining unit. This date is to be used for the purpose of layoff, recall, job bidding, and paid time off scheduling.

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

(d) Regular part-time employees shall receive credit for all years of service regardless of FTE status. However, there will be no retroactive adjustment for years of service prior to January 1, 2003.

(e) Employees who commence work on the same date shall be placed on the seniority list in alphabetical order by the 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 full-time and part-time employees shall be considered probationary employees for a period of three (3) months, without regard to the number of hours worked within the three (3) month period, after which time their seniority shall relate back to their last date of hire. For employees who are absent during the probation period due to a leave of absence, layoff or disciplinary suspension, the probation period shall be automatically extended for the number of days equal to such absence. Upon written notice to either a full-time or part-time employee before the probationary period has expired, the probation period may be extended for up to an additional three (3) months. Until an employee has completed the probationary period, he may be disciplined, laid-off, recalled, terminated, or discharged at the Employer's discretion without regard to the provision 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. Beginning January 1, 2003, all non-probationary employees covered by this Agreement shall continue to accumulate County, IUOE, and Classification seniority while on a Leave of Absence or Layoff for the purposes listed within seniority classifications. There will be no retroactive adjustment for Leave of Absences or Layoffs prior to January 1, 2003.

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

(a) If he quits, retires, or receives a pension, including a disability pension, from the Employer.

(b) If he is terminated or discharged and the termination or discharge is not reversed through procedures set forth in this Agreement.

(c) If he is absent for any three (3) consecutive working days unless a reasonably acceptable excuse to the Employer is presented.

(d) If he fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless an excuse reasonably acceptable to the Employer is presented.

(e) If he fails to return on the required date following an approved leave of absence, paid time off, or a layoff, including a disciplinary layoff, unless an excuse reasonably acceptable to the Employer is presented.

(f) If he has been on layoff status for a period of one (1) year or the length of his IUOE seniority at the commencement of the layoff, whichever is less.

(g) If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer.

(h) If he makes an intentionally false and material statement on his employment application, application for leave, or on any other document presented to the Employer either before or following his employment.

(i) If he has been on a leave of absence for a period of one (1) year or for a period equal to the length of his IUOE seniority at the time such leave commenced, whichever is less.

Section 10.4 Seniority List. The Employer agrees to submit a current seniority list to the Chief Steward and union office upon request up to once a month. The seniority list shall be deemed to be correct for all purposes under this Agreement unless a grievance has been filed within thirty (30) working days following the date the seniority list was furnished to the Union office.

Section 10.5 Super-Seniority. Notwithstanding their position on the seniority list, the Union Stewards recognized under this Agreement shall, during the period they hold office, be the last bargaining unit employees laid off from their Department 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) The purpose of the bidding procedure is:

(1) to allow non-probationary employees to change to a different classification which is higher paid or equal rated.

(2) to allow non-probationary employees to change programs without regard to whether the position sought is the same classification or is a lower rated classification.

(3) to allow non-probationary part-time employees to change from a part-time to full-time status without regard to whether the position sought is the same classification or is a lower rated classification.

(4) to allow non-probationary full-time employees to change from a full-time to part-time status without regard to whether the position sought is the same classification or is a lower rated classification.

(5) to allow the best qualified unit applicant to be awarded the position except as otherwise provided in this section.

Except as specified above, employees shall not use this procedure to bid for a position which is in their current classification or a lower rated classification.

(b) Notices of vacancies occurring in the IUOE bargaining unit will be posted for a period of five (5) working days, Interested non-probationary employees may make application for the vacancy by submitting a written Request to Bid or Transfer, on a form to be provided by the Health Department, to the Human Resource Department no later than the end of the posting period. Employees will not be considered for a promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.

(c) In filling a posted vacancy the Health Officer or Team Manager:

(1) Shall determine that the candidate meets the minimum qualification specified in the established job description.

(2) Shall evaluate the relative experience, knowledge and skill of bidding candidates.

(3) May review documents in candidates personnel files relating to attendance, discipline, performance evaluations conducted within the previous three (3) years, and job-related test scores.

(4) May conduct oral interviews and job-related testing in the screening process. Whenever oral interviews are to be utilized, prior notice shall be furnished in writing, or the posting itself may indicate that oral interviews will be required as part of the selection process. If a resume and/or a new employment application is required, notice shall be given in a like manner.

(5) Bargaining unit members that are seeking to transfer to a different program with the Health Department (while retaining their current classification) will be subject to testing only when the use of a specialized program or specific knowledge base is required by the job description to perform the essential functions of the job.

(d) 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.

(e) No employee will be permitted to seek another position through this procedure if he has been awarded another position within the preceding six (6) months as a result of an earlier award under this procedure.

(f) The Health Officer 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.

(g) The Health Officer may fill a vacancy from outside the bargaining unit whenever:

(1) There are no bargaining unit employees who have submitted applications for the position, or

(2) It is determined, after thoroughly reviewing the qualifications of unit members who bid for the position, and conducting interviews, that a better qualified candidate is available from outside the unit whose better qualification can be documented and verified.

(h) A bargaining unit employee who is awarded a bid under this procedure shall be granted a trial period of up to sixty (60) calendar days to determine his desire to remain on the job and/or his ability to perform the job satisfactorily. During the trial period, the employee shall have the opportunity to revert back to his former position if he desires. If the employee is unsatisfactory in the new position, he may be returned to his former position by the employer, or to a position on the same shift equal rated to his former position without loss of seniority, and other employees who are affected by such action may also be returned to their former positions.

LAYOFF AND RECALL

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

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

(b) A non-probationary employee laid off from his classification shall be reassigned by the Employer to displace another employee in an equal or lower rated classification, provided the displacing employee presently has the necessary training, experience, qualifications, skill and ability to perform the work required (except for certifications that can and will be obtained within 60 days), and has greater IUOE seniority than the employee being displaced. An employee displaced under this procedure shall also be reassigned in accordance with the procedure, or shall be laid off if no suitable position is available. In reassigning personnel under this procedure, the Employer will attempt to minimize the number of employees displaced and minimize the number of ranges any affected employee is required to move downward. The Employer will not be required to displace an employee with a special employment-related skill (*e.g.*, bilingual or other special communication or technical skill, etc.). An employee who is reassigned to a lower-rated position under this procedure will be paid at the same step of the new classification as the employee was receiving in the former classification. An employee who refuses to accept reassignment to an equal rated position shall be considered to have resigned. An employee who refuses to accept reassignment to a lower rated position shall be laid off.

Section 11.1 Notification of Layoff. Whenever possible, the Employer agrees to give thirty (30) calendar days advance notification of layoff by personal contact, telephone call, or written communication. The notification shall be confirmed in writing by certified mail to the

employee's last known address. A copy of such notification shall be issued to the Chief Steward. Whenever possible, the notification shall state the anticipated duration of the layoff.

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

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

Section 11.4 Voluntary Layoff.

(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 provided an employee on voluntary layoff may be recalled at any time. Employees on voluntary layoff shall not have benefits reduced except that such employees shall not accumulate paid time off while on lay off 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 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 at any time. 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.

HOURS OF WORK

Section 12.0 Normal Workweek and Workday. The normal workweek for all full-time employees shall consist of work performed in five (5) consecutive eight (8) hour days, exclusive

of unpaid lunch periods, followed by two (2) consecutive days off. The official work week will be defined as Monday through Friday. Regular working hours are normally from 8:00 a.m. to 5:00 p.m. unless otherwise approved in advance by the Health Officer or Immediate Supervisor. Employees required to work another schedule shall be so informed and have their schedules posted as set forth in this agreement. Schedules other than the normal workweek will still allow for two (2) consecutive days off in a period of seven (7) consecutive calendar days.

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

Section 12.2 Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirement 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. Every effort will be made to post each employee's work schedule seven (7) calendar days before the 1st of the following month for all programs that require schedules be posted, and this shall not be changed to avoid the payment of overtime or compensation time.

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 Health Officer , whichever is appropriate.

Section 12.4 Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight-time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) work week. For purposes of calculating premium pay under this section only, holiday pay received by eligible employees pursuant to this Agreement shall be considered hours actually worked.

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

(c) An employee who has finished his/her scheduled work shift and left the Employer's premises will receive a minimum of four (4) hours of pay at straight-time or time and one half for all hours worked, whichever is greater if the employee is called back to work. Call in will be considered (but not limited to) 911 dispatch, fire/police, alarms and county management.

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

Section 12.6 Lunch Period. All employees shall receive a one (1) hour unpaid lunch period to be scheduled in accordance with the needs of their department or program. At the sole discretion of the responsible manager, an alternate lunch period of less than one hour, but at least 30 minutes, may be implemented at the request of employees in a given program or department, provided such an arrangement does not adversely affect operational efficiency or service to the public and meets any requirements or conditions imposed by the manager. The arrangement must apply to all similarly situated employees in the program or department. The Employer reserves the sole discretion to terminate any such arrangement.

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. In the absence of any designation, employees may take their breaks when desired, provided it does not reasonably interfere with the efficient operation of the Employer.

Section 12.8 Compensatory Time. Employees covered by this agreement may receive compensatory time at the rate of time and one half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in any work week. The scheduling of compensatory time off shall be at a time mutually agreed upon by the Employer and the Employee, provided, however, that the Employer reserves the right to refuse a request for compensatory time if it would unduly disrupt its operations. Compensatory time off may accumulate to a maximum of one hundred (100) hours. On or after January 1, 2010, an employee who becomes disabled from work may liquidate accumulated compensatory time at the employee's then-current wage rate and contribute the value of such liquidated time to the employee's flexible benefit account to pay for group insurance benefits while on leave of absence, if such use is legally permitted. Employees whose employment with the Employer is terminated shall receive pay for accrued unused compensatory time at the average regular rate received by such Employee during the last three (3) years of the Employees employment or at the final rate received by such Employee, whichever is higher.

Section 12.9 Flex Time. Flex time may be used upon mutual agreement between Employee and Employer, to allow an Employee to flex his or her schedule on one-day (or less) intervals to accommodate an Employee's occasional medical, dental, personal appointment or need which cannot be scheduled outside of the employees established work schedule. Requests for flex time shall be granted unless the request unreasonably interferes with the efficient operation of their Department and the Employer's obligations to the general public. Employer shall not require an Employee to utilize flex time in lieu of overtime absent an agreement with the Employee before the overtime is actually worked.

LEAVES OF ABSENCE

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

Section 13.1 Purpose of Leaves. It is understood by the parties the 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 absences. Employees shall not accept employment while on leaves of absence unless agreed by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

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

Section 13.3 Military Leave. A military leave of absence is subject to the Board of Commissioners policy on military leave 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 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:

Spouse (5)
Parents (5)
Parents of Current Spouse (5)
Child (5)
Brother (5)
Members of Employee's Immediate Household (5)
Sister (5)
Stepparent (5)
Stepchild (5)
Grandparents (3)
Grandchildren (5)

Leaves granted under this Section shall commence no later than the date of the funeral/memorial service or be split if there is a period of time, not to exceed two (2) weeks, between the death end the funeral or memorial. An employee excused from work under this Section shall, upon written request (i.e., time off request form, email, etc.), be paid the amount of wages he would have earned by working his straight time hours on such scheduled days of work for which he is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day of work.

Section 13.5 Family 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.

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 37th Circuit Court or 10th 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 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 certification from 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 raises a question as to the employee's capabilities to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on disability leave of absence. The Employer may require as a condition of any disability leave, regardless of duration, a medical certificate setting forth the reasons for the leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing such leave. Employees required to take a disability leave or to remain on disability leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusion shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness of 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 13.8 Personal Leave. The Health Officer 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. The Employee's health insurance benefits will remain in effect during the personal leave of absence provided the Employee makes arrangements with the Human Resources Department to pay their applicable share of the premium. However, a leave of absence in excess of thirty (30) days shall require the additional approval of the Board of Commissioners.

HOLIDAYS

Section 14.0 Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions/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 paid time off, he shall be entitled to an extra day of paid time off which may be taken at the beginning or end of the scheduled paid time off 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, Jr. Day
President's Day
Good Friday (afternoon only, commencing at noon)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
December 24 or the last workday before Christmas is celebrated pursuant to Sec. 14.2
Christmas Day
December 31 or the last workday before New Year's Day is celebrated pursuant to 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.

PAID TIME OFF

Section 15.0 Paid Time Off. The first day of the first pay period following ratification of members and approval by the Board of Commissioners all full-time employees will shift to Paid Time Off (PTO). This replaces the previous provisions of vacation and personal day accruals.

Regular full-time employees will accrue PTO benefits in accordance with the following schedule for each full payroll period for which they have at least 80 hours of credited service (including hours actually worked and paid leave).

Seniority	Hours Earned Per Pay Period	Annual Carry Over	Maximum Payout at Termination
Start through fourth years	5.55 hours	240 hours	240 hours
Fifth through ninth years	7.09 hours	240 hours	240 hours
Tenth through fourteenth years	8.63 hours	240 hours	240 hours
Fifteenth and subsequent years	10.17 hours	288 hours	288 hours

Regular part-time employees will accrue PTO benefits on a pro rata basis in accordance with their FTE for each full payroll period for which they have credited service equal to their regular schedule of hours.

There will be no further accrual of paid vacation or personal day benefits and an employee's accumulation of unused vacation and personal day benefits will be converted to PTO benefits the first day of the first pay period following ratification of members and approval by the Board of Commissioners.

Section 15.1 PTO Scheduling. Any request to use PTO must be made to the employee's immediate supervisor as early as possible, unless an illness, injury or emergency exists which prevents giving the required notice. Illness, injury and emergency use of PTO may, upon reasonable request by the supervisor/Department Head, be made conditional upon the employee furnishing written documentation satisfactory to the Employer. Use of PTO will not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

Consideration of employee preferences in scheduling non-emergency use of PTO will be given whenever possible and practical. However, non-emergency use of PTO will be at the discretion of the supervisor/department head and may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations 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.

An employee's request for non-emergency use of PTO will be considered granted if not responded to within ten (10) work days of submission.

The date the non-emergency use of PTO was requested and the employee's length of service may be criteria used for resolving scheduling conflicts when two or more employees request the non-emergency use of PTO for the same periods of time, provided that the request(s) was submitted with as much advance notice as possible.

Only accrued PTO from previous pay periods can be utilized for time off. Current pay period accruals cannot be used for current pay period time off.

On each employee's anniversary date, his/her unused PTO benefits up to the maximum of stated in Section 15.0 may be carried forward into the following year.

Section 15.2 PTO Basis. PTO will be paid at the straight time regular rate of pay an employee is earning at the time he takes PTO, excluding all premiums.

Section 15.3 Benefits at Termination. There shall be no PTO benefit payments upon an employee's termination during the probationary period or upon the employee's termination for violation of law. In the event of resignation or retirement Employees are required to provide a two week written notice to the Employer. Failure to provide required notice due to resignation, retirement or termination for reasons other than violation of law, may result in forfeiting of one full day (8 hours) of otherwise payable PTO benefit for every day of insufficient notice. However, total payout shall not exceed the "Maximum Payout at Termination" set forth in Section 15.0. PTO benefits will be paid on the same basis as outlined in Section 15.2 of this Agreement. In the event of lay-off, an employee who still retains call-back rights on his anniversary date will be credited with the PTO benefits earned prior to the lay-off.

LONGEVITY

Section 16.0 Longevity Benefit. Longevity benefits shall be determined on an employee's anniversary date of hire each year. All full-time employees who have completed a minimum of five (5) years continuous service with the Employer shall receive longevity benefits calculated on the basis of fifty dollars ($50.00) for each full year of continuous service, provided, however, the maximum payment allowed under this Section shall be fifteen hundred dollars ($1,500.00). There shall be no pro rata longevity payment upon employee's termination for any reason whatsoever. Employees hired after January 1, 2006 will receive a maximum payment of one thousand dollars ($1,000.00).

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

Section 16.2 Longevity Eligibility Employees hired before December 31, 2011 are eligible for longevity benefits. Employees hired on or after January 1, 2012 shall not be eligible for longevity benefits.

INSURANCE

Section 17.0 Group Insurance. During the term of this Agreement, the Employer will make the following group insurance coverage available for eligible employees subject to provisions of applicable laws; subject to such restrictions, definitions, rules, procedures and other limitations as may be applied by the Employer or its insurance carriers; and subject to other provisions of this Agreement, including but not limited to those requiring participating employees to pay any part of applicable premiums.

(a) Full-time and regular part-time employees shall, upon proper written application, be eligible to participate in one of at least two group health benefit plans sponsored by the County. One of the plans shall be designated as the "standard" plan and shall meet the following thresholds:

> 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 $1,000/$2,000 is reached.
>
> Prescription coverage with co-pays of $10 for generics, $30 for brand name formulary medications, and $50 for non-formulary medications (mail order co-pays may vary).

In order to participate in one of these plans, employees must sign up for such coverage (using the administrative process developed by the County's Human Resource Department) at the time of hiring or during an open enrollment period, and must execute authorizations to payroll-deduct the required premiums or other charges representing the employee's share of costs. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the Employer, or the first day of the month following enrollment, whichever is later. The Employer shall have no insurance liability whatsoever for any employee who fails to timely sign up or pay required amounts for such coverage.

The Employer will pay 80% of the applicable premiums and costs for providing Single, Two-person or Family insurance for full-time employees enrolled in the County's designated standard plan , provided the employee pays any remaining premiums and costs through payroll deduction:

Part-time employees may elect insurance provided employees hired after February 28, 2009, shall pay all premiums and costs through payroll deduction and employees hired prior to March 1, 2009, shall pay the following portion of all premiums and costs for the designated standard plan through payroll deduction (plus any upcharge for any optional plan):

FTE	Employee Cost
0 - .24	100%
.25 - .49	75% + full-time co-share percentage
.50 - .74	50% + full-time co-share percentage
.75 - .93	25% + full-time co-share percentage
.94 – 1.00	Full-time co-share percentage (up to 15)

Part-time employees are not eligible for any opt-out payments provided under this Agreement.

(b) Full-time employees shall, upon proper written application, be eligible to participate in a dental benefit plan with at least the following coverages, provided they are, and continue to be, obtainable:

100% Co-payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co-payment for radiographs, restorations, oral surgery, root canals, periodontic services, dentures and bridges

$1000.00 maximum benefit per family member per year.

The Employee 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 (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

(c) Full-time employees shall, upon proper written application, be eligible to participate in the optical benefit plan sponsored by the County. The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this Section.

This coverage shall become effective on the first (1st) of the month following completion of thirty (30) calendar days of continuous employment with the Employer.

(d) Full-time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Life insurance coverage in the amount of $50,000.00, subject to age-based reduction per carrier schedule.

Double indemnity for accidental death and dismemberment.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage. Participating employees may be eligible to purchase supplemental life insurance coverage if offered by the carrier, subject to requirements for evidence of insurability.

(e) Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

> Two-thirds (2/3) of the employee's basic weekly earnings, subject to a maximum benefit of $1050.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits may be subject to age limits imposed by the carrier. Benefits begin with the first day of disability due to injury or hospitalization (provided the employee is disabled for at least three consecutive work days), or the eighth consecutive day of disability due to illness, and continue for a maximum of twenty-six (26) weeks in any 12 month period. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third party administrator if the plan is not insured) that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled and prevented by such disability from working for remuneration or profit. In no event shall benefits be retroactive more than fifteen (15) days before the date on which the employee submits documentation from the employee's treating physician sufficient to permit the insurance carrier or third party administrator to make a disability determination. The plan shall provide for a dispute resolution procedure (similar to that used by Michigan Blue Cross/Blue Shield in disability benefit claims) which will entitle the parties to a determination by a neutral decision-maker whose decision shall be final and binding.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage.

(f) Through the end of 2012, full-time employees may, upon proper written application, be eligible to participate in a long-term disability plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

> Two-thirds (2/3) of the employee's basic weekly earnings, subject to a maximum benefit of $1050.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or

retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits may be subject to age limits imposed by the carrier. Benefits begin after twenty six (26) weeks of disability and continue up to 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.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage.

Effective January 1, 2013, each regular full-time employee may have the ability to purchase supplemental long term disability insurance during the annual open enrollment period, according to a schedule provided by the insurance carrier upon meeting the required qualifications based on Evidence of Insurability.

(g) All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers (or the County if self-insured). The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels and to change carriers or become self-insured. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. If the employee and the employee's spouse are both eligible to participate as employees in group health plans funded directly or indirectly by or through Calhoun 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 health care plans funded by or through the County shall not be permitted unless it is to the financial benefit of the County to permit such. If the employee and the employee's spouse fail to make an effective election with two (2) weeks after being required to do so, the Employer shall have the right to determine the health plan in which the employee(s) and/or their dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims, which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits by insurers or administrators, of changes in carriers or plans shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or refusal of the County to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

(h) 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 premium payments of any nature whatsoever for an employee who is on a leave of absence, layoff, retires, or otherwise terminated beyond the date on which such layoff, leave of absence, layoff, retirement, or termination commenced or occurred. While a full-time, non-probationary employee is on an approved leave of absence and receiving sickness and accident benefits or workers compensation disability benefits from the Employer or its

carrier, the Employer shall pay its regular share of the premiums to continue insurance coverage in effect until the end of the leave or the termination of such benefits, subject to a limit of six months or any longer period required by law. In all others cases, the employee must make arrangements for and bear the full cost of continuation of any desired insurance coverage while not actively working, except as otherwise provided by law. Upon loss of insurance coverage, the Employee may continue insurance coverage per COBRA rules and regulations.

Section 17.1. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the group health benefit plan as set forth in Section 17.0(a) shall be eligible to receive a cash alternative in lieu of insurance coverage, of at least the amount of Fifty and 00/100 Dollars ($50.00), each pay period if the employee is not covered by the insurance of a relative whose coverage is paid in whole or in part by the County or Court funds. Before any employee chooses to opt-out of the County insurance, the employee must provide proof of a reasonable level of health care coverage from another source.

Section 17.2. Flexible Benefit Plan. The Employer may offer all benefits addressed in this Article along with any additional benefits offered by the Employer as part of a flexible benefit plan. Employees may participate in, add, or delete a flexible benefit offered to County employees during open enrollment. 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 add to or delete an insurance benefit from the flexible benefit plan without opening the contract or engaging in negotiations, provided, health, dental, vision, sickness and accident, and life insurance shall not be deleted except by agreement with the Union.

Section 17.3. 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.

RETIREMENT

Section 18.0 Calhoun County Retirement Plans. The obligations contained in this section are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the Employer has or may have had at any time under any prior retirement program.

(a) Calhoun County Defined Benefit Pension Plan. Bargaining unit employees hired on or after May 18, 2001, and those hired before that date who have made an authorized election to participate shall, as a condition of employment, participate in the Calhoun County Defined Benefit Pension Plan, as amended. The Employer's contributions to the Calhoun County Defined Benefit Pension Plan, as amended, on behalf of participants shall be 7.0% of their Compensation (as defined under the Plan), and each participating employee shall contribute any additional amounts required to fund the specified plan benefits on an actuarially determined basis. Normal retirement benefits shall be equal to 1% of final average compensation, multiplied by years of credited service (including any

additional credited service purchased by the participant) for years ending before 2006; plus 2% of final average compensation, multiplied by years of credited service for years ending after 2005. All benefits shall be defined by and subject to the terms, conditions and limitations set forth in the Plan, as it may be amended from time to time. All forfeitures due to non-vesting shall accrue to the Employer.

(b) Calhoun County 401(k) Savings Plan.

1. During the term of this Agreement, bargaining unit employees hired prior to May 18, 2001, who elected not to participate in the Defined Benefit Pension Plan may continue to participate in the Calhoun County 401(k) Savings Plan, as amended, according to its terms, instead of participating in the Defined Benefit Pension Plan. The Employer's per pay period contribution on behalf of such employees shall be equal to each participating employee's contribution up to a maximum of seven percent (7%) of the employee's base wages. There shall be immediate vesting in all amounts contributed by the employee, and vesting in the amounts contributed by the Employer 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. For employees at less than a .5 FTE status, matching is made only after completion of at least 1,000 hours of service during the plan year.

2. Bargaining unit employees participating in the Defined Benefit Pension Plan may also participate in the Calhoun County 401(k) Savings Plan, as amended, according to its terms, during the term of this Agreement. Contributions to the employee's 401(k) shall be made bi-weekly by the employee. The Employer shall have no obligation to make any contributions to the 401(k) on behalf of employees participating in the Defined Benefit Pension Plan.

All forfeitures due to non-vesting shall accrue to the Employer.

COMPENSATION

Section 19.0 Hourly Rates. Hourly rates will remain in effect for the duration of this agreement, subject to Section 19.6.

See Wages - Appendix A.

Effective January 1, 2012, there shall be no changes to hourly rates from the 2011 wage schedule.

Effective January 1, 2013, add 1.0% across the board to hourly rates from the 2013 wage schedule.

Effective January 1, 2014, add .5% across the board to hourly rates from the 2013 wage schedule.

Section 19.1 Advance Within Pay Grades.

(a) Each new employee covered by this Agreement shall initially be paid at the "start" rate for the pay grade applicable to his classification, unless a different rate of pay is established pursuant to Section 19.2. Advancement to the next salary Step and all subsequent Steps shall be placed into effect upon completion of one (1) year of full service at each Step.

(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 new pay grade which will result in a projected increase in pay of at least two hundred eight dollars ($208.00) more during the ensuing twelve (12) months than he would have received without the change in pay grade, except an employee returning to a higher rated position from which he was laid off within the preceding 12 months shall be returned to his prior step. 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 a 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 the planned step increase prior to the position change.

Section 19.2 Hiring Above the Minimum. Nothing contained in this Agreement shall in any way limit the Employer from hiring persons at up to and including the second (2nd) year Step, provided this becomes necessary in the recruitment of personnel who possess the qualification designated and required for the position, and provided further, that employees shall not be hired above the minimum except upon approval of the County Administrator/Controller after advance notice has been given to the Union.

Section 19.3 Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of thirty (30) calendar days and the employee has been specifically designated by the Health Officer or the Board of Health as occupying the temporary assignment, the employee shall be paid at the higher rate as of the beginning date of the temporary assignment. The rate shall be the earliest step in the new range which will provide a projected increase in pay of at least two hundred eight dollars ($208.00) or more during the ensuing twelve (12) months than the employee would have received without the change in pay grade. A temporary assignment which continues for 180 calendar days will be considered a regular vacancy subject to Job Bidding under Section 10.6, unless otherwise agreed by the Employer and

the Union (*e.g.*, if the temporary assignment is to replace an employee who is temporarily absent or the assignment is otherwise expected to end in the near future, etc.).

Section 19.4 Reclassifications. Reclassifications will be addressed at re-negotiation, in the case of job elimination, departmental re-organization, or upon mutual agreement by the Union and Employer. When an employee's classification is upgraded to reflect increased responsibilities, the employee shall retain the same pay step and anniversary date in the new classification as in the old classification, except when expressly provided otherwise with the reclassification. In either event, he shall receive a projected increase in pay of at least two hundred eight dollars ($208.00) more for the ensuing twelve (12) months than he would have received without the change in classification. 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. The Employer agrees to respond to the reclassification requests within 30 calendar days.

Section 19.5 Direct Deposit. All current employees and new hires will be required to be paid by direct deposit.

Section 19.6 Wage Reopener. If the County's total revenues for any calendar year of this Agreement do not increase at least two percent (2%) over total revenues for the preceding calendar year, the Employer may reopen negotiations as to wages to be paid in the subsequent calendar year(s) by giving written notice of reopening to the Union.

PART-TIME EMPLOYEES

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

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

(1) Part-time employees shall accrue paid time off in the same manner as a full-time employee on a pro-rated basis pursuant to Section 15.0.

(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) Regular part-time employees will receive the same holiday pay as regular full-time employees for hours actually worked in accordance with 14.1.

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

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

A special conference shall be held to discuss benefits for part-time employees should staffing changes occur which would add part-time employees working a minimum of twenty (20) hours per week.

MISCELLANEOUS

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

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

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

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

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

Section 21.5 Clothing Allowance. The Employer will provide any specialized articles of clothing or equipment that are required on an annual basis. Upon an annual review of the Employee's specialized articles of clothing, the immediate supervisor will determine if replacement clothing is needed. Based on reasonable wear and tear, the Employer will provide any required specialized articles of clothing. If employees are required to wear a specific uniform designated by the Employer, they shall be furnished with the uniform by the Employer.

Section 21.6 Educational Benefits. Where further training or education is necessary for job performance or will lead to improved job performance, the Health Officer will approve the cost of such training or education or reimburse the employee for such cost upon successful completion of such training/education. Reimbursement shall include tuition, books and lab fees. In no event will the amount reimbursed or paid exceed the limit established by the Calhoun County Board of Commissioners in policy governing such payments.

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 Human Resource department within this period of time, the rate shall be deemed to be permanent. Should the Union communicate a timely objection 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 all Health Department sites. This free parking is contingent upon continued obedience to all present relevant ordinances of Battle Creek and Calhoun County as of date of signing of this Agreement.

Section 21.10 Payment at Death of an Employee. Wages and unused 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 Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining

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

Section 21.15 Liability Insurance Reimbursement. Employees who are required to drive their personal vehicles on business for the Employer, and whose insurance premiums are increased for that reason, shall be reimbursed in an annual amount not to exceed one hundred dollars ($100.00) upon presenting proof of the additional premium expense.

Section 21.16 Mileage. Mileage will be reimbursed based on the County policy. Employees called out on emergency outside of their normal working hours will be reimbursed for door to door mileage.

Section 21.17 County Vehicles. A pool of cars (# to be determined by Health Officer and County Administrator/Controller on a yearly basis) will be provided to the Health Department for use by employees that are required to transport (bulky or dirty) equipment for direct service to the public. Vehicle usage will be dictated by Calhoun County Board of Commissioners policy as well as Health Department policy.

Section 21.18 Annual Evaluations. Annual employee evaluations are to be conducted by the employee's supervisor. Employees will not be required to conduct self-evaluations as the sole evaluative tool.

Section 21.20 Appointment of an Emergency Financial Manager An emergency manager appointed under the local government and school accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement in the local government and school district accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Required provisions are prohibited subjects of bargaining. The collective bargaining agreement under the act may be rejected, modified, or terminated pursuant to the local school district fiscal accountability act, 2011 PA 4, MCL 14.1501 to 141.1531. This act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141,1501 to 141.531.

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 understanding, oral or written, expressed or implied, between such parties and will henceforth 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 has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, therefore, the Employer and the union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION

Section 23.0 Termination of Agreement. This Agreement shall be effective on January 1, 2012 and shall remain in force until 11:59 p.m., December 31, 2014, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Board of Health. 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
BOARD OF COMMISSIONERS

Art Kale,
Chairman Board of Commissioners

Kelli Scott,
Administrator/Controller

James Rutherford,
Health Officer

Kim Archambault,
HR and Labor Relations Director

FOR INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

John M. Hamilton,
General Vice President and Business Manager

Steve Minella,
President

Thomas Scott,
Recording-Corresponding Secretary

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APPENDIX A - WAGE SCHEDULES

IUOE 2012

		2012 Wage Schedule					
Job Title	**Range**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
	A	11.73	12.14	12.52	12.95	13.32	13.76
	B	12.35	12.64	13.08	13.50	13.92	14.34
	C	12.77	15.05	15.71	16.34	16.98	17.64
	D	13.31	13.79	14.26	14.73	15.22	15.68
Program Clerk	E	13.92	14.45	14.94	15.42	15.91	16.40
Program Technician	F	14.43	15.05	15.71	16.34	16.98	17.64
Program Assistant Program Technician II	G	15.22	15.89	16.56	17.26	17.91	18.61
Assessment/Education Specialist Billing Specialist Children's Special Health Care Services Specialist	H	16.06	16.80	17.51	18.22	18.95	19.67
Medical Assistant	I	16.98	17.77	18.52	19.29	20.06	20.83
Lead Secretary Medical Services Support Specialist Program Support Specialist Nutritionist I Environ. Protection Specialist – Food Fiscal Support Specialist I	J	17.93	18.76	19.58	20.39	21.22	22.00
Health Educator I Office Coordinator	K	18.96	19.84	20.71	21.57	22.44	23.33
Case Manager Fiscal Support Specialist II Health Educator II Nutritionist Specialist II Registered Dietician, BA Sanitarian I	L	19.85	20.95	22.03	23.14	24.23	25.32
Registered Dietician, MA Sanitarian II Social Worker, BA	M	21.22	22.39	23.56	24.75	25.91	27.12
Social Worker, MA Sanitarian III	N	22.68	23.97	25.21	26.49	27.75	29.02
Program Coordinator Epidemiologist	O	24.26	25.65	26.98	28.36	29.70	31.08

IUOE 2013

Job Title	Range	2013 Wage Schedule					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	A	11.85	12.26	12.65	13.08	13.45	13.90
	B	12.47	12.77	13.21	13.64	14.06	14.48
	C	12.90	15.20	15.87	16.50	17.15	17.82
	D	13.44	13.93	14.40	14.88	15.37	15.84
Program Clerk	E	14.06	14.59	15.09	15.57	16.07	16.56
Program Technician	F	14.57	15.20	15.87	16.50	17.15	17.82
Program Assistant Program Technician II	G	15.37	16.05	16.73	17.43	18.09	18.80
Assessment/Education Specialist Billing Specialist Children's Special Health Care Services Specialist	H	16.22	16.97	17.69	18.40	19.14	19.87
Medical Assistant	I	17.15	17.95	18.71	19.48	20.26	21.04
Lead Secretary Medical Services Support Specialist Program Support Specialist Nutritionist I Environ. Protection Specialist – Food Fiscal Support Specialist I	J	18.11	18.95	19.78	20.59	21.43	22.22
Health Educator I Office Coordinator	K	19.15	20.04	20.92	21.79	22.66	23.56
Case Manager Fiscal Support Specialist II Health Educator II Nutritionist Specialist II Registered Dietician, BA Sanitarian I	L	20.05	21.16	22.25	23.37	24.47	25.57
Registered Dietician, MA Sanitarian II Social Worker, BA	M	21.43	22.61	23.80	25.00	26.17	27.39
Social Worker, MA Sanitarian III	N	22.91	24.21	25.46	26.75	28.03	29.31
Program Coordinator Epidemiologist	O	24.50	25.91	27.25	28.64	30.00	31.39

Job Title	Range	2014 Wage Schedule					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	A	11.91	12.32	12.71	13.14	13.52	13.97
	B	12.54	12.83	13.28	13.70	14.13	14.56
	C	12.96	15.28	15.95	16.59	17.24	17.91
	D	13.51	14.00	14.47	14.95	15.45	15.92
Program Clerk	E	14.13	14.67	15.16	15.65	16.15	16.65
Program Technician	F	14.65	15.28	15.95	16.59	17.24	17.91
Program Assistant Program Technician II	G	15.45	16.13	16.81	17.52	18.18	18.89
Assessment/Education Specialist Billing Specialist Children's Special Health Care Services Specialist	H	16.30	17.05	17.77	18.49	19.24	19.97
Medical Assistant	I	17.24	18.04	18.80	19.58	20.36	21.14
Lead Secretary Medical Services Support Specialist Program Support Specialist Nutritionist I Environ. Protection Specialist – Food Fiscal Support Specialist I	J	18.20	19.04	19.87	20.70	21.54	22.33
Health Educator I Office Coordinator	K	19.25	20.14	21.02	21.89	22.78	23.68
Case Manager Fiscal Support Specialist II Health Educator II Nutritionist Specialist II Registered Dietician, BA Sanitarian I	L	20.15	21.27	22.36	23.49	24.59	25.70
Registered Dietician, MA Sanitarian II Social Worker, BA	M	21.54	22.73	23.91	25.12	26.30	27.53
Social Worker, MA Sanitarian III	N	23.02	24.33	25.59	26.89	28.17	29.46
Program Coordinator Epidemiologist	O	24.63	26.04	27.39	28.79	30.15	31.55