# AGREEMENT

**between**

**CALHOUN COUNTY**
**BOARD OF COMMISSIONERS**

**and the**

**TEAMSTERS, STATE, COUNTY**
**AND MUNICIPAL WORKERS**
**(Local No. 214)**

**May 19, 2013 through October 31, 2015**

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# TEAMSTERS AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2013, between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" and the Teamsters, State, County, and Municipal Workers Local 214, hereinafter referred to as the "Union."

## ARTICLE 1 - RECOGNITION

**Section 1.0 Collective Bargaining Unit.** The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit: All full-time and part-time employees of the Calhoun County Road Department listed in Appendix A, and EXCLUDING all elected officials, managing director, assistant managing director, confidential employees, 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) Full-Time Employee. A full-time employee is an employee who is normally working a minimum of forty (40) hours per week on a regular basis in a position classified by the Employer as permanent.

(b) Part-Time Employee. A 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 without an express waiver from the Union. The Employer reserves the right to determine all conditions of employment for such individuals. Temporary employees shall not be used to permanently replace regular employees covered by this agreement.

**Section 1.2 Non-Discrimination.** The Employer and the Union are jointly committed to maintaining a work environment that is free from unlawful discrimination and unlawful harassment based on race, color, religion, sex, gender, national origin, age, height, weight, disability, genetic information, marital status, military or veteran status, or other factors prohibited by law.

**Section 1.3 Non-Discrimination Relative to Union Membership.** The Employer and the Union agree that, in accordance with Public Act 349 of 2012, MCL §423.209 and §423.210, an individual shall not be required as a condition of obtaining or continuing employment with Employer to do any of the following:

(a) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of the Union.

(b) Become or remain a member of the Union.

(c) Pay any dues, fees, assessments, or any other charges or expenses of any kind or amount, or provide anything of value to the Union.

(d) Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by the Union.

**Section 1.4 Union Membership Rules.** The Union shall have the right to prescribe its own rules with respect to the acquisition or retention of membership in the Union, as provided by MCL 423.210(a).

## ARTICLE 2 - REPRESENTATION

**Section 2.0 Collective Bargaining Committee.** The Employer agrees to recognize not more than three (3) 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.

**Section 2.1 Union Stewards.**

(a) The Employer hereby agrees to recognize three (3) Stewards. One of the stewards will be designated as the Chief Steward and the other two as Alternate Stewards. 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 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 the Managing Director or designee, whichever is appropriate. In the event it is necessary for a Steward to remain on his job after a request to handle a grievance is made, the Steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

(c) The 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 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 2.2 Access to County Facilities.** In addition to those circumstances where this Agreement specifically permits or requires the presence of non-employee representatives of the Union at meetings with representatives of the Employer, additional access to County facilities or Departments for such non-employee Union representatives may be secured by obtaining prior permission from the Managing Director. In requesting such permission, the representative shall designate the Union business under consideration. The Managing Director 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.

## ARTICLE 3 - VOLUNTARY DUES DEDUCTION

**Section 3.0 Voluntary Dues Deduction.** During the term of this Agreement for those employees who have voluntarily executed payroll deduction authorization cards which are delivered to Employer, Employer will deduct from their pay the monthly Union dues and initiation fees as designated by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to the finance officer of the Local Union. The Union agrees to indemnify and save Employer harmless against any and all claims, suits, expenses, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article. Employees shall have the right to voluntarily withdraw the payroll deduction authorization at any time by providing notice of said withdrawal to Employer and the Union in writing.

## ARTICLE 4 - RIGHTS OF THE EMPLOYER

**Section 4.0 Rights of the Employer.**

(a) It is understood and agreed that the Employer possesses and retains the sole power, duty, and right to operate and manage its Departments, Divisions and programs, and to carry out all constitutional, statutory and administrative policy mandates and goals. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate. The exercise of the Employer's discretion, judgment, powers or rights as to any such matters shall not be subject to review or attack through the Grievance Procedure, although nothing herein shall prohibit special conferences on any subject. Such retained Management Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its

parts; the methods, means, procedures and equipment to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish classifications of work; to hire and increase or decrease the size of the work force; to assign, transfer and promote personnel; to maintain order and efficiency and use outside assistance. However, the Union may request that the exercise of such reserved rights be made the subject of a special conference.

(b) The Employer also reserves certain additional rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to lay off and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations thereof; to make judgments as to skills and abilities; to establish and change work schedules, and to do other acts, 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 Procedure.

(c) This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, 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. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the sole discretion and control of the Employer.

**Section 4.1 Policy and Procedures.** The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement. Such rules, regulations, policies, and procedures shall be provided for review and comment by the Union if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement or is unreasonable, a grievance may be filed within five (5) working days after 7the establishment or application of such rule, etc., whichever first occurs, and thereafter considered in accordance with the grievance procedure. Newly established or changed rules, regulations, policies, and/or procedures will become effective after being posted on each divisions bulletin board for a period of seven (7) working days.

**Section 4.2 Work by Non-Bargaining Unit Employees.** Non-bargaining unit employees may perform work as needed, and in the manner and to the extent as may be determined by the Employer from time to time. The Employer shall not use this provision to displace regular employees under this agreement and/or to circumvent overtime.

**Section 4.3 Sub-Contracting.** The right of contracting and subcontracted is vested with the County, however, it will not be used for the purpose of undermining the union nor to discriminate against any of its members. A decision to subcontract may be based on various performance standards, including but not limited to; financial, quality, and productivity indicators.

## ARTICLE 5 - 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. The Employer shall not, without legitimate reason, delay an investigation or delay imposition of discipline following conclusion of an investigation. Employees shall be notified in a timely manner of a pending investigation that may result in disciplinary action.

All discipline shall be given within fifteen (15) days of the occurrence or within fifteen (15) days from when it is reasonable to assume that the Employer became aware of the reason for discipline, except when circumstances make it impracticable to do so. Employees shall receive copies of all written disciplinary action at the time the discipline is issued . 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, but rather the time limits of the grievance process shall be extended to begin upon receipt of the disciplinary action by the Chief Steward. All notices of discipline, including verbal or written warnings or suspensions shall remain in effect for eighteen (18) months after they are issued unless the offense is of a violent or serious nature.

## ARTICLE 6 - 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. If the Immediate Supervisor is the Managing or Assistant Director, proceed directly to Step 2.

(b) Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be submitted, in writing, to the Managing Director or designee within ten (10) working days from date of the last reply. 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 a 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 Managing Director or designee within ten (10) working days following receipt of the written grievance. The Managing Director or designee shall reply in writing to the grievant within ten (10) 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 ten (10) working days following the Managing Directors answer in 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 parties 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 ten (10) 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.

**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/Controller 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 union may promote the grievance to the next step, 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 Time Computation.** In computing days under the grievance procedure, working days shall be utilized.

**Section 6.7 Lost Time.** The union representatives will suffer no loss of pay from their regular scheduled work time attending grievance meetings. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled work hours. The Employer shall make every attempt to schedule grievance meetings within working hours.

## ARTICLE 7 - ARBITRATION

**Section 7.0 Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice to the County Administrator/Controller of its intent to arbitrate within forty-five (45) 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 County Administrator/Controller no later than forty-five (45) calendar days following the date the Employer's Step 3 answer was due. Further, the Union must request a panel of arbitrators from the Michigan Employee Relations Commission 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 Michigan Employee Relations Commission. 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.

## ARTICLE 8 - 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. 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 unless additions are mutually agreed to between the parties. 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 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.

## ARTICLE 9 - 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. 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, unless deemed unsafe.

**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.

## ARTICLE 10 - 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. For employees transitioning from the former Road Commission, seniority will be honored from the date of continuous services with the former Road Commission. This date is to be used for the purpose of paid time off accruals, 401(k) and defined benefits.

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 as it relates to the Retirement Pension Plan. Partial years of prior service shall not be credited. "Years" shall be calculated from anniversary date of hire and termination.

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

(b) Employees who commence work on the same date shall be placed on the seniority list in alphabetical order by the employee's last name.

(c) 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 employees shall be considered probationary employees for a period of one hundred fifty (150) calendar days. 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 an employee before the probationary period has expired, the probation period may be extended for up to an additional ninety (90) calendar

days. 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. Full time probationary employees shall receive benefits in accordance with the applicable waiting periods outlined in Article 17-Insurance.

**Section 10.2 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. After the 2nd consecutive day of absence, the Managing Director or Designee shall make a reasonable attempt to contact the Employee and shall provide notification to the Chief Steward.

(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 two (2) years or the length of his bargaining unit seniority at the commencement of the layoff, whichever is less

(g) If he fails to inform the Employer within five (5) 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 of absence, or on any other document presented to the Employer either before or following his employment.

(i) Except as otherwise required by law, 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 bargaining unit seniority at the time such leave commenced, whichever is less.

(j) If he has been on Workers Compensation status for a period of two (2) years, unless the Employee failed to return to work after being released by a physician or upon statement of permanent disability upon which immediate loss of seniority will occur.

**Section 10.3 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.

## ARTICLE 11 - VACANCIES

**Section 11.0 Vacancies.** When the Employer deems it necessary to fill either a new or existing vacancy, the following procedures shall be used:

**Section 11.1 Classification Vacancies.** Before filling a vacancy which occurs in a classification, the position shall be subject to bidding by union members in the classification. The person with the most seniority shall be awarded the position. If there are no bidding members in the classification, the position shall be posted externally and the position awarded to the most qualified candidate.

Notices of vacancies occurring in the 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 form to the Human Resources Department no later than the end of the posting period. Employees will not be considered for a vacancy unless they will be available for work in the vacant position on the date the position is to be filled. No employee will be permitted to seek another position through this procedure if he has been awarded a position within the preceding year as a result of an earlier award under this procedure.

**Section 11.2 Division Vacancies - While Operating Equipment.** The Employer shall determine the need to have a primary and back-up operator for incentive equipment that is subject to the bidding process and assigned by Division. If a primary and/or back-up operator should vacate his/her equipment bid and the Employer deems it necessary to fill this vacancy, then the following procedure shall be utilized:

Notice of the vacancy shall be posted on the Division bulletin board for a period of five (5) working days. During the time this posting is effective, employees in the Division to which the equipment is assigned, may bid by signing the equipment vacancy posting. The vacancy shall be awarded to the most senior employee in the Division that signs the posting. In the event that no one from the Division signs the posting, the Employer shall assign the least senior employee within the division with the necessary qualifications. The employer shall not assign primary operator status to an employee who is already a primary operator on another piece of bid equipment. However, an employee may be a primary operator on one piece of equipment and back-up on no more than three pieces of bid equipment.

The successful bidder shall be on a probationary period of one (1) calendar year, commencing with the first day following the award. If he/she has not exhibited the necessary abilities, skills, capabilities, attendance record and work habits to successfully perform the duties of the bid, then he/she may be removed from the bid equipment at any time during the probationary period.

**Section 11.3 County-Wide Equipment Vacancies.** The Employer shall determine the need to have a primary and back-up operator for incentive equipment that is subject to the bidding process and assigned on a County-wide basis. If a primary and/or back-up operator should vacate his/her equipment bid, then the following procedure will be utilized to fill the vacancy:

Notice of the county-wide vacancy shall be posted on the bulletin boards throughout the County for a period of five (5) working days. During the time the posting is effective, employees may bid by signing the equipment vacancy posting. The vacancy shall be awarded to the most senior employee county-wide who signed the posting. ***In the event that no employee signs the posting, the Employer shall assign the least senior employee within the County with the necessary qualifications. The Employer shall not assign primary operator status to an employee who is already a primary operator on another piece of bid equipment. However, an employee may be a primary operator on one piece of equipment and back-up on no more than three pieces of bid equipment.

The successful bidder shall be on a probationary period of one (1) calendar year, commencing with the first day following the award. If he/she has not exhibited the necessary abilities, skills, capabilities, attendance record and work habits to successfully perform the duties of the bid, then he/she may be removed from the bid equipment at any time during the probationary period.

**Section 11.4 Winter Maintenance Routes.** Winter maintenance routes will be reviewed yearly by the Managing Director and/or Designee. If and when the Employer deems it necessary to fill either a new or vacated winter maintenance or snow route, notice of such vacancy shall be posted for a period of five (5) working days. The Managing Director and/or Designee shall determine who to assign the route, giving consideration to the expressed interest of the employee, seniority, skills and qualifications, and the operational needs of the Employer. For otherwise equal candidates, routes will be awarded to the most senior bidder. The Employer retains the right to reject any and all bids and to assign all routes in the best interest of the Employer and the safety of the public. In the event no one expresses an interest in a route, the Employer shall assign the least senior employee with the necessary qualifications in the division.

**Section 11.5 Interest Sheets.** In an attempt to best match employees work preferences, an interest sheet list will be developed for jobs being performed on a regular basis, excluding while operating equipment bids and winter maintenance routes. The list will be posted annually on the bulletin board in each Division for five (5) days. Employees may sign up to three lists to state their job preference and must identify the order of preference if more than one is listed. Employees may sign off a list at any time, but will not be allowed to re-sign a list until the following year. The list could include, but will not be limited to: Patching, Hauling, Mowing, Road Grading, Blade Patching, Ditching, Drainage, Sealcoating and Guardrails.

**Section 11.6 Incentive Equipment Training/Certification.** When an employee is awarded an incentive bid for operating equipment, the Employer and Employee will together determine training and the operational practice time warranted. The employee will be provided with an opportunity for training time with a qualified operator and/or operational practice time with the incentive equipment, if needed. The Managing Director (or Designee) and a union representative will determine an employee's ability to safely operate the equipment. Upon award of the bid, the employee will begin to receive the incentive pay for the while operating bid.

**Section 11.7 In Yard Equipment.** The Employer may allow equipment to be used by any qualified employee, for the purpose of loading material, repair, maintenance, housekeeping or other similar activity that will last for short periods of time.

**Section 11.8 Work Assignments.** Management will make work assignments in the following priority order whenever possible:

a. winter maintenance routes, by division
b. voluntary "temporary" crew (while operating bid temporarily on hold)
c. by specific equipment on a while operating bid [or alternative bid]
d. interest sheets for when daily job opportunities arise
e. allow volunteers to fill daily job requirements by seniority. If there are no volunteers, then assignments will be made from the bottom of the seniority list up. Employee qualifications will be balanced with training opportunity and operational needs.

**Section 11.9 Work Crews and Crew Leaders.** The Managing Director can establish work crews and a crew leader as deemed necessary. A crew shall consist of a group of no less than 5 people including the crew leader. With all qualifications being equal, the selection of a crew leader shall be offered by seniority through the use of interest sheets. The crew leader is not responsible for disciplining other bargaining unit members but must advise a Supervisor and/or Managing Director of any policy, work rule, or safety violations of repeated, willful, and/or insubordinate conduct.

**Section 11.10 Group Leaders.** The Managing Director can assign a group leader at his/her discretion to lead employees in certain divisions or areas. With all qualifications being equal, the selection of a group leader shall be offered by seniority. The group leader is not responsible for disciplining other bargaining unit members but must advise a Supervisor and/or Managing Director of any policy, work rule, or safety violations of repeated, willful, and/or insubordinate conduct.

## ARTICLE 12 - LAYOFF AND RECALL

**Section 12.0 Involuntary 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 occur by seniority in the classification affected by the layoff. The first (1st) employees to be laid off shall be probationary, part-time, and/or seasonal employees, followed by those employees with the least amount of 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 the bargaining unit, provided the displacing employee presently has the necessary training, experience, qualifications, skill and ability

to perform the work, and has greater 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. 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 12.1 Notification of Layoff.** Whenever possible, the Employer agrees to give two (2) weeks advance written notification of layoff. The written communication may be provided via personal delivery or by mail. 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 12.2 Recall.** In the event the work force is increased, recall to work shall be in reverse order of involuntary layoff, provided, however, the employee returning to work must not have lost his recall rights pursuant to Section 10.2.

**Section 12.3 Notification of Recall.** Notification of recall shall be provided in writing and delivered via 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 12.4 Voluntary Layoff.**

(a) 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) 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.

## ARTICLE 13 - HOURS OF WORK

**Section 13.0 Normal Workweek and Workday.** The definition of "work days" or "regularly scheduled work day" shall mean Monday through Friday, except when a four-day work week is in effect. When the Employer utilizes ten (10) hour shifts, all references to eight (8) in the labor agreement shall be interpreted to mean ten (10) hours. 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.

The normal day shift shall commence at 6:45 a.m. and end at 3:15 p.m. when working 8-hour shifts. When working 10-hour shifts the normal shift shall commence at 6:00 a.m. and end at 4:00 p.m. Management reserves the right to adjust the staring time by one (1) hour, or portion thereof, for any or all employees and may institute night shifts as needed.

**Section 13.1 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.

**Section 13.2 Overtime.** It shall be a condition of continued employment that all employees work necessary overtime in accordance with applicable law. In non-emergency situations, employees will be provided at least one-hour notification prior to the end of shift, if possible, that they are needed to work overtime. In situations in which overtime subjects the employee to undue hardship, the Employer may excuse the employee based on the facts and circumstances existing at the time.

When the work to be performed on an overtime basis is a continuation of a specific job already assigned to an employee as part of the normal work day, it shall be that employee who will be assigned the overtime. When the overtime is not a continuation of a specific job that was being performed during the normal work day, then it will be assigned by division on a voluntary, rotating list. If there are no volunteers or additional employees are needed, the overtime will be assigned in the reverse order of seniority beginning with the lowest senior in the division. Overtime for winter maintenance routes will normally be assigned to the holder of the winter maintenance route bid. If the employee holding that route is unavailable, then the overtime will be awarded by seniority within the affected division.

**Section 13.3 Break and Lunch Period.** Employees shall be entitled to a rest or break period not to exceed fifteen (15) minutes duration, generally from 9:00 to 9:15 a.m. An Employee that is performing field service work shall generally be required to carry their own lunch and beverage to the job site, unless otherwise approved in advance by a supervisor. However, in the case of an unpaid lunch an employee may travel for lunch, but travel time needs to be included

as part of the lunch period. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period or lunch period until the urgent or critical aspect of the job then being performed has been completed. In the event an employee works twelve (12) consecutive hours in a scheduled eight (8) hour work day or fourteen (14) consecutive hours in a scheduled ten (10) hour work day, the employee shall be entitled to an additional fifteen (15) minute paid break. In the event Management specifically requires employees to work continuously during the work day which results in the employee not having a lunch break, said employees will then be paid for the lunch period, which time shall count towards the overtime pay requirements. If an employee may not otherwise leave a job assignment, a relief man will be provided for an employee to allow for lunch and breaks.

## ARTICLE 14 - LEAVES OF ABSENCE

**Section 14.0 Procedure for Requesting Leaves.** Request for a leave of absence must be submitted in writing by the employee to his immediate supervisor or the Managing Director 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 14.1 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 14.2 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 14.3 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 14.4 Bereavement Leave of Absence.** If a death occurs among a member of an Employee's immediate family, the Employee, at their discretion, will be excused from work up to a maximum of five (5) work days with pay. Immediate family is defined as spouse, child, parent, mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, or step-relatives of the same degree. The term "parent" includes any adult that cared for the Employee as a child and was considered a guardian or in loco parentis.

Three (3) workdays with pay shall be allowed in the case of the death of a grandparent, grandchild, sister-in-law, or brother-in-law.

One (1) workday, the day of the funeral or memorial service, shall be allowed with pay, in the case of the death of an aunt, uncle, niece or nephew.

Upon approval of the Managing Director, additional days charged against PTO may be granted.

Leaves granted under this section shall commence on or between the date of the death and the date of the funeral or memorial. An Employee excused from work under this Section shall, after making written request, be paid for the amount of wages he/she 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 worked. If a holiday falls on one of these workdays, the Employee shall receive holiday pay only and still received the allotted number of leave days/time.

**Section 14.5 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. For periods of unpaid Family Medical Leave, PTO may be used by the employee but is not required.

**Section 14.6 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. Employees will generally be paid for their entire shift when called for Jury duty, however, if they are dismissed from jury duty with at least four (4) hours of their shift remaining then they shall report to work. 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 instead receive their regular wages. Proof of service and/or documentation of payment for serving on jury duty may be required for reimbursement.

**Section 14.7 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 14.8 Personal Leave.** The Managing Director 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. A leave of absence in excess of thirty (30) days shall require the additional approval of the Administrator/Controller and will be without pay or benefits.

**Section 14.9 Union Leave.** Any Union member recognized under this Agreement may be granted a leave of absence without pay to attend a Union educational or training meeting or conference, or a regular Union business meeting in which the employee is required to participate. Such a leave shall not be requested or taken for purposes of engaging in political or organizing activity. Requests for leave under this Section shall not be unreasonably denied, but the Employer shall not have any obligation to grant requests which would substantially interfere with the Employer's operation's, or which are made on less that 14 days notice, or which would cause more than one employee at a time to be on leave under this Section. Employees requesting such leave for less than an entire work week may be required to make up missed time in the same work week.

## ARTICLE 15 – HOLIDAYS

**Section 15.0 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 15.1 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 (half-day/four-hours in latter part of shift)
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. 15.2
Christmas Day
December 31 or the last workday before New Year's Day is celebrated pursuant to section 15.2

**Section 15.2 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. When a holiday falls on a day in which the Road Department is not scheduled to be open, the annual holiday calendar shall be adjusted for an alternate day.

## ARTICLE 16 - PAID TIME OFF

**Section 16.0 Paid Time Off.** For 2013, the Sick Leave and Vacation provisions of the 2010-2012 collective bargaining agreement shall be honored and have been attached for reference as Appendix B. Beginning in 2014, employees will shift to a Paid Time Off (PTO) system. An employee's accumulation of unused vacation and sick leave benefits will both be converted to PTO and there will be no further accrual of paid vacation or sick leave benefits. For the transitional year beginning in 2014, employees will be allowed to carry over their remaining balances of vacation and/or sick time, up to a maximum of 240 hours. Employees will then accrue PTO based on the below schedule. If the conversion results in an employee receiving a lower total accrual rate, then they shall be grandfathered at their former rate until such time as they reach the next tier of the PTO accrual schedule below. All new hires shall begin on the first tier of the accrual schedule.

**ACCRUAL:** 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).

| County Seniority Required | PTO Pay Period Accrual | Annual Maximum Accrual |
|---|---|---|
| Start through fourth years | 5.55 6.15 hours | 160 hours |
| Fifth through ninth years | 8.38 hours | 218 hours |
| Tenth though fourteenth years | 9.54 hours | 248 hours |
| Fifteenth and subsequent years | 10.17 hours | 264 hours |

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.

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

**PAY RATE:** PTO will be paid at the applicable regular hourly rate of pay, exclusive of all premiums, which the Employee is earning at the time of commencing the paid time off.

**Section 16.1 Scheduling.** Any request to use PTO must be made 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 Managing Director or Human Resources, 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, Managing Director, or Designee 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.

Requests to use non-emergency PTO submitted prior to April 1st of each year shall be granted to the most senior employee(s), provided the remaining employees have the necessary skills and abilities to perform the work needed. For employees that do not make their PTO wishes known prior to April 1st of each year, preference shall be given in order of receipt by the Supervisor.

**Section 16.2 PTO Accumulation.** At the beginning of each year, an employee's unused PTO benefits up to a maximum of 240 hours may be carried forward into the following year. With written approval by the Managing Director to the Human Resources Department, actual accrued hours beyond the maximum 240 may be carried forward if scheduled to be used within 90 days.

**Section 16.3 Termination of Employment.** There shall be no payment for unused PTO benefits upon an Employee's termination during the probationary period or for disciplinary reasons or for voluntary termination without two (2) weeks written notice. In other terminations, Employees will be paid for earned but unused PTO benefits on the pay period following the date of termination, subject to the maximum pay-out limitation of 240 hours.

## ARTICLE 17 - 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 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 hire 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.

For 2013, the Employer will pay 85% 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. Beginning in the first full pay period of 2014, the Employer will pay 80% of the applicable coverage for the County's designated standard plan.

Part-time employees may elect insurance at their own cost through payroll deduction. 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, periodontal services, dentures and bridges

$1000.00 maximum benefit per family member per year.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection. Part-time Employees may elect dental insurance, but will be responsible for the full cost of the premium.

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 an optical benefit plan sponsored by the County. The Employer will continue to provide and pay the premiums and other costs of providing Single, Two-person or Family insurance coverage in place at the ratification of this agreement or a comparable plan. Part-time Employees may elect optical insurance, but will be responsible for the full cost of the premium.

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 one (1) times the Employee's annual salary rounded down to the nearest thousand, but in no case more than fifty thousand dollars ($50,000).

Double indemnity for accidental death and dismemberment.

At the age of 65, the benefit shall be reduced according to a schedule provided by the insurance carrier. All information such as salary and age is based on Employee information as of November 1st of the preceding year.

Full-time Employee may opt to elect a lesser insurance benefit and receive a credit as determined by the Employer. Part-time Employees are not eligible for coverage under this plan and are not eligible to receive an amount for opting out of the insurance.

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. If during the period of recovery from a disability the attending physician determines that an Employee may return to work on a part-time, but not full-time basis, the normal indemnity may be pro-rated by Human Resources for those hours actually worked. 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.

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) 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.

(g) 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, in the amount of one-hundred dollars ($100.00), 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.

## ARTICLE 18 - 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.

**Calhoun County Defined Benefit Pension Plan**

Bargaining unit employees shall, as a condition of employment, participate in the Calhoun County Defined Benefit Pension Plan. The Employer's contributions to the Calhoun County Defined Benefit Pension Plan, shall be determined on an annual actuarially determined basis. Each participating employee shall contribute 3% of their compensation (as defined under the Plan).

Normal retirement benefits shall be equal to 2.25% of final average compensation, multiplied by years of credited service (including any additional credited service purchased by the participant) up to a 80% maximum (V-6, FAC-3). 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 Plan.

**Calhoun County 401(k) Savings Plan**

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.

**457 Deferred Compensation Plan.** All eligible Employees may also voluntarily participate in the 457 Deferred Compensation Plan.

## ARTICLE 19 - COMPENSATION

**Section 19.0 Wages.** During the term of this Agreement, job classifications and wages shall be as set forth in Appendix A.

Effective the first full pay period in 2013 after ratification of this Agreement, add a 1.5% across the board increase to the wage schedule in effect at the time of ratification.

Effective January 1, 2014, add a 1.5% across the board increase to the wages in effect for 2013.

Effective November 1, 2014, add a 1.5% across the board increase to the wages in effect for 2014.

**Section 19.1 Overtime Pay.**

(a) All overtime must be authorized by the Supervisor. Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any one day when eight (8) hour shifts are in effect and ten (10) hours when ten (10) hour shifts are in effect in any one day or forty (40) hours in any 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) Hourly non-exempt employees shall be paid 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. The Employer reserves the right to substitute another day off with pay within the same work week in which the holiday occurs in lieu of paying the premium provided for by this subsection.

**Section 19.2 Compensatory Time.** Hourly non-exempt employees 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 eighty (80) hours. Upon termination of employment, payment will be made for any unused compensatory time at the rate it was earned.

**Section 19.3 Call-in Pay.** Employees who are called in to perform work at a time other than that for which they had previously been scheduled, shall be paid time and one-half (1-1/2) their regular hourly rate of pay for the amount of time necessary to perform the assignment for which they were called in; and should they work less than four (4) hours, the balance of the four (4) hours shall be paid at the regular rate. Employees called-in under this provision can be assigned additional tasks until no longer needed without calling in additional personnel. This provision shall not apply to employees who were called-in to start work prior to their regular starting time, or who may be retained after their regular quitting time. This provision shall not be applied discriminatorily.

**Section 19.4 Sunday or Holiday Call-In.** Employees called in on a Sunday or holiday as herein described, shall be paid, in addition to the regular pay for the holiday, at one and one-half (1-1/2) times their regular rate for the time worked; and should they work less than four (4) hours, the balance of the four (4) hours shall be paid at the regular rate.

**Section 19.5 Reporting Pay.** Employees who report for work at the start of their regularly scheduled shift and are sent home because there is no work available, or due to other conditions, shall receive two (2) hours of pay for so reporting, at the rate they would have received on their

own job. If an employee is put to work, the employee shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period, refused to perform the same. An employee who under this provision would only receive four (4) hours of pay may elect to utilize accumulated paid time off leave in order to maintain a full day's pay.

**Section 19.6 Incentives.**

Mechanics: Mechanics who elect to become state certified in areas of Master Auto and Heavy Duty Truck Repair, except painting and refinishing, will be paid ten cents ($.10) per hour for each hour worked for each certification they achieve and maintain as a clock card add-on so long as they are classified a mechanic and perform mechanics work.

**Section 19.7 Mechanic's Uniform Allowance.** For those employees who permanently occupy the mechanics classification, the Employer shall pay seven dollars ($7.00) for each week worked in the classification.. The total weekly allowances shall be paid to the Employee on a monthly basis.

**Section 19.8 Ruined Clothes.** If the employee's normal work clothes are ruined at work due to defective equipment, the Employer will reimburse the employee a fair amount for damage to clothes. The Employer agrees to reimburse regular full-time employees for any medically prescribed personal property, which they are required to use in the course of their employment, that is damaged or destroyed while performing work for the Employer, upon presentation of the medical prescription and cost of the original item paid by the employee, with a maximum of $250.00 per employee per calendar year.

**Section 19.9 Bridge Construction Crews.** Employees who are assigned to the Bridge Construction Crew shall receive thirty-five cents ($.35) per hour in addition to their regular straight time hourly rate while constructing a bridge.

**Section 19.10 Group and Crew Leaders.** Group Leaders and Crew Leaders shall receive one dollar ($1.00) per hour in addition to their regular straight time hourly rate while serving in either of those capacities.

**Section 19.11 Night Shift Premium.** Employees assigned to regularly work the night shift shall be paid a shift premium of twenty-five cents ($.25) per hour.

**Section 19.12 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 19.13 Direct Deposit.** Employees may choose to be paid by direct deposit.

**Section 19.14 Advance Within Pay Grades.** 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 19.6. 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.

**Section 19.15 Hiring Above the Minimum.** Nothing contained in this Agreement shall in any way limit the Managing Director from hiring persons up to the second (2nd) year Step, provided this becomes necessary in the recruitment of personnel. For hiring above the second (2nd) year Step, the additional approval of the County Administrator/Controller is required, as well as advanced notification to the Union.

## ARTICLE 20 - SAFETY

**Section 20.0 Safety Committee.** The Safety Committee shall consist of members from Teamsters Local 214, UAW Local 1294, and/or someone so designated by the Managing Director who will meet from time-to-time as needed and at least annually as a whole Committee. The Committee shall study and make recommendations as to matters of safety. Either party may present the other party with a bona fide agenda of safety matters. The receiving party shall investigate within one (1) week and a meeting of the Safety Committee shall be held within one (1) additional week. This procedure shall be limited to one time per month. Emergency or life threatening safety matters shall be discussed by the Committee within one (1) work day following a request.

**Section 20.1 Safety Equipment.** The Employer agrees that if employees are required to wear any kind of protective equipment (i.e., boots, raincoats, eye protection, safety vests & gloves) as a condition of employment, such equipment shall be furnished by the Employer at no charge to the employee. Replacement of the above equipment will be at the Employer's expense if the employee exercised reasonable care in the use thereof, and upon returning the equipment for replacement. Any employee detected not utilizing proper safety equipment or violating a safety rule or good safety practice, will, pursuant to the provisions of the Michigan Occupational Safety and Health Act (MIOSHA), be subject to disciplinary action.

**Section 20.2 Safe Vehicles.** The Employer shall not require employees to operate vehicle(s) on the streets or highways that are not considered to be in safe operating condition and/or not equipped with the safety appliances prescribed by law. This determination shall be made by the Certified Mechanic, who shall deem the vehicle(s) as safe or unsafe.

**Section 20.3 Safe Working Conditions**. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to personal property which is in violation of an applicable statute, court order, or government regulation relating to the safety or persons or equipment.

**Section 20.4 Accident Reports**. Employees involved in any accident shall immediately report said accident and any physical injuries, vehicle or property damage sustained. Employees involved in an accident, before starting their next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall furnish on said report all available names and addresses of witnesses pertaining to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action.

**Section 20.5 Equipment Reports.** Employees shall immediately, report all serious defects of equipment. Other defects shall be reported immediately, or if warranted, no later than the end of the employee's shift. Such reports shall be made on a suitable form furnished by Management.

**Section 20.6 Purchasing Vehicle Equipment.** The Employer shall determine all vehicle specifications and equipment after consulting with the maintenance crew and the primary operators that will utilize that equipment.

## ARTICLE 21 - MISCELLANEOUS

**Section 21.0 License Requirements.**

(a) The Union and Management agree to comply with all State/Federal regulations regarding the driving, operating, and license requirements of motor vehicles. Testing required by State/Federal authorities will be done on the employee's own time. All random and/or reasonable suspicion testing for illegal drugs, alcohol, or controlled substances shall be done on the Employer's time.

(b) As a condition of continued employment, all employees shall be required to obtain and maintain a commercial driver's license (Group B - CDL) together with required endorsements. Group B - CDL renewal licenses shall be at the employee's expense.

(c) The Employer agrees to reimburse for the cost of an employee obtaining a Group A – CDL license.

(d) Drivers who accumulate six (6) or more points must attend state approved driving classes at their own expense and on their own time.

(e) Every employee shall immediately notify the Managing Director or designee, in writing of the suspension or revocation of their driver's license. Any employee with a CDL must notify the Managing Director or designee of every conviction or a traffic violation (except parking) within thirty (30) calendar days of said conviction. Failure on the part of the employee to notify the Managing Director or designee of said traffic violation conviction shall be justifiable grounds for termination. Employees who have their CDL license suspended or revoked shall be suspended immediately without pay. If an employee's CDL license is restored without restrictions within 30 calendar days of the date of suspension or revocation the employee will be reinstated, without back pay, to his/her prior position. If the employee's CDL license is not restored within said 30 calendar days, his/her employment will be terminated. Employees who have their CDL suspended for medical reasons, shall have the right to request a disability accommodation. The Employer shall pay for the physical examination required to maintain or obtain a CDL license no more than one examination per calendar year. The exam must take place during off work hours within thirty (30) days prior to the expiration of the employee's current CDL license.

**Section 21.1 Physical Exams.** Physical examinations shall be required of all employees of the Road Department, such examinations to be made by a physician chosen by the Employer. All present and future employees shall, except seasonal employees, receive regular physical examinations at such intervals as shall be fixed by the Employer and when requested by the Employer prior to the return from absences due to illness or injury, such periodic examinations to be made by a physician chosen by the Employer. Employees required to report for physical examinations shall be paid at the usual scale for the time required. Management shall have the right to require employees to take leave of absence without pay or benefits who are determined to be physically unfit and for whom there is no job available with reasonable accommodations. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee may obtain a physical examination from a medical doctor of the employee's choice and expense. Should there be a conflict in the findings of the two doctors, then a third medical doctor, mutually satisfactory to the Employer and the Union, shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally between the Employer and the Union and that doctor's findings shall be binding on the employee, Employer, and the Union. Employees may elect to use all of their accrued paid time off before filing for S & A benefits. Employees will be returned to work as soon as possible to a job they can perform, with reasonable accommodation, with the approval of medical authorities.

The Employer, at its cost, shall have the right to cause an employee to be examined and/or tested for the presence of alcohol, illegal drugs and/or controlled substance in the employee's system when management has reasonable suspicion to believe an employee is using such or as required by State and Federal regulations. If the employee refuses, the employee is subject to termination.

**Section 21.2 New Equipment.** If, during the life of this Agreement, new types of equipment which requires special skills and training are put into regular use, a Special Conference will be arranged to discuss the matter. .

**Section 21.3 Clean-up/Wash-up**. Personal clean-up and wash-up by the employees prior to the end of the regular shift shall not exceed fifteen (15) minutes. If the employee comes in earlier, he must perform other duties such as paperwork, gas vehicle, clean and service vehicle, clean vehicle stall and other areas of garage, help other employees with similar duties, or do other work, which may be assigned.

**Section 21.4 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 21.5 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 21.6 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 21.7 Closing of County Building.** The determination of whether or not to close a County Building or to curtail services as a result of an emergency shall be made by the Chair of the Board of Commissioners or a designated representative. Employees that are not required to report to work due to the closure shall be compensated for their scheduled lost hours.

**Section 21.8 Gender.** The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

**Section 21.9 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 21.10 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 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 21.12 Bulletin Boards.** The Employer will permit employees to post notices concerning Union business and activities on a Union bulletin board. Such notices will contain nothing of a political or defamatory nature.

**Section 21.13 Drug and Alcohol Policy.** All Calhoun County Road Department premises, including work sites and all Road Department vehicles, are to be drug and alcohol free. Where the Employer has reasonable suspicion that an employee is in violation of this policy, the Employer may require the employee to submit to an alcohol and/or drug test, or require the employee to allow the search of personal property located on or in Road Department property or work sites. Employee refusal to submit to alcohol and/or drug testing or search of said property shall result in termination of employment.

Employees found to be in violation of this policy will be subject to disciplinary action up to and including discharge and/or other remedial measures as the individual circumstances warrant. The Employer reserves the right to offer an employee who has been determined to have violated this policy participation in an approved rehabilitation or drug abuse assistance program as an

alternative to discipline without creating a precedent. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment. An employee may request representation during any interview which may reasonably lead to EAP referral or discipline based on violation of this policy.

**Section 21.14 Light Duty.** Light duty may be created and assigned at the Employer's discretion in order to return employees to work who have temporary limitations or restrictions following a medical or worker's compensation leave. Such work shall be paid at an employee's regular rate and shall not be subject to bumping or bidding.

## ARTICLE 22 - 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.

**CALHOUN COUNTY**

**and the**

**TEAMSTERS**

## LETTER OF UNDERSTANDING

It is the mutual desire of both parties to ensure that the Road Department becomes financially viable and sustainable into the future. The current pension and retirement system will be analyzed going forward and changes may be necessary, including proposals from both parties. No later than October 31, 2014, the parties shall meet to discuss the information gathered. Thereafter and for the duration of the 2013-2015 collective bargaining agreement, either party can request to re-open the Agreement for the purposes of negotiating amendments and/or changes to the pension and retirement programs currently being offered under the Agreement. However, the parties agree that the employee contribution of 3% will not be increased for the duration of this contract for employees hired prior to the date of this LOU.

FOR CALHOUN COUNTY
BOARD OF COMMISSIONERS

Art Kale,
Chairman Board of Commissioners

Kelli Scott,
Administrator/Controller

Kim Archambault,
HR and Labor Relations Director

FOR TEAMSTERS

Mark Gaffney

Matthew Hall

**CALHOUN COUNTY**

**and the**

**TEAMSTERS**

**LETTER OF UNDERSTANDING**

Due to the transitional issues that currently exist with the Road Commission becoming a Calhoun County Department on November 1, 2012, the parties have agreed that retiree health care will now be covered by the Calhoun County Board of Commissioners Policy #361 (Retirement). As such, Policy #361 shall apply to all newly hired employees of the Road Department as of January 1, 2013.

The parties have agreed that for employee's hired prior to January 1, 2013 who retire prior to October 31, 2015 shall be covered under the former Road Commission policy #27 as it existed in 2012, with a 10% employee cost-share. Employees who retire under the pension plan during this time-frame are also eligible for retiree health insurance.

The parties have also agreed that any employee hired prior to January 1, 2013 that retires between October 31, 2015 through October 31, 2020 will be covered under the former Road Commission policy #27, however, the employee will be subject to any changes or amendments made by the Board of Commissioners during that time-frame. This shall include and not be limited to increasing to the employee cost-sharing to 20%. Employees who retire under the pension plan during this time-frame are also eligible for retiree health insurance.

After 2020, the Board of Commissioners Policy #361 shall apply to all retiring employees thereafter. It is understood by the parties that the Board of Commissioners may, in its complete discretion, amend or terminate any provision of Calhoun County Board Policy #361 or the former Road Commission Policy #27 at any time, excluding the benefits stated herein.

FOR CALHOUN COUNTY
BOARD OF COMMISSIONERS

Art Kale,
Chairman, Board of Commissioners

Kelli Scott,
Administrator/Controller

Kim Archambault
HR and Labor Relations Director

FOR TEAMSTERS

Mark Gaffney

Matthew Hall

## ARTICLE 23 – DURATION

**Section 23.0 Termination of Agreement.** This Agreement shall be effective on August 18, 2013 and shall remain in force until 11:59 p.m., October 31, 2015, 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 Administrator/Controller of Calhoun County. 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

Kim Archambault,
HR and Labor Relations Director

FOR TEAMSTERS

Mark Gaffney

Matthew Hall

## APPENDIX B

For the remainder of 2013, the following two articles (XIV-Vacations and IX-Sick Time) will continued to be honored from the 2010-12 contract.

## ARTICLE XIV - VACATIONS

Section 1: Eligibility. All regular full-time employees who have completed one (1) or more years of continuous service with the Commission shall be eligible for vacation with pay as of their anniversary date of employment in accordance with the following schedule:

| Completed Years of Service | Hours of Paid Vacation |
|---|---|
| 1 | 40 |
| 2 | 80 |
| 3 | 96 |
| 7 | 120 |
| 10 | 144 |
| 15 | 160 |
| 18 | 176 |

Section 2: Pay. A week of vacation pay as provided for in Section 1 above shall equal forty (40) hours of pay at the employee's regular hourly rate as of the employee's anniversary date. One (1) day of vacation pay shall equal eight (8) hours of pay at the employee's regular hourly rate as of the employee's anniversary date. Employees may elect to be paid for up to forty (40) hours of vacation in lieu of taking time off on an annual basis per their written request.

Section 3: Accumulation. No employee shall be allowed to accumulate vacation time from year to year until the employee has completed two (2) years of service, after which the employee will be allowed to carry ten (10) days vacation over to the following year, if the employee so desires.

Section 4: Use. An eligible employee may take vacation at any time during the year in which the employee is eligible for vacation. The Supervisor will determine the number of people who can be spared for vacation purposes at the same time. When an employee requires a different time for vacation the request shall receive consideration.

Section 5: Scheduling. If employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their request for vacation time off prior to April 1st of the year, preference shall be given to the employee with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1st of any year, preference shall be given in order of receipt by the Supervisor of the written request for vacation time off.

Section 6: Limitation. Employees will not be paid for vacation time while they are drawing sick leave benefits. Employees will be required to use accrued sick leave and vacation pay as part of

the FMLA time off. A vacation day may be authorized by the employee's Supervisor provided, it is so arranged prior to 3:15 p.m. at least the day before the day off is desired.

Section 7: Termination. Employees who are otherwise eligible for vacation with pay, that retire, die, quit or are discharged on or after the anniversary date upon which they qualified for such vacation with pay without having received the same, such employees will receive, along with their final paycheck, the vacation pay for which they qualified as of such anniversary date. Employees who quit prior to their anniversary date upon which they would have qualified for vacation with pay, will not be entitled to any portion of the vacation pay for which they would have qualified on such anniversary date. However, employees who are discharged or retire under the pension plan or die prior to such anniversary date, they, or in the latter case their designated beneficiary, shall receive a pro-rated share (as of the date of retirement or death) of the vacation pay for which they would have qualified as of the following anniversary date.

## ARTICLE IX - SICK LEAVE

Section 1: Accumulation. Employees who have completed one hundred fifty (150) days of employment shall be credited with sick leave at the rate of 7.34 hours per month of completed service until the end of the calendar year.

A. All employees will be paid 100% of their accumulated unused sick leave at the end of December of each calendar year.

B. Effective January 1 of each calendar year, regular full-time non-probationary employees will be eligible to receive a total of eighty-eight 88 hours of sick leave as stated in Section 1-Accumulation, which the employee may use for personal illness, spouse or for persons for whom the employee is legally responsible to care for, i.e., minor child, as defined in the FMLA. All unused sick leave for that year will be paid to the employee as provided in paragraph "A" above.

C. The Commission will require medical proof of the necessity for the use of sick leave in the event the Employer suspects that an employee is abusing sick leave. The involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence and that the employee is fit to return to work. At the time of the request, the employer will provide its reason(s) for the request. If an employee is absent for more than three (3) consecutive days, the employee will furnish medical proof of the necessity for such absence upon their return.

Section 2: Qualification. In order to qualify for sick leave payments employees must report to their Supervisor not later than one-half (½) hour prior to their normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition thereto, employees must notify their Supervisor or their designated representative not later than one-half (½) hour prior to the start of the shift the day of their intended date of return. Sick leave, like vacation, may be taken in one (1) hour increments with prior approval of Management. However, in both situations the employee must fill out a time-off request form

whenever they are not starting on time at the start of their shift, even if approved for the one (1) hour sick or vacation leave.

A. When an employee's absence from work is necessitated because of illness or injury arising out of or in the course of employment by the Commission and which is compensable under the Michigan Worker's Compensation Act, the employee shall be entitled to utilize unused paid sick leave credits to make up the difference between the amount of daily benefits to which the employee is entitled under such Act and the amount of daily pay the employee would have received for the days on which such necessary absence occurred.