

AGREEMENT

between

CALHOUN COUNTY
BOARD OF COMMISSIONERS

and the

UNITED AUTO WORKERS

January 1, 2013 through December 31, 2015

UAW Agreement

TABLE OF CONTENTS

RECOGNITION	1
Section 1.0 Collective Bargaining Unit.	1
Section 1.1 Definitions.....	1
Section 1.2 Non-Discrimination.	1
UNIT CLASSIFICATION.....	2
Section 2.0 Unit Classification.....	2
REPRESENTATION.....	2
Section 3.0 Collective Bargaining Committee.....	2
Section 3.1 Union Stewards.	2
Section 3.2 Access to County Facilities.	3
UNION SECURITY	3
Section 4.0 Union Membership.	3
Section 4.1 Checkoff.....	3
RIGHTS OF THE EMPLOYER.....	4
Section 5.0 Rights of the Employer.	4
Section 5.1 Policy and Procedures.....	5
Section 5.2 Work by Non-bargaining Unit Employees.	5
DISCIPLINE.....	6
Section 6.0 Just Cause.....	6
GRIEVANCE PROCEDURE.....	6
Section 7.0 Definition of Grievance.	6
Section 7.1 Grievance Procedures.	6
Section 7.2 Expedited Disciplinary Grievances.....	7
Section 7.3 Grievance Resolution.....	7
Section 7.4 Grievance Settlement.	7
Section 7.5 Time Limitations.....	7
Section 7.6 Time Computation.	8
Section 7.7 Lost Time.	8
ARBITRATION	8
Section 8.0 Arbitration Request.....	8
Section 8.1 Selection of Arbitrator.	8
Section 8.2 Arbitrator's Powers.	8
SPECIAL CONFERENCES.....	9
Section 9.0 Special Conferences.....	9
WORK STOPPAGES.....	9
Section 10.0 No Strike Pledge.	9
Section 10.1 Penalty.....	9
Section 10.2 No Lockout.	9
SENIORITY	9
Section 11.0 Definition of Seniority.	9
Section 11.1 Probationary Period.	10
Section 11.2 Loss of Seniority.	10
Section 11.3 Seniority List.....	11

Section 11.4	Job Bidding.....	11
LAYOFF AND RECALL.....		12
Section 12.0	Layoff Procedures.....	12
Section 12.1	Notification of Layoff.....	13
Section 12.2	Recall.....	13
Section 12.3	Notification of Recall.....	13
Section 12.4	Voluntary Layoff.....	13
HOURS OF WORK.....		14
Section 13.0	Normal Workweek and Workday.....	14
Section 13.1	Workweek and Workday Definitions.....	14
Section 13.2	Scheduling.....	14
Section 13.3	Overtime.....	14
Section 13.4	Lunch Period.....	14
Section 13.5	Length of work Day/Work Week.....	14
Section 13.6	Flex Time.....	14
LEAVES OF ABSENCE.....		14
Section 14.0	Procedure for Requesting Leaves.....	14
Section 14.1	Purpose of Leaves.....	15
Section 14.2	Early Returns from Leave.....	15
Section 14.3	Military Leave.....	15
Section 14.4	Bereavement Leave of Absence.....	15
Section 14.5	Family Medical Leave.....	16
Section 14.6	Jury Duty.....	16
Section 14.7	Medical Certificates and Examinations.....	16
Section 14.8	Personal Leave.....	16
Section 14.9	Union Leave.....	16
HOLIDAYS.....		17
Section 15.0	Holiday Eligibility.....	17
Section 15.1	Recognized Holidays.....	17
Section 15.2	Holiday Celebration.....	18
PAID TIME OFF.....		18
Section 16.0	Paid Time Off.....	18
Section 16.1	Scheduling.....	19
Section 16.2	PTO Accumulation.....	19
Section 16.3	Termination of Employment.....	19
INSURANCE.....		19
Section 17.0	Group Insurance.....	19
Section 17.1	Payment in Lieu of Health Insurance.....	23
Section 17.2	Flexible Benefit Plan.....	23
Section 17.3	Flexible Spending Accounts.....	23
RETIREMENT.....		23
Section 18.0	Calhoun County Retirement Plans.....	23
COMPENSATION.....		24
Section 19.0	Wages.....	24
Section 19.1	Overtime Pay.....	25
Section 19.2	Compensatory Time.....	25
Section 19.3	No Duplication or Pyramiding of Premium Rates.....	265

Section 19.4	Direct Deposit.	25
Section 19.5	Advance Within Pay Grades.	25
Section 19.6	Hiring Above Minumum.	25
Section 19.7	Temporary Assignment.	26
MISCELLANEOUS	26
Section 20.0	Access to Personnel Records.	26
Section 20.1	Address Changes.	26
Section 20.2	Amendment of Agreement.	26
Section 20.3	Captions.	26
Section 20.4	Closing of County Building.	26
Section 20.5	Gender.	27
Section 20.6	New Classifications.	27
Section 20.7	Payment at Death of an Employee.	27
Section 20.8	Personnel Policies.	27
Section 20.9	Separability.	27
Section 20.10	Bulletin Boards	27
Section 20.11	Drug and Alcohol Policy	27
Section 20.12	Safety Committee.	28
SCOPE OF AGREEMENT	28
Section 21.0	Waiver.	28
DURATION	29
Section 22.0	Termination of Agreement.	29
APPENDIX A - Unit Classification & Compensation	30

UAW AGREEMENT

THIS AGREEMENT, entered into this 9th day of January, 2013, between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 1294 hereinafter referred to as the "Union."

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.

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.

UNIT CLASSIFICATION

Section 2.0 Unit Classification. Due to the unique make-up of the positions covered under this Agreement, Unit Classifications have been established. The positions designated for each Unit Classification are provided in Appendix A and are summarized as follows:

- (1) Unit #1: Shall consist of Supervisory employees that are classified as salaried, exempt. This means that based on duties performed and manner of compensation, they are exempt from the Fair Labor Standards Act minimum wage and overtime/comp-time provisions. Exempt Employees shall be paid an established annual salary and are expected to fulfill the duties of their positions regardless of hours worked.
- (2) Unit #2: Shall consist of Non-Supervisory employees that are classified as hourly, non-Exempt. As defined by the Fair Labor Standards Act, the employees in this Unit Classification are required to be paid at least the federal and applicable state minimum wage for all hours worked. Non-exempt Employees are required to account for all time worked on an hourly basis and will receive overtime pay or compensatory time per applicable law.

REPRESENTATION

Section 3.0 Collective Bargaining Committee. The Employer agrees to recognize not more than two (2) 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 3.1 Union Stewards.

- (a) The Employer hereby agrees to recognize two (2) Stewards, with one of the stewards being the Unit Chairperson. 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 3.2 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.

UNION SECURITY

Section 4.0 Union Membership. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. However, as a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Section 1.0 shall, thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after their date of hire, whichever is later, either become members of the union and pay to the Union periodic monthly dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee (fair share fee) equal to the pro rata share of the costs of negotiating and administering this Agreement, which shall not exceed the Union's periodic monthly costs. Service fees shall not include initiation fees or special assessments of any kind. The Employer shall not be obligated to enforce this provision in any way which would violate an employee's statutory or constitutional rights. The Union recognizes that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit set forth in the Agreement without regard to whether or not the employee is a member of the Union, or is paying a service fee.

Section 4.1 Checkoff.

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a representation service fee from the pay of each employee who executes and files with the Employer proper checkoff authorization in a mutually agreeable form which shall be used exclusively and shall be supplied by the Union.
- (b) A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation or representation service fees are to be deducted hereunder shall be delivered to the Employer before any payroll

- deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- (c) Deduction for any calendar month shall be made from the first (1st) full pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or fees. In the event an employee's net earnings are insufficient, such deductions, together with that deduction for the current month, shall be made from the first full pay period of the next following month in which earnings are sufficient. Deductions for any calendar month shall be remitted to the designated representative of the Union not later than the first (1st) day of the following month.
 - (d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
 - (e) The Union shall notify the Employer in writing of the proper amounts of deductions and any subsequent changes in such amounts.
 - (f) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.
 - (g) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, liability and costs of defending same (including attorneys fees) arising from or relating to this Article or in compliance therewith by the Employer.

RIGHTS OF THE EMPLOYER

Section 5.0 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, is the exclusive process for affecting terms and conditions of employment and such terms and conditions shall not be addressed under the Special Conference Provision of this Agreement. 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 5.1 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 available for inspection and review by employees 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, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., whichever first occurs, and thereafter considered in accordance with the grievance procedure.

Section 5.2 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.

DISCIPLINE

Section 6.0 Just Cause. The employer agrees that it will not discipline or discharge any non-probationary employee covered by this Agreement without just cause. Employees shall receive copies of all written disciplinary action in a timely manner. A copy shall also be sent to the Human Resource Department which shall, in turn, send a copy to the Chief Steward of the Union. Failure to forward copies of disciplinary actions shall not nullify the discipline.

GRIEVANCE PROCEDURE

Section 7.0 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 7.1 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 five (5) working days from date of receipt of the last reply, or within ten (10) working days following the Step 1 discussion, whichever is earlier. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Union Steward for the work location involved, and the affected employee(s), if available. There shall be a meeting with the Union Steward, the grievant and the 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 five (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 five (5) 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 7.2 Expedited Disciplinary Grievances. Any non-probationary employee discharged or given a disciplinary suspension shall be notified in writing immediately by the Employer, a copy of which written notice shall be given to the Chief Steward. Should an employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a written grievance shall be filed initially with the County Administrator or his/her designated representative at Step 3 of the Grievance Procedure, within five (5) calendar days after the employee receives written notice of the disciplinary action. The written grievance shall name the employee involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Union Steward for the work location involved and the disciplined employee. The parties shall meet at the earliest possible date which is mutually convenient in an attempt to resolve the matter. If desired by either party, the disciplined employee shall be present.

Section 7.3 Grievance Resolution. All grievances which are satisfactorily resolved at Steps 1, 2 and 3 of the Grievance Procedure, and have economic implications over five hundred dollars (\$500.00), must be approved by the County Administrator or Board of Commissioners before they shall be final. The Chief Steward shall be informed in writing of any grievances being considered by the Employer under the provision of this Section. If the resolution of a grievance is disallowed, he/she may, if desired, seek to arbitrate the matter in accordance with Section 8.0.

Section 7.4 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 binding 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 7.5 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next step in a timely manner, it shall be considered to be withdrawn. If the time limits are not followed by the Employer, the grievance shall automatically go to the next step, but excluding arbitration which must be sought in accordance with the provision of Section 8.0. 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 7.6 Time Computation. In computing days under the grievance procedure, calendar days shall be utilized.

Section 7.7 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.

ARBITRATION

Section 8.0 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 thirty (30) calendar days following receipt of the Employer's disposition in Step 3 of the Grievance Procedures. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the County Administrator/Controller no later than thirty (30) calendar days following the date the Employer's Step 3 answer was due. Further, the Union must request a panel of arbitrators from the Federal Mediation and Conciliation Service no later than two (2) weeks following its notification of interest to seek arbitration. By mutual agreement time limits may be extended by the parties involved in writing, provided the length of the extension period is specific.

Section 8.1 Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party, on a rotating basis with regard to the first name stricken, alternately striking a name for a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator. Each party shall pay fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 8.2 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have power to change any classification, wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a statute or ordinance. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than thirty (30) calendar days prior to the time the grievance was first submitted in writing. Further no claim for back wages under this Agreement shall exceed the amount of straight-time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation including unemployment compensation, except previously held part-time employment or overtime.

SPECIAL CONFERENCES

Section 9.0 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.

WORK STOPPAGES

Section 10.0 No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices, or premises during regularly scheduled working hours, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful and proper performance of their duties, or engage in any acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work.

Section 10.1 Penalty. Any employee who violates the provision of Section 10.0 shall be subject to discipline by the Employer, up to and including discharge.

Section 10.2 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 10.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

SENIORITY

Section 11.0 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 11.1 Probationary Period. Except as otherwise provided, all new employees shall be considered probationary employees for a period of ninety (90) 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) 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.

Section 11.2 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.
- (d) If he fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless an excuse reasonably acceptable to the Employer is presented.

- (e) If he fails to return on the required date following an approved leave of absence, paid time off, or a layoff, including a disciplinary layoff, unless an excuse reasonably acceptable to the Employer is presented.
- (f) If he has been on layoff status for a period of one (1) year or the length of his bargaining unit seniority at the commencement of the layoff, whichever is less.
- (g) If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer.
- (h) If he makes an intentionally false and material statement on his employment application, application for leave of absence, or on any other document presented to the Employer either before or following his employment.
- (i) If he has been on a leave of absence for a period of one (1) year or for a period equal to the length of his bargaining unit seniority at the time such leave commenced, whichever is less.

Section 11.3 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.

Section 11.4 Job Bidding. Before filling a vacancy which occurs in a bargaining unit classification, or filling a new bargaining unit classification, the position shall be subject to bidding by unit members.

- (a) Notices of vacancies occurring in the bargaining unit will be posted for a period of five (5) working days, interested non-probationary employees may make application for the vacancy by submitting a written Request to Bid or Transfer, on a form to be provided by the Road Department, to the Human Resource Department no later than the end of the posting period. Employees will not be considered for a promotional vacancy unless they will be available for work in the vacant position on the date the position is to be filled.
- (b) In filling a posted vacancy the Managing Director or designee:
 - (1) Shall determine that the candidate meets the minimum qualification specified in the established job description.
 - (2) Shall evaluate the relative experience, knowledge and skill of bidding candidates.
 - (3) May review documents in candidates personnel files relating to attendance, discipline, performance evaluations conducted within the previous three (3) years, and job-related test scores.
 - (4) May conduct oral interviews and job-related testing in the screening process. Whenever oral interviews are to be utilized, prior notice shall be furnished in

writing, or the posting itself may indicate that oral interviews will be required as part of the selection process. If a resume and/or a new employment application is required, notice shall be given in a like manner.

- (c) Where the above general qualifications are equal, employees with the greatest bargaining unit seniority shall be entitled to the position if it is awarded to a bargaining unit member.
- (d) No employee will be permitted to seek another position through this procedure if he has been awarded another position within the preceding six (6) months as a result of an earlier award under this procedure.
- (e) The Managing Director may fill a vacancy from outside the bargaining unit whenever:
 - (a) There are no bargaining unit employees who have submitted applications for the position, or
 - (b) It is determined, after thoroughly reviewing the qualifications of unit members who bid for the position, and conducting interviews, that a better qualified candidate is available from outside the unit whose better qualification can be documented and verified.
 - (c) A bargaining unit employee who is awarded a bid under this procedure shall be granted a trial period of up to thirty (30) calendar days to determine his desire to remain on the job and/or his ability to perform the job satisfactorily. During the trial period, the employee shall have the opportunity to revert back to his former position if he desires. If the employee is unsatisfactory in the new position, he may be returned to his former position by the employer, or to a position on the same shift equal rated to his former position without loss of seniority, and other employees who are affected by such action may also be returned to their former positions.

LAYOFF AND RECALL

Section 12.0 Layoff Procedures. The Employer may lay off employees wherever it deems such action to be necessary. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- (a) Layoffs shall occur by bargaining unit seniority in the Unit Classification affected by the layoff. The first (1st) employees to be laid off in the affected Unit Classification shall be probationary 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 Unit Classification shall be reassigned by the Employer to displace another employee in the same Unit Classification, provided the displacing employee presently has the necessary

training, experience, qualifications, skill and ability to perform the work, and has greater bargaining unit 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 Unit 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 layoff from the Unit Classification, provided, however, the employee returning to work must not have lost his recall rights pursuant to Section 11.2.

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.

HOURS OF WORK

Section 13.0 Normal Workweek and Workday. The normal workweek for all full-time employees shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours.

Section 13.1 Workweek and Workday Definitions. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek if operating or economic condition warrant.

Section 13.2 Scheduling. The Employer shall have the right to determine, establish, and modify scheduling and manpower requirement to meet its needs and the public it serves. It is expressly understood that an employee's work schedule may be changed whenever operating conditions warrant such change.

Section 13.3 Overtime. Hourly non-exempt employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the employee's immediate Supervisor or the Managing Director, whichever is appropriate. Exempt employees are expected to work various hours based on operational demand.

Section 13.4 Lunch Period. All employees shall receive a thirty (30) minute unpaid lunch period to be scheduled between 11:00 a.m. and 1:00 p.m. or as determined by the Managing Director or designee.

Section 13.5 Length of Work Day/Work Week. The work day shall be a twenty-four (24) hour period starting at midnight and the work week shall be a seven (7) day period beginning and ending at midnight on Sunday. 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, except for holidays which shall remain at eight (8) hours.

Section 13.6 Flex Time. For hourly non-exempt employees, flex time may be used upon mutual agreement between Employee and Managing Director or designee. Flex-time must be used within a work week and cannot be carried over into the proceeding work week.

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 receive 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.

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. A jury stipend is not paid for current County Employees serving jury duty at the 37th Circuit Court or 10th District Court. In this case, Employees will receive their regular wages. Proof of service and/or documentation of payment for serving on jury duty may be required for reimbursement.

Section 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 than 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.

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 (afternoon only, commencing at noon)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24 or the last workday before Christmas is celebrated pursuant to Sec. 15.2
- Christmas Day
- December 31 or the last workday before New Year's Day is celebrated pursuant to section 15.2 below

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.

PAID TIME OFF

Section 16.0 Paid Time Off. Beginning on the first day of the first pay period following ratification of the Agreement, employees will shift to a Paid Time Off (PTO) system. An employee's accumulation of unused vacation and sick leave benefits will be converted to PTO and there will be no further accrual of paid vacation or sick leave benefits.

HOURLY EMPLOYEES: For the transitional year at the beginning of 2013, employees will be allowed to carry over 120 hours of vacation time that will be converted to PTO.

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).

<u>County Seniority Required</u>	<u>Paid Time Off Per Pay Period</u>
Start through fourth years	5.55 hours
Fifth through ninth years	7.09 hours
Tenth through fourteenth years	8.63 hours
Fifteenth and subsequent years	10.17 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.

EXEMPT (SALARIED) EMPLOYEES: All salaried exempt employees shall receive PTO benefits in accordance with the following schedule that will be fully distributed on or before the 1st pay period of the year. New hires will be provided with a pro-rated amount of PTO.

<u>County Seniority Required</u>	<u>Paid Time Off Annually</u>
Start through fourth years	144 hours
Fifth through ninth years	184 hours

Tenth through fourteenth years
Fifteenth and subsequent years

224 hours
264 hours

Section 16.1 Scheduling. Any request to use PTO must be made to the Managing Director or designee as early as possible, unless an illness, injury or emergency exists which prevents giving the required notice. Illness, injury and emergency use of PTO may, upon reasonable request by the supervisor/Managing Director, 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 and may be denied if the absence of the Employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public.

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

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.

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 hiring or during an open enrollment period, and must execute authorizations to payroll-deduct the required premiums or other charges representing the employee's share of costs. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the Employer, or the first day of the month following enrollment, whichever is later. The Employer shall have no insurance liability whatsoever for any employee who fails to timely sign up or pay required amounts for such coverage.

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

Part-time employees may elect insurance 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, periodontic 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 the optical benefit plan sponsored by the County. The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this Section. 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 other cases, the employee must make arrangements for and bear the full cost of continuation of any desired insurance coverage while not actively working, except as otherwise provided by law. Upon loss of insurance coverage, the Employee may continue insurance coverage per COBRA rules and regulations.

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

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

Section 17.3. Flexible Spending Accounts. The Employer shall sponsor a flexible spending account plan which shall include provisions for medical and child care expenses and may include other options, so as to permit such expenses and group health insurance premiums to be paid on a pre-tax basis in compliance with IRS regulations and limitations.

RETIREMENT

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

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 6% of their compensation (as defined under the Plan).

Normal retirement benefits shall be equal to 2.5% of final average compensation, multiplied by years of credited service (including any additional credited service purchased by the participant) up to a 80% maximum. All benefits shall be defined by and subject to the terms, conditions and limitations set forth in the Plan, as it may be amended from time to time. All forfeitures due to non-vesting shall accrue to the Employer.

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.

COMPENSATION

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

Effective January 1, 2013, add a 1% across the board increase to the wages in effect for 2012.

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

Effective January 1, 2015, add a 1% across the board increase to the wages in effect for 2014.

Section 19.1 Overtime Pay.

- (a) 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 in excess of forty (40) hours in any one (1) work week. For purposes of calculating premium pay under this section only, holiday pay received by eligible employees pursuant to this Agreement shall be considered hours actually worked.

- (b) 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.
- (c) Salaried exempt employees are not eligible to receive Overtime Pay.

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 forty (40) hours. Upon termination of employment, payment will be made for any unused compensatory time. Salaried exempt employees are not eligible to receive Compensatory Time.

Section 19.3 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 19.4 Direct Deposit. All employees are required to be paid by direct deposit.

Section 19.5 Advance Within Pay Grades.

- (a) Each new employee covered by this Agreement shall initially be paid at the "start" rate for the pay grade applicable to his classification, unless a different rate of pay is established pursuant to Section 19.6. 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.
- (b) Employees who are awarded a position pursuant to Section 11.4 which has a higher rated hourly maximum pay rate than the maximum hourly rate for their current classification shall initially be placed in the new pay grade which will result in a projected increase in pay of at least two hundred eight dollars (\$208.00) more during the ensuing twelve (12) months than he would have received without the change in pay grade, except an employee returning to a higher rated position from which he was laid off within the preceding 12 months shall be returned to his prior step. This advancement will result in a new "Next Review Date" meaning that the employee will receive their next step increase one (1) year from the date of the increase replacing the originally planned step increase prior to the position change.

Section 19.6 Hiring Above the Minimum. Nothing contained in this Agreement shall in any way limit the Managing Director from hiring persons at up to and including the second (2nd) year Step, provided this becomes necessary in the recruitment of personnel who possess the

qualification designated and required for the position. For hiring above the second (2nd) year Step, the additional approval of the County Administrator/Controller is required.

Section 19.7 Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade maximum that is higher than the employee's current salary grade, provided such temporary assignment is in excess of thirty (30) calendar days and the employee has been specifically designated by the Managing Director as occupying the temporary assignment. The employee shall be paid at the higher rate as of the beginning date of the temporary assignment. The rate shall be the earliest step in the new range which will provide a projected increase in pay of at least two hundred eight dollars (\$208.00) or more during the ensuing twelve (12) months than the employee would have received without the change in pay grade. A temporary assignment which continues for 180 calendar days will be considered a regular vacancy subject to Job Bidding under Section 11.4, unless otherwise agreed by the Employer and the Union (*e.g.*, if the temporary assignment is to replace an employee who is temporarily absent or the assignment is otherwise expected to end in the near future, etc.).

MISCELLANEOUS

Section 20.0 Access to Personnel Records. The employee shall have the right to inspect his own personnel file at times convenient to the employee and the Employer.

Section 20.1 Address Changes. All employees shall promptly notify their Immediate Supervisor, in writing, of any change in name or address and, in any event, no later than five (5) calendar days after such change had been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 20.2 Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

Section 20.3 Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

Section 20.4 Closing of County Building. When it is deemed by the Employer to be necessary to close County buildings or to curtail certain services as a result of "acts of God", the determination shall be made by the Chairman of the Calhoun County Board of Commissioners or his designated representative. The Employer reserves the sole and exclusive right to determine whether County buildings will be closed or services curtailed and to determine whether the employees affected will be compensated for time lost from work under this Section. If the Employer determines employees will not be compensated for time lost from work under this Section, the affected employees may elect to receive no compensation or to receive compensation for the time lost from work by use of their accrued paid time off. The Employer's

right pursuant to this Section shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement.

Section 20.5 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 20.6 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 20.7 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 20.8 Personnel Policies. The Employer reserves the right to establish, publish, and to change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

Section 20.9 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 20.10 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 20.11 Drug and Alcohol Policy. All Calhoun County Road Department premises, including work sites and all Road Department vehicles, are to be drug free/alcohol free work places. 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.

Where the Employer has reasonable suspicion based upon specific, contemporaneous, articulable evidence that an employee is in violation of the Employer's work place policy, the Employer may require 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.

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 20.12 Safety Committee. The Employer, as part of the present Safety Program, will establish a Safety Committee. Minutes of such Safety Meeting shall be posted on the bulletin boards. Unusual and extremely dangerous hazards and all serious violations of a safety practice will be immediately reported, in writing, to the Managing Director or designee. The Managing Director or designee will have the reported violation or hazard investigated and act accordingly and report to the Safety Committee within a reasonable period of time afterwards.

The Employer expects that Safety Committee members and all other employees report any unsafe matters to their immediate supervisor, in writing, before bringing such matters before the Safety Committee. Any employees detected not utilizing the 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, fine or in flagrant cases, to discharge. The Union agrees to give its total support to the education of its members and enforcement of all safety rules and good safety practices.

SCOPE OF AGREEMENT

Section 21.0 Waiver. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understanding, oral or written, expressed or implied, between such parties and will henceforth govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder, or otherwise. It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, therefore, the Employer and the union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION

Section 22.0 Termination of Agreement. This Agreement shall be effective on January 1, 2013 and shall remain in force until 11:59 p.m., December 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

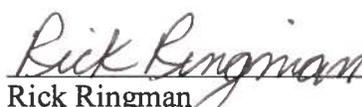


Kelli Scott,
Administrator/Controller

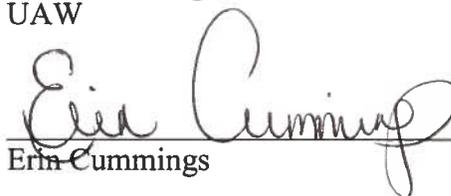


Kim Archambault,
HR and Labor Relations Director

FOR UNITED AUTO WORKERS



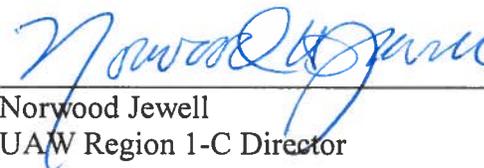
Rick Ringman
UAW



Erin Cummings



Paul Adams



Norwood Jewell
UAW Region 1-C Director

APPENDIX A – UNIT CLASSIFICATION & COMPENSATION

2013	Step 1	Step 2	Step 3	Step 4	Step 5
UNIT #1					
Supervisor	\$49,761.39	\$52,380.41	\$55,137.27	\$58,039.13	\$61,093.93
UNIT #2					
Finance Clerk	\$19.25	\$19.65	\$20.05	\$20.46	\$21.53
Construction Inspector	\$16.40	\$17.27	\$18.18	\$19.13	\$20.14
Payroll Clerk	\$16.40	\$17.27	\$18.18	\$19.13	\$20.14
Receptionist	\$16.40	\$17.27	\$18.18	\$19.13	\$20.14
Permit Agent	\$17.12	\$18.02	\$18.97	\$19.97	\$21.02
Technical Assistant	\$17.12	\$18.02	\$18.97	\$19.97	\$21.02

*****Grandfathered Longevity Payments**

Jill Forshey (Finance Clerk) - \$3,412.29
 Brian Ervin (Construction Inspector) - \$867.12
 Kelly Fuller (Payroll Clerk) - \$1,669.92
 Erin Cummings (Permit Agent) - \$2,807.09

Paul Adams (Supervisor) - \$3,427.56
 Hershel Stacy (Supervisor) - \$6,863.73
 Barry Adams (Technical Assistant) - \$2,370.89

Calhoun County
and the
United Auto Workers ("UAW")

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. The parties have agreed that for the duration of the 2013-2015 collective bargaining agreement, the Employer can 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.

FOR THE EMPLOYER:

Kim Archambault

Date: 1-9-2013

Keith Scott

Date: 1/9/13

FOR THE UNION:

Prof. L. Adams

Date: 1-9-2013

Eric J. Cummins

Date: 1-9-2013

Rick E. Ringman

1-9-2013

**Calhoun County
and the
United Auto Workers ("UAW")**

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 effective January 1, 2013 retiree health care will now be covered by the Calhoun County Board of Commissioners Policy #361 (Retirement). The parties further agree that employees who on their last day of service with the County had achieved 55 years of age and 25 years of service, will be eligible for a discount as provided by Policy #361, with the discount equal to \$10.00 per month multiplied by the number of full years of service completed by the former employee, but not more than the cost of the coverage.

The parties have also agreed that any employee that retires prior to December 31, 2014 will be covered under the former Road Commission policy #27.

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.

FOR THE EMPLOYER:

Kim A. Chaboult

Date: 1-9-2013

Hal B. Frost

Date: 1/9/13

FOR THE UNION:

Paul L. Adams

Date: 1-9-2013

Eric Cummins

Date: 1-9-2013

Rick E. Ringman

1-9-2013