

United Steelworkers

Local 7948-03

July 1, 2008 – June 30, 2011

AGREEMENT

This Agreement, made as of this 1st day of July 2008 by and between PRESQUE ISLE COUNTY, hereinafter referred to as the "Employer" and the INTERNATIONAL UNION, UNITED STEELWORKERS, AFL-CIO-CLC, on behalf of Local 7948-03, hereinafter referred to as the "Union".

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer hereby agrees for the term of this Agreement to recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of Presque Isle County; but excluding all elected officials, Sheriff Department employees, confidential employees, supervisors, temporary employees, irregular employees, casual employees and all other employees.

Section 1.1. Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least thirty (30) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than thirty (30) hours but at least fourteen (14) hours per week on a regular schedule at a job classified by the Employer as permanent, and employees who are working at least fourteen (14) hours per week in a job classified by the Employer as seasonal.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition

granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement, provided however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 2.1. Stewards. The Employer agrees to recognize two (2) Stewards who shall be selected or elected by the Union from employees covered by this Agreement who have seniority, one who will represent employees working in the Courthouse and other county buildings, and the other who shall represent maintenance employees. It shall be the function of the Stewards to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor may release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate Stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate Stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected Steward or members of the Collective Bargaining Committee and such alternate Steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected Steward or members of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The Chairman of the Presque Isle County Board of Commissioners shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, the International Representative of the Union, and any changes therein, immediately upon their selection or election. The

Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.5. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Members of the bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours.

Section 2.6. Union Access. Authorized representative of the Union may visit the Employer's place of business for purposes of administration of this Agreement. The Union agrees that such Union representative shall advise the Presque Isle County Clerk's office of their need to be on the Employer's premises immediately upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

UNION SECURITY

Section 3.0. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, 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.

Section 3.1. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence thirty-one

(31) days after the execution of this Agreement, or the completion of an employee's probationary period, whichever is later. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of Section 3.3. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.2. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 3.1 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Section 3.1. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of the notification from the Employer shall be terminated; provided however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

Section 3.3. Checkoff.

- (a) During the term of this Agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.
- (b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues and initiation fees, owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

- (c) 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 bylaws, refunds to the employee will be made by the Union.
- (d) The Union shall notify the Employer in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.
- (e) 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.
- (f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.4. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, attorney's fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Sections 3.1, 3.2 and/or 3.3.

MANAGEMENT'S RIGHTS

Section 4.0. Management's Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate Presque Isle County in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to establish and change employee work schedules; to eliminate, establish or combine classifications; to determine the number of supervisors; to hire personnel; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different machines or equipment; to employ new or different machines or equipment; to subcontract services; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill and ability of

employees; to determine work loads; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; to determine penalties for violations of work and safety rules and other improper employee actions or inactions; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the Employer without prior bargaining or notice to the Union and the Employer's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. Such rules and regulations shall be available for inspection and review by employees if such rules and regulations concern working conditions. If the Union believes that any rule or regulation concerning working conditions is inconsistent with the terms of this Agreement, a grievance may be filed by the Steward within three (3) days after the establishment of such rule or regulations and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 4.2. Subcontracting. The Employer will not subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Union ten (10) days written notice of the intent to subcontract and without giving the Union an opportunity to bargain about alternatives and the effect on the employees involved. Bargaining to impasse shall not be required to implement subcontracting.

Section 4.3. Rights of Elected Officials. Notwithstanding anything herein contained to the contrary, the rights of elected officials contained in MCLA 48.37, 50.63, 49.31, 49.35 and 53.91, as amended, shall prevail over the requirements of this contract.

GRIEVANCE PROCEDURE

Section 5.0. Definition of a Grievance. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with their immediate supervisor (or designated representative) within three (3) working days from the time of the occurrence of the events giving rise to the grievance or within three (3) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint in

situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, a Steward may be present. The immediate supervisor (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within two (2) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure. (Department Head). If the grievance is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days of the oral answer. The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the employee's Department Head (or designated representative). The Department Head (or designated representative), the employee, and the Steward and/or a non-employee representative of the Union shall meet to discuss the grievance in an effort to settle same. The Department head (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the employee.

Step 3. Written Procedure. (County Board). If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Department Head's decision by delivering to the Employer through the County Clerk's office a written request for a meeting concerning the grievance within five (5) working days following receipt of the Department Head's written disposition of the grievance. A copy of this written request shall be provided to the Department head. Within twenty (20) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and an International Representative of the union. If the meeting cannot be held within the twenty (20) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairman of the Presque Isle County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

Step 4. Mediation. If the grievance is not satisfactorily settled in the Step 3 Written Procedure, the Union may request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the County Clerk's Office of its intent to do so within fifteen (15) working days following receipt of the Employer's Step 3 response. Thereafter, Representatives of the Employer and the Steward and/or a non-employee representative of the Union shall confer with the mediator assigned to assist in resolving the dispute. Within fifteen (15) work days of the conclusion of this conference, the Chairman of the Presque Isle County Board of Commissioners

(or designated representative) shall signify in writing the Employer's final response to the grievance.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the County Clerk's Office within ten (10) working days following the receipt of the County's written disposition in Step 4 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the County Clerk's Office not later than twenty (20) working days following the date the County's written Step 4 disposition was due. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. In the event that a dispute arises concerning whether the Union has invoked arbitration in accordance with this Section, the underlying grievance shall not be submitted to arbitration unless a court determines that the union has fully complied with the requirements of this Section.

Section 5.3. Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to consider any extra-contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee; or to rule on any matter which is or might be alleged as a grievance if proceedings have been instituted involving this matter in any administrative action before a governmental board, agency or entity or in any court. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns these rights which are not otherwise limited by the

expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question, provided that the mitigation required by this section shall be calculated on a weekly basis with no more than forty (40) hours of substitute employment to be used each week.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.8. Pay for Processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

Section 5.9. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.10. Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the Grievance Procedure. A written grievance signed by the

Steward or the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

Section 5.11. Health and Safety Complaints. Complaints by an employee about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure, but such complaints are not arbitrable under the terms of this Agreement.

Section 5.12. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely request for arbitration has been filed prior to the expiration of this Agreement.

Section 5.13. Multi-Forum Waiver. It is the intent of the parties that disputes between the Employer and the Union and the employees it represents should not be subject to resolution in more than one (1) forum. The Union and the employees it represents hereby agree that if proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action including, but not limited to, claims under State of Michigan veterans preference and payment of wages and fringe benefit legislation, before a governmental board, agency or entity, or in any court, then such administrative or judicial proceedings shall be the sole remedy and such matters will no longer be arbitrable under this Agreement. In the event that an employee or the Union elects to arbitrate any dispute with the Employer, then the Union and the employees it represents hereby agrees that arbitration shall be the sole remedy for the dispute and hereby waives any rights that may exist to institute proceedings involving this matter in any administrative action including, but not limited to, claims under State of Michigan veterans preference and payment of wages and fringe benefit legislation, before a governmental board, agency or entity, or in any court.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 6.0. Continued Work Pledge. The union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatsoever. The Union shall not cause, authorize, sanction or condone, nor shall any employee

covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the Employer.

Section 6.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 6.0 shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 6.0. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 6.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 6.0.

Section 6.2. Further Sanctions. If Section 6.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.1, to any other legal remedies the Employer may possess, including injunctive relief.

Section 6.3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 6.0 by notifying the employees it represents, in writing, with a copy to the Employer, that it disavows such actions.

Section 6.4. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the union and the employees it represents to refrain from the conduct prohibited by Section 6.0, 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 7.0. Definition of Seniority. County seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. Regular part-time employees shall accrue prorated seniority based upon the ratio of the number of hours in their regular weekly schedule to thirty (30), multiplied by the number of weeks worked in the particular year. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Departmental seniority shall be defined as the length of an employee's continuous service within a department of the Employer. The following departments are presently in existence:

- a. County Clerk's Office
- b. County Treasurer's Office
- c. Prosecuting Attorney's Office
- d. Register of Deeds Office
- e. Equalization
- f. MSU Extension

- g. Maintenance (Courthouse, Grounds, County Building)
- h. Housing Commission Office
- i. Building and Zoning Office

County seniority, classification seniority, and departmental seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority, classification seniority and departmental seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first one hundred eighty (180) days of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional ninety (90) days with the prior written approval of the Union. Employees who have not completed their probationary period 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. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's date of hire, county seniority date, classification seniority date and departmental seniority date. A copy of the seniority list shall be provided to the union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority, classification seniority, departmental seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.

- (c) If the employee is absent for work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a reason satisfactory to the Employer.
- (d) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer.
- (e) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the Employer.
- (f) If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is greater.
- (g) If the employee is on a disability leave for a period of eighteen (18) consecutive months or on a worker's compensation leave for a period of twenty-four (24) consecutive months.
- (h) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the Employer.
- (i) If the employee is convicted of a felony or a misdemeanor involving moral turpitude.

Section 7.4. Loss of Classification Seniority and Departmental Seniority. An employee who is placed into a new classification or department pursuant to the permanent job transfer provisions of Section 10.0 shall lose all classification seniority and/or departmental seniority in their former classification or department upon successful completion of the new job probationary period set forth in Section 10.1.

Section 7.5. Seniority While on Leave of Absence. The seniority, classification seniority and departmental seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

HOURS OF WORK

Section 8.0. Hours of Work. The work hours for all employees shall be determined by each Department Head. The normal workday, not including lunch periods, for full-time office and clerical employees consists of seven (7) hours and eight (8) hours for all other full-time employees. The normal work schedule includes five (5) days of work, Monday through Friday. This section shall not be construed as a guarantee of any number of hours of work or pay per day or per week since the Employer has the right to

establish the daily or weekly work schedule and reduce them below the normal workday or work week whenever it determines that conditions warrant such changes.

Section 8.1. Work Schedule. The normal work schedule for employees covered by this Agreement shall be from 8:30 a.m. to 4:30 p.m. The Employer may change the normal work schedule whenever it determines that operating conditions warrant such changes.

Section 8.2. Overtime. All employees shall be expected to work overtime upon request. Overtime must be authorized in advance by the Department Head.

Section 8.3. Lunch Periods. Employees will be allowed a one (1) hour lunch period without pay each day. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

Section 8.4. Break Periods. The Employer will endeavor to provide the employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the prompt and efficient service to the Employer and the public.

WAGES AND PREMIUM PAY

Section 9.0. Wages. During the term of this Agreement wages shall be as set forth in Appendix A. The regular straight time rate of employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "Start" rate and shall progress from step to step in the Wage Schedule upon completion of the specified periods of employment in the classification. However, when advancing to a higher paid classification, employees "year" is determined by the closest rate of pay without a decrease. The Employer reserves the right to place employees at advanced steps in the Wage Scale where it views such action as necessary or appropriate.

Section 9.1. Overtime Pay. Employees shall be paid at one and one-half (1 ½) times their regular straight time rate for all hours worked in excess of forty (40) in any work week. For purposes of this Section all hours for which an employee is paid due to vacation, sick leave, and holidays shall be considered hours actually worked for purposes of overtime computation.

Section 9.2. Pyramiding. There shall be no duplication or pyramiding of premium pay.

Section 9.3. Call-In Pay. Any employee ordered to and reporting for work outside of regular working hours without at least eight (8) hours prior notice shall receive:

Weekday Call-In: Minimum 2 hours pay.

Weekend On-Call: \$30 standby pay plus 2 hours minimum pay when called-in.

JOB TRANSFERS

Section 10.0. Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days, but does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. In the event the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position, however, that the preference shall be given first to the equal applicant with the greatest departmental seniority in the department in which the vacancy exists. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants from outside the bargaining unit. An employee awarded a position under this section shall be transferred to the new position as soon as the Employer can make satisfactory provisions for the performance of the work formerly done by the successful applicant.

Section 10.1. New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification and department; provided, however, that the Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification and department at any time during the new job probationary period. An employee will also be returned to their former classification and department during this period upon the employee's request.

Section 10.2. Temporary Transfers. The Employer reserves the right to temporarily transfer employees in order to meet the needs of the County. No temporary transfer shall last for a period of more than six (6) months, without the prior approval of the Union. An employee temporarily transferred for a period of more than five (5) days shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

LAYOFF AND RECALL

Section 11.0. Layoff. When it is determined by the Employer that the work force in a particular department is to be reduced, the Employer shall layoff employees in the following order:

- (a) The first employee or employees to be laid off shall be seasonal and irregular employees (if any) in the particular job classification within the department affected by the layoff.
- (b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification within the department affected by the layoff.
- (c) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification within the department affected by the layoff.
- (d) Further layoffs from the particular job classification within the department affected by the layoff shall be accomplished by inverse order of classification seniority.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not presently have the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

Section 11.1. Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in another job classification under the following conditions:

- (a) The laid off employee has greater seniority than the displaced employee.
- (b) The laid off employee presently has the necessary qualification, skill, ability, and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be indefinitely laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

Section 11.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order

of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 11.3.

Section 11.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

- (a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
- (b) Employees have the obligation to advise the employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
- (c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within seventy-two (72) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

Section 11.4. Displacement Rights of Chief Deputies. The Chief Deputy Clerk, Chief Treasurer and Chief Deputy Register of Deeds serve at the pleasure of their respective elected official. In the event that an elected official determines to revoke the appointment of their chief deputy for a non-disciplinary reason, the chief deputy will be considered to have been laid off and may exercise Section 11.1 displacement rights.

LEAVES OF ABSENCE

Section 12.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 12.1. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the employee's Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the employee's Department Head.

Section 12.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than eighteen (18) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 12.3. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon

written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 12.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. Seniority shall accumulate during a military training or emergency duty leave of absence. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 12.5. Paid Sick Leave. Full-time employees will be covered by a short term disability insurance policy and shall earn and be granted sick leave of absence with pay under the following conditions and qualifications: Employees will take up to twelve (12) days out of their sick bank and the Employer will pay half (1/2) of the remaining sick days accrued at the 2003 year ending rate of pay. Personnel with less than twelve (12) days accumulated sick time will start the contract with whatever time they have accumulated. All personnel shall add to their sick leave time at the rate of one-half (1/2) day per month. At the end of each year, the Employer will pay out to Employee an amount equal to one-half (1/2) of days over twelve (12) accrued at the Employees current rate of pay. Those Employees will begin the following year with twelve (12) days in their sick bank. All Employees with less than twelve (12) days accrued begin the following year with whatever balance they have accrued.

Section 12.6. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after he is excused from jury duty service.

Section 12.7. Funeral Leave. An employee shall be granted up to three (3) consecutive days' leave to attend the funeral in the event that a death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate family" shall mean the employee's spouse, children (including step-children), parents (including step-parents), sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law and brother-in-law. In the event that the funeral of a member of the employee's immediate family shall take place out of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, but the employee will not receive pay during this period of additional funeral leave.

Section 12.8. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

Section 12.9. Union Leave. The Employer shall grant up to a total of ten (10) working days of unpaid leave each calendar year to allow employees selected by the Union or any labor organization with which the union is affiliated to attend meetings or perform duties related to the Union's operation. An employee requiring such a leave shall advise the Employer at least five (5) days in advance, but the employer reserves the right to deny leave in instances when the employee's presence is required to perform essential work.

Section 12.10. Paid Personal Days. Employer will grant Employees four (4) personal days, not to be deducted from their sick leave bank. Whenever possible, Employees requesting personal leave days shall submit such requests in writing to their Department Head at least twenty-four (24) hours in advance of the date requested. The Department Head shall not be arbitrary or capricious in granting or denying personal leave days. Paid personal leave can be taken in one-half (1/2) day increments.

Section 12.11. Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

VACATIONS

Section 13.0. Vacation Leave. All full-time employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

Years of Continuous Service	Time Off
Less than two years	5 days
At least two but less than eight years	10 days
At least eight but less than nine years	15 days
At least nine but less than ten years	16 days
At least ten but less than eleven years	17 days
At least eleven but less than twelve years	18 days
At least twelve but less than thirteen years	19 days
At least thirteen years	20 days
At least twenty-three years	21 days
At least twenty-five years	22 days
At least twenty-six years	23 days

Vacation leave accrues on a calendar year basis and is credited to eligible employees on January 1 of each year, based upon their years of continuous service with the Employer as of January 1 of each year.

Section 13.1. Vacation Eligibility. In order to be eligible for full vacation leave benefits on their anniversary date, an employee must have worked a total of at least 1600 hours during the preceding twelve (12) months. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to 1600. For purposes of this Section, hours worked shall include paid sick leave, paid funeral leave, paid jury duty leave, vacations, paid holidays and all hours actually worked.

Section 13.2. Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years. An employee's length of continuous service shall be computed from the anniversary date and shall only be broken by a loss of seniority.

Section 13.3. Benefits on Termination. Employees who leave the employ of the Employer prior to their anniversary date in any year shall not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of two weeks advance notice is given to the Employer.
- (c) If an employee is laid off and requests payment of vacation pay, provided however that such vacation pay shall be designated to the period of the layoff.

- (d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.
- (e) If an employee of this bargaining unit resigns for the purpose of becoming an elected official within the County of Presque Isle, he/she will forfeit all accrued vacation and sick leave

If an employee of this bargaining unit retires prior to holding an elected office in the County of Presque Isle, then all accrued vacation and sick leave will be subject to the bargaining agreement.

Section 13.4. Vacation Pay. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time the vacation leave is taken.

Section 13.5. Vacation Scheduling. Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date each year upon proper notice as determined by the employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested. Vacation leave will normally only be granted in periods of one week or more, but the employee's Department Head, in his discretion, may allow vacation leave to be taken in periods of one (1) complete day. Employees are required to take their vacation leave during the twelve (12) months following their anniversary date, and all vacation leave not used during that period shall be forfeited.

HOLIDAYS

Section 14.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

- | | |
|------------------------|------------------------|
| New Years Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Good Friday (1/2 day) | December 24 |
| Memorial Day | Christmas Day |
| Independence Day | December 31 |
| Labor Day | |

New Year's Eve shall only be recognized as a holiday when it falls on a Monday, Tuesday, Wednesday, Thursday, or Friday.

Section 14.1. Holiday Eligibility. In order to be eligible for holiday pay, an employee must have completed at least thirty (30) days of employment and satisfy all of the following conditions and qualifications:

- (a) The employee must work all scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the first regularly scheduled day after the holiday, unless otherwise excused by the Employer.
- (b) The employee must be on the active payroll as of the date of the holiday. For purposes of this Section a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, when receiving workers compensation or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and perform all required work shall not receive any holiday pay for such holiday.

Section 14.2. Holiday Celebration. Whenever a recognized holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. Whenever a recognized holiday falls on a Sunday, the following Monday will be recognized as a holiday. In instances where Christmas Eve falls on Friday, the following Monday shall be recognized as the Christmas Day holiday. When Christmas Eve falls on the weekend, the previous Friday will be recognized as Christmas Eve and the following Monday will be recognized as Christmas Day.

Section 14.3. Holiday Pay. Eligible full-time office and clerical employees shall receive seven (7) hours pay for each recognized full day holiday and three and one half (3 ½) hours pay for each recognized half day holiday, and other eligible full-time employees shall receive eight (8) hours pay for each recognized full day holiday and four (4) hours pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay, exclusive of all premiums. Employees required to work on a recognized holiday shall be paid at their regular rate of pay for all hours worked on the holiday, and shall receive holiday pay in addition if otherwise eligible.

Section 14.4. Part Time Holiday. Part-time employees shall be entitled to holiday pay only for those holidays on which they were regularly scheduled to work. Such holiday pay shall be provided for the hours which such employee was scheduled to work on the holiday.

INSURANCE

Section 15.0. Hospitalization Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set

forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees with seniority are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium.

Section 15.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay the monthly premium for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. Presque Isle County agrees to cover all dependent children on its Health Insurance Plan. Presque Isle County agrees to offer its Health Insurance Plan to all retirees with the retiree being responsible for 100% of insurance premium.

Section 15.2. Term Life Insurance. All full-time and regular part-time employees shall be eligible for term life insurance policy coverage in the amount of \$15,000. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

Section 15.3. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers, a special conference will be called to discuss the changes.

Section 15.4. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, commences an unpaid leave of absence or is placed on a disciplinary suspension, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, unpaid leave of absence, or a disciplinary suspension commences. Employees on Employer approved leaves of absence or on a disciplinary suspension may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.

Section 15.5. Blue Cross/Blue Shield Opt-Out Provision. All eligible employees who elected to opt out of the Employer provided Group Medical Insurance shall receive (\$400.00) per month in lieu of coverage for the term of this agreement.

RETIREMENT

Section 16.0. Retirement Plan. During the term of this Agreement, the program of retirement benefits provided for in the Plan B-3 with the FAC-3 rider of the Michigan Municipal Employees Retirement System shall be in effect for full-time and regular part-time employees.

Employees contribute four percent (4.00%) of their gross compensation to the retirement plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

MISCELLANEOUS

Section 17.0. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employee's shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

Section 17.1. Bulletin Board. The Employer will provide reasonable space on present bulletin boards where the Union may post non-political notices of interest to bargaining unit members. Notices of meetings, Union elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board. All notices must be approved by the Employer before being posted, which approval will not be unreasonably withheld.

Section 17.2. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 17.3. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 17.4. Severability Clause. Any part of this Agreement which shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefor, shall be null and void, but only to the extent of the conflict. All other parts shall be in full force and effect for the duration of this Agreement.

Section 17.5. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contain all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

Section 17.6. Personal Use of Automobile. Any employee who is directed by his supervisor to use his personal car for County business in the course of his employment shall be reimbursed for his actual mileage at the rate generally in effect for other employees of the County.

Section 17.7. Discipline. All disciplinary action shall be for just cause subject to the rights of elected officials as provided by statute. Disciplinary action may take the form of oral reprimands, written warnings, suspensions or, in serious or repeated causes, discharge. Whenever an employee is discharged or suspended, the Employer shall immediately orally notify the appropriate Steward. The Employer shall also notify the employee in writing within twenty-four (24) hours, giving the reason for such discharge or suspension.

Section 17.8. Term of Agreement. This Agreement shall be effective upon ratification and remain in full force and effect through June 30, 2011, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar 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 notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment, modification, alteration, negotiation or change or any combination thereof. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

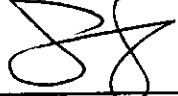
Section 17.9. Mailing of Notification. The written notice referred to in Section 17.8 shall be given by certified mail and, if given by the Employer, shall be addressed to the United Steelworkers, AFL-CIO-CLC, District 2 - Sub-District, 503 N. Euclid Ave., Suite 10, Bay City, MI 48706, and if given by the Union, the notice shall be addressed to Chairman, Presque Isle County Board of Commissioners, Courthouse, Rogers City, Michigan 49779, or at such other addresses as the parties may designate in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.


PRESQUE ISLE COUNTY
Rogers City, Michigan



Allan H. Bruder, Chairman
Presque Isle County Board of Commissioners

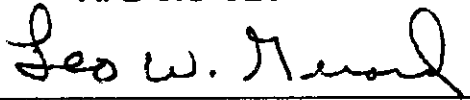


Stephen Lang, Presque Isle County
Board of Commissioners,
Personnel Committee Chairman




Robert Schell, Presque Isle County
Board of Commissioners,
Personnel Committee

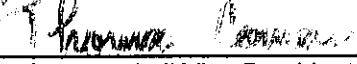
**UNITED STEELWORKERS,
AFL-CIO-CLC**



Leo W. Gerard, Int'l President



James B. English, Int'l Secretary-Treasurer



Thomas Conway, Int'l Vice President (Admin)



Fred Redmond, Int'l Vice President (Human Affairs)




Michael H. Bolton, District 2 Director

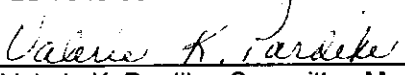


Edward Leary, USW Staff Representative

LOCAL UNION #7948-03



Valerie Sue Peacock, Unit President
LU 7948-03



Valerie K. Pardike, Committee Member
LU 7948-03

APPENDIX A

2008 Classification and Wage Scale

The following hourly wage schedule shall be effective the first full pay period on or after July 1, 2008

Classification	Start	1 Year	3 Years	5 Years	10 Yrs.
CLASS I	11.67	12.52	13.42	13.92	14.17
Chief Deputy					
Legal Secretary					
CLASS II	11.11	11.96	12.86	13.36	13.61
Deputy					
Stenographer					
Head Clerk					
GIS Analyst					
CLASS IV	10.46	11.31	12.21	12.71	12.96
Maintenance/ Custodian I					
CLASS V	9.68	10.53	11.43	11.93	12.18
Maintenance/ Custodian II					
CLASS VI	9.21	10.06	10.96	11.46	11.71
Custodian					
CLASS VII	12.58	13.11	13.78	14.11	14.36
Asst. Equalization Dir*					
CLASS VIII	12.35	12.78	13.43	13.78	14.03
Assessor*					
CLASS X	11.67	12.52	13.42	13.92	14.17
Housing Dir					

* Assessors in Class VII and VIII who are certified at Level I, II, III, or IV shall receive additional pay as indicated below, effective the first of the pay period following proof of certification being given to the County Clerk:

- Level I - \$0.25 per hour more than shown above
- Level II - \$0.50 per hour more than shown above
- Level III - \$0.75 per hour more than shown above

** Effective July 1, 2008 Wendy Sweeso (Chief Deputy) and Ann Karsten (Deputy) will be moved to year 3 of their pay scales.

2009 Classification and Wage Scale

The following hourly wage schedule shall be effective the first full pay period on or after July 1, 2009

Classification	Start	1 Year	3 Years	5 Years	10 Yrs.
CLASS I	12.02	12.87	13.77	14.27	14.52
Chief Deputy					
Legal Secretary					
CLASS II	11.46	12.31	13.21	13.71	13.96
Deputy					
Stenographer					
Head Clerk					
GIS Analyst					
CLASS IV	10.81	11.66	12.56	13.06	13.31
Maintenance/ Custodian I					
CLASS V	10.03	10.88	11.78	12.28	12.53
Maintenance/ Custodian II					
CLASS VI	9.56	10.41	11.31	11.81	12.06
Custodian					
CLASS VII	12.93	13.46	14.13	14.46	14.71
Asst. Equalization Dir*					
CLASS VIII	12.70	13.13	13.78	14.13	14.38
Assessor*					
CLASS X	12.02	12.87	13.77	14.27	14.52
Housing Dir					

* Assessors in Class VII and VIII who are certified at Level I, II, III, or IV shall receive additional pay as indicated below, effective the first of the pay period following proof of certification being given to the County Clerk:

- Level I - \$0.25 per hour more than shown above
- Level II - \$0.50 per hour more than shown above
- Level III - \$0.75 per hour more than shown above

** Effective July 1, 2009 the following Longevity Payments will be made to eligible employees:
 \$150.00 - employees with 15 or more years of service (payable every year on anniversary date)

2010 Classification and Wage Scale

The following hourly wage schedule shall be effective the first full pay period on or after July 1, 2010.

Classification	Start	1 Year	3 Years	5 Years	10 Yrs.
CLASS I	12.37	13.22	14.12	14.62	14.87
Chief Deputy					
Legal Secretary					
CLASS II	11.81	12.66	13.56	14.06	14.31
Deputy					
Stenographer					
Head Clerk					
GIS Analyst					
CLASS IV	11.16	12.01	12.91	13.41	13.66
Maintenance/ Custodian I					
CLASS V	10.38	11.23	12.13	12.63	12.88
Maintenance/ Custodian II					
CLASS VI	9.91	10.76	11.66	12.16	12.41
Custodian					
CLASS VII	13.28	13.81	14.48	14.81	15.06
Asst. Equalization Dir*					
CLASS VIII	13.05	13.48	14.13	14.48	14.73
Assessor*					
CLASS X	12.37	13.22	14.12	14.62	14.87
Housing Dir					

* Assessors in Class VII and VIII who are certified at Level I, II, III, or IV shall receive additional pay as indicated below, effective the first of the pay period following proof of certification being given to the County Clerk:

- Level I - \$0.25 per hour more than shown above
- Level II - \$0.50 per hour more than shown above
- Level III - \$0.75 per hour more than shown above

** Effective July 1, 2010 the following Longevity Payments will be made to eligible employees:

- \$150.00 - employees with 15-19 years of service (payable every year on anniversary date)
- \$300.00 - employees with 20 or more years of service (payable every year on anniversary date)

APPENDIX B

The insurance program established in Section 15.0 provides the following coverage for full-time employees:

Community Blue PPO (Option II) with 10/40 Drug Card

During the term of this Agreement the Employer agrees to pay the monthly premium for eligible employees who elect to participate in the group health insurance plan.

Employees are responsible for the first Ten Dollars (\$10.00) of a generic prescription and the first Twenty (\$20.00) of a name brand prescription. The Employer will reimburse employees for out of pocket expenses that exceed these amounts. Employees will be reimbursed down to one co-pay for all drugs filled by mail order or by '90 Day Retail Network' provider.

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LETTER OF AGREEMENT


SUBJECT: HEALTH INSURANCE

Presque Isle County agrees to cover all dependent children on its Health Insurance Plan.


Presque Isle County agrees to offer its Health Insurance Plan to all retirees with the retiree being responsible for 100% of insurance premium.

Effective the term of this agreement.


PRESQUE ISLE COUNTY
Rogers City, Michigan



Allan H. Bruder, Chairman
Presque Isle County Board of Commissioners




Stephen Lang, Presque Isle County
Board of Commissioners,
Personnel Committee Chairman

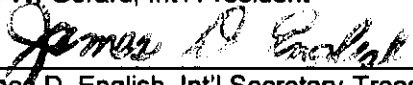


Robert Schell, Presque Isle County
Board of Commissioners,
Personnel Committee

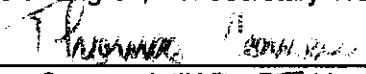
**UNITED STEELWORKERS,
AFL-CIO-CLC**



Leo W. Gerard, Int'l President



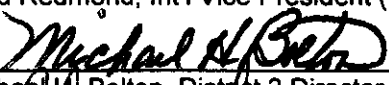
James D. English, Int'l Secretary-Treasurer



Thomas Conway, Int'l Vice President (Admin)



Fred Redmond, Int'l Vice President (Human Affairs)



Michael H. Bolton, District 2 Director

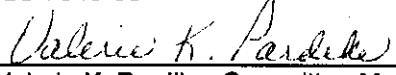


Edward Leary, USW Staff Representative

LOCAL UNION #7948-03



Valerie Sue Peacock, Unit President
LU 7948-03



Valerie K. Pardike, Committee Member
LU 7948-03


SUBJECT: MERS

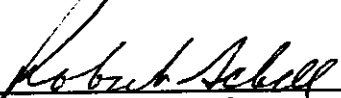
Employees contribute three percent (3%) of their gross compensation to the retirement plan.

Effective the term of this agreement.

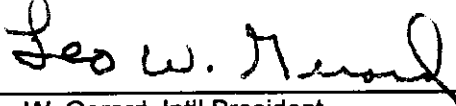
PRESQUE ISLE COUNTY
Rogers City, Michigan


Allan H. Bruder, Chairman
Presque Isle County Board of Commissioners


Stephen Lang, Presque Isle County
Board of Commissioners,
Personnel Committee Chairman

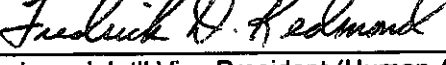

Robert Schell, Presque Isle County
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LOCAL UNION #7948-03


Valerie Sue Peacock, Unit President
LU 7948-03


Valerie K. Pardike, Committee Member
LU 7948-03

In regards to the United Steelworkers Local 7948-03 Union Contract, Section 13.5, Vacation Scheduling: The Union hereby requests that Valerie Pardike and Marie Wisniewski, of the Prosecutor's office, be allowed an extension of any unused 2010 vacation and personal hours be carried over to 2011, and not forfeited, due to the office being short staffed because of the recent resignation of a legal secretary.

12/8/10
Date

Richard K. Steiger (Approved)
Richard K. Steiger, Prosecuting Attorney

12-6-10
Date

Valerie Peacock (Approved)
Valerie Peacock, Union Representative

12/8/10
Date

Robert Schell (Approved)
Robert Schell, Commissioner