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12/31/95

LABOR AGREEMENT

BETWEEN THE

BARAGA COUNTY BOARD OF COMMISSIONERS

AND THE

BARAGA COUNTY COURTHOUSE EMPLOYEES' CHAPTER OF LOCAL #1139
Michigan Council #25, AFSCME, AFL-CIO

Effective Date 1/1/95
Expiration 12/31/95
Reopener: 10/31/95

Baraga County

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LABOR AGREEMENT

This Agreement is effective as of the 1st day of January, 1995, between the Baraga County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Baraga County Courthouse Employees Chapter of Local No. 1139, affiliated with Michigan Council No. 25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth the terms and conditions of employment, for Bargaining Unit Employees within Baraga County, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER, the employees and the UNION.

The parties recognize that the interest of the community and the job security of the employees depend upon the EMPLOYER'S success in establishing a proper service to the community.

To these ends the EMPLOYER and the UNION encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION. Employees Covered.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the EMPLOYER included in the bargaining unit described below (the "Bargaining Unit Employees"):

All full-time and regular part-time Employees of Baraga County in the following classifications: Deputy Clerks in the County Clerk's and Register of Deed's Offices, Deputy Treasurers, Abstractor, Field Person and Clerk in County Equalization Office, Clerk/Hire in County Extension Office, and Janitor, excluding confidential secretary in Prosecutor's office, supervisors as defined by the Act, and all other employees.

(b) (1) The term "employee" or "regular full-time employee" as used in this Agreement includes employees who completed their probationary period and are regularly scheduled to work an average of at least thirty-five (35) hours per a full calendar year basis. Such employees shall be entitled to all benefits under this Agreement for which they are otherwise eligible.

(2) The term "part-time employee" or "regular part-time employee" as used in this Agreement includes employees who would otherwise qualify as regular full-time employees, but who are regularly scheduled to work an average of at least twenty (20) hours per week, but less than thirty-five (35) hours per week, on a full calendar year basis. Regular part-time employees shall be entitled to wage rates and overtime, to the extent specifically provided by this Agreement. Employees scheduled to work an average of less than twenty (20) hours per week shall have no rights under this Agreement. Multiple part-time employees shall not be hired in place of a full-time employee with intent to eliminate a regular full-time position.

(3) The term "probationary employee" as used in this Agreement means a regular full-time or regular part-time employee (or temporary employee who has remained employed in excess of the temporary period herein defined) who has not yet completed their probationary period as provided in the Seniority Article. Probationary employees shall be paid the normal classification starting rates and overtime for which they are eligible. Probationary employees may be laid off, suspended or discharged as exclusively determined by the Employer, with or without cause, provided this provision shall not be used for the purpose of unlawful discrimination because of Union activity. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein, except discharged or disciplined employees for other than lawful Union activity.

(4) The term "temporary employee" as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period, not to exceed a combination of (a) one thousand forty (1,040) hours actually worked in any one calendar year, plus (b) the duration of any period during which they are replacing employees on leave of absence. The temporary period may be extended in individual cases by mutual agreement between the Employer and the Union. Temporary employees may be laid off, suspended or discharged as exclusively determined by the Employer with or without cause. Temporary employees shall have no rights under this Agreement except as specifically provided in this paragraph. Temporary employees continued beyond their temporary period will be considered probationary employees effective at the end of such temporary period.

(5) The Employer will notify the Union and the employee, in writing, when a new probationary employee is hired.

ARTICLE 2. AID TO OTHER UNIONS.

So long as the Union remains the certified bargaining representative for Bargaining Unit Employees, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for them, or make any agreement with any such group or organization, for the purpose of undermining the Union.

ARTICLE 3. RESPONSIBILITIES.

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members, and all Bargaining Unit Employees, agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sit-downs, slow-downs, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Employer and that they will not otherwise approve or support or permit the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specifically permitted by the written provisions of this Agreement.

ARTICLE 4. MANAGEMENT RIGHTS.

Except to the extent specifically limited by express written provisions of this Agreement, the Employer retains the right to manage and operate all of its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, are the right: to determine all matters pertaining to the services to be furnished and the methods, procedures, means and equipment required to provide such services; to establish job descriptions, job duties, and the number of personnel required; to determine the nature and number of facilities or departments to be operated and their locations; to direct and control operations; to maintain order and efficiency; to continue and maintain operations as in the past; to change existing operations and operating methods; to introduce new operating methods, equipment or facilities; to establish and amend work rules and regulations not in conflict with the written terms of this Agreement; to hire, recall, schedule, assign, transfer, promote, and layoff personnel; to discipline, demote, suspend or discharge personnel; to determine qualifications for positions and of personnel; and in all respects to carry out the ordinary and customary functions of management, provided only that such activities are not exercised in violation of any specific written provision of this Agreement.

ARTICLE 5. UNION SECURITY. (Agency Shop.)

(a) Regular full-time and regular part-time employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the amount of dues uniformly required of members of the Union for the duration of this Agreement.

(b) Regular full-time and regular part-time employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to the amount of dues uniformly required of members of the Union for the duration of this Agreement, commencing at the end of their probationary period.

(c) For purposes of this Article an employee shall be deemed to be a member of the Union, or to be paying the required Union representation fee, unless and until a duly authorized officer of the council, or the local Union, shall notify the Employer in writing that the employee is neither a member of the Union nor is paying the required Union Representation Fee.

(d) In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of this Agreement, or otherwise takes action for the purpose of complying with the Union Security, Dues Check Off, Representation Fee Check Off, Authorization Form and/or Remittance of Dues and Fees articles of this Agreement. The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with Articles 5 through 9 of this Agreement and Exhibit A.

ARTICLE 6. DUES CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues uniformly required, if any, as provided in a written authorization in accordance with the form herein provided (see Authorization Form Article). The written authorization form shall be executed by the employee and shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice given during the thirty (30) calendar day period immediately prior to the expiration of this Agreement, or as otherwise permitted by law. Notice of termination must be given by the employee to the Employer and the Union.

(b) Dues will be authorized, levied and certified in accordance with the Constitution and By-laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and honor certifications and representations by the secretary-treasurer, or other officer, of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of dues or service fee equivalents.

(c) The Employer shall provide this service without charge to the Union.

ARTICLE 7. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Authorization Form Article), provided that the said form shall be executed by the employee. The written authorization for "representation fee" deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this contract or as otherwise provided by law. The termination notice must be given both to the Employer and the Union.

(b) The amount of such representation fee will be determined as set forth in the Union Security Article of this Agreement and by law.

(c) The Employer shall provide this service without charge to the Union.

ARTICLE 8. AUTHORIZATION FORM.

(a)

To: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

- () An amount established by the Union as monthly dues, or
- () An amount equivalent to the amount of dues uniformly required of members of the Union, which is established as the Union Representation Fee.

The amount deducted shall be paid to the designated financial officer of Michigan Council #25 AFSCME, AFL-CIO.

By: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

(b) It is recognized that the language on the pre-printed authorization form for deduction of Union dues, or the service fee, may be different from the language set forth above. The language of the Union's pre-printed form shall be construed to mean the same as the language contained in this collective bargaining agreement, and the laws of the State of Michigan.

ARTICLE 9. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month following receipt of the written authorization by the Employer, and each month thereafter during the existence of such authorization.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address and to such financial officer of the Council as shall be designated in writing by the Council, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and of all regular full-time and regular part-time employees who have completed their probationary period since the date of submission of the previous months remittance of dues.

ARTICLE 10. UNION REPRESENTATION.

(a) The Union may name a Steward and at least one alternate Steward to represent Bargaining Unit Employees. The alternate Steward(s) will function only in the absence of the regular Steward. The Employer will be notified, in writing, of the names of such Steward and alternate(s).

(b) So long as it does not interfere with the Employer's operations, the Steward may, with the prior approval of their department head, spend a reasonable amount of time during their working hours (normally not to exceed one-half hour but longer, if necessary, with the specific consent of their department head) without loss of pay for the purpose of investigating and presenting grievances to the Employer.

(c) Employees covered by this Agreement will be represented in negotiations by negotiating committee members. The Employer shall be promptly notified of their names, and any changes, in writing. All negotiating sessions by the parties shall commence at mutually agreeable times.

ARTICLE 11. UNION BULLETIN BOARDS.

The Employer will provide bulletin board space in the Court House and in the Annex which may be used by the Union for posting notices pertaining to Union business. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without prior approval by the Employer, but no other notices shall be posted thereon without the prior written approval of the Employer.

ARTICLE 12. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Personnel Committee Chairperson, or designated representative, upon the request of either party. Such meeting shall be between Management and normally not more than two (2) employee representatives of the Union unless additional representatives are necessary to provide factual data necessary at the meeting. 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. Conferences shall be held at a mutually agreeable time.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half hour immediately preceding the conference.

ARTICLE 13. SAFETY COMMITTEE.

(a) The Union may designate a Safety Committee of not more than two (2) employees, one of whom shall be the steward, which shall meet with representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. Additional resource people may also be in attendance. In the event a meeting is held during regular working hours, said representatives of the Union shall be permitted time off, with pay, for time actually spent in such meetings during their regular working hours.

(b) The Union will cooperate with the Employer in encouraging employees to observe safety rules and regulations prescribed by the Employer and by law, and to work in a safe manner.

ARTICLE 14. GRIEVANCE PROCEDURE.

(a) It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without interruption in the normal operations of the Employer. Employees are required to follow and to use this procedure in case they have any grievances not otherwise resolved. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, but in any event the grievance, in order to become the basis for a claim, must be presented in writing within fifteen (15) working days (Monday through Friday, not counting Saturdays, Sundays, or holidays) after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, had they exercised reasonable diligence and attention, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.

(1) Step 1. Any grievance should be presented to the employee's department head as soon as reasonably possible. Step 1 grievances may be discussed with the employee's department head during working hours by the aggrieved employee, provided they do not leave their place of work, or by the employee and/or their steward at another mutually agreeable time. If the grievance will be processed further through the grievance procedure, it shall be reduced to writing on forms provided by the Employer (which shall be readily available to employees or stewards) and shall be dated and signed by the employee involved. The written grievance shall, within fifteen (15) working days

after the employee knew or should have known that the cause of the grievance had occurred, be presented by the employee and/or steward to the grievant's department head. The department head, or designee, shall give written signed disposition within five (5) working days after such written grievance is presented.

(2) Step 2. If no satisfactory settlement is obtained in Step 1, the written grievance may, within seven (7) working days after answer at Step 1 is due, be presented by the Chapter Chairperson to the County Board of Commissioners, or designate, for discussion and disposition. The Council #25 Field Representative may participate in any discussions with the Union at Step 2. The County Board of Commissioners, or designate, shall give their written signed disposition within fourteen (14) calendar days after the first regular meeting of the County Board of Commissioners following such presentation and discussion.

(3) Step 3. A. If the grievance remains unsettled, and the Union or Employer wish to carry the matter further, they shall, within fourteen (14) calendar days after answer at Step 2, file a demand for arbitration in accordance with the American Arbitration Association Rules and Procedures. (An arbitrator may, however, be appointed by mutual agreement of the parties without necessity for arbitrator lists from AAA, and without otherwise filing a demand for arbitration with AAA, provided agreement to follow such procedure is mutually agreed upon within such fourteen (14) day period.)

B. 1. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to, detract from or alter in any way the written provisions of this Agreement.

2. While the arbitrator may interpret the provisions of this Agreement with respect to questions of timeliness, they shall have no authority to consider or adjust any grievance not presented within the time limits provided, unless the time limits have been extended by mutual agreement of the parties.

3. The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay awards shall provide offset for any other earnings (except earnings that the employee earned over and above their normal wages while employed by the Employer) by the employee during such period from any source, including unemployment. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

4. The decision of the arbitrator shall be final and binding on both parties subject to the limitations herein specified.

5. The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party and to the arbitrator. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument, based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.

6. A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event the withdrawal without prejudice will not affect financial liability. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 15. DISCHARGE AND SUSPENSION.

(a) Upon the discharge or suspension of a regular full-time or regular part-time employee the Employer agrees to promptly notify the employee and their steward, in writing, of the discharge or suspension and of the reasons for such disciplinary action. In any department where the position of Department Head is an elective office, the aforementioned Department Head may appoint a Chief Deputy from within the bargaining unit within one (1) week following initial assumption of the office.

(b) Discharged or suspended employees will be allowed to discuss their discharge or suspension with their steward (or with another bargaining unit employee if the steward and alternate are not readily available) and the Employer will make available an area where they may do so before they are required to leave the property of the Employer (except where continued presence of such employee might be harmful to the welfare of employees or others, or to the safety or efficient operation of the Employer's facilities and operations). If the employee and/or Steward so requests, the Employer, or its designated representative, will discuss the discharge or suspension with the Employee and the Employee's Steward. If the Employee requests, in writing, that their Steward not be present, the Employer need not permit the Steward's presence, but a copy of such written request from the Employee shall be provided to the Chapter Chairperson. The Union shall be notified of the outcome of the meeting.

(c) Grievances involving suspension or discharge shall be presented, in writing, at Step 2 of the grievance procedure within two (2) working days following written notification by the Employer of such disciplinary action.

(d) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless such infractions were for the same, related or similar offenses.

ARTICLE 16. SENIORITY.

(a) A new Employee's probationary period will be six hundred thirty (630) hours actually worked, but such probationary period may be extended by mutual agreement, in writing, between the Employer and the Chapter Chairperson. Upon completion of their probationary period the Employee's seniority will date back to their first day of work within such period. There shall be no seniority among probationary employees. Probationary employees shall have no benefits.

(b) Seniority shall be unit-wide based upon the employees most recent period of continuous employment in a bargaining unit position.

(c) Regular part-time employees' seniority will be based on hours actually worked.

(d) Notwithstanding their position on the seniority list, unit chairperson, Secretary/Treasurer and Steward in that order shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform.

ARTICLE 17. SENIORITY LISTS.

(a) There will be separate seniority lists for regular full-time and regular part-time employees. Seniority lists will show the date of most recent employment, the number of hours actually worked for part-time employees, and the employee's name and job title.

(b) Seniority lists will be revised and posted at least semi-annually. Within fourteen (14) calendar days of posting of the seniority list (or such longer period as may be necessary for employees not aware of such list due to vacations, leaves of absence, etc), each employee shall either sign the seniority list next to their name, in the place provided, or shall file a written, signed objection to the revision with the Employer. The Union may also object to such revisions, in writing, within such fourteen (14) calendar day period. If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such list, the Employer may conclusively rely upon the accuracy of such list for all purposes of this Agreement. Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the grievance procedure.

ARTICLE 18. LOSS OF SENIORITY.

Employees shall lose their seniority and their employment may be terminated in any of the following events:

- (a) If they retire.
- (b) If they quit.
- (c) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (d) If they are absent for two (2) consecutive workdays without notifying the Employer.
- (e) If they are laid off for more than the shorter of a period equal to their seniority or twelve (12) months.
- (f) If they fail to confirm their continued availability for recall to work within ten (10) calendar days after written notice by the Employer, by certified mail, return receipt requested, addressed to the Employee's last address on record with the Employer.
- (g) If they do not return to work as set forth in the recall procedure.

(h) If they do not return as scheduled from vacation, sick leave or other leave of absence.

(i) If they are off on workers' compensation, or otherwise off work, or if they fail to return to work (as scheduled) at the end of any period for which workers' wage compensation is payable or after which they have been medically or otherwise certified that they are qualified to return to work.

(j) If they make an intentional false statement which is material on their application for employment or on their application for leave of absence.

(k) Notwithstanding the above, exceptions may be made in appropriate circumstances upon mutual agreement in writing between the Employer and the Union.

ARTICLE 19. LAYOFF.

(a) The word "layoff" means a reduction in the working force.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory. Temporary, probationary, and part-time employees will be laid off in that order on a unit-wide basis. Seniority employees will be laid off according to seniority as defined in Articles 16 and 17. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved, it shall then be subject to the final step of the grievance procedure.

(c) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. Such notice shall be in writing.

(d) Employees returning from layoff within twelve (12) months shall not lose their seniority. However, fringe benefits, to include but not necessarily limited to; insurance (health, vision care, dental and life), sick days, vacation days, personal days, holidays, retirement, longevity and any other benefits to be classified as a fringe benefit in the future, shall cease as of the day of layoff. (See Article 32 re insurance paragraph (k) with regard to medical and life insurance).

ARTICLE 20. RECALL.

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by

registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made.

(b) If an employee cannot report to work because of illness or injury, he shall notify his department head as soon as possible, and the above ten (10) days shall be waived, provided proper documentation is supplied upon request of the department head.

(c) Grievances concerning this Recall Article shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Employer of its intention to take specific action. Should an arbitrator find the Employer acted in bad faith in regards to recall of the affected employee, and that such employee should have been recalled, such employee will be returned to work with back pay commencing on the date the employee should have been recalled. Absent a finding by an arbitrator of bad faith on the part of the Employer, any such employee the arbitrator finds should be returned to work will be so returned effective at the start of the first pay period following such award, and their pay will commence on such date.

ARTICLE 21. TRANSFERS.

If an Employee is transferred to a non-bargaining unit position, but continues to be employed by the Employer, and is thereafter transferred back to a bargaining unit position within twelve (12) calendar months, they shall accumulate seniority while working in such non-bargaining unit position with the Employer, and shall retain all rights accrued for the purposes of any benefits provided by this Agreement. Employees who are not retransferred to bargaining unit positions within such twelve (12) calendar months will, for the purposes of this Agreement, be considered to have lost their seniority and shall be entitled to no further benefits hereunder; upon rehire into a bargaining unit position they shall be treated as new employees. Exceptions may be made in appropriate circumstances upon mutual agreement, in writing, between the Employer and the Union.

ARTICLE 22. JOB POSTINGS AND BIDDING PROCEDURES.

(a) Promotions within the bargaining unit may be made on the basis of qualification, skill, ability and seniority. Job vacancies will be posted for a period of at least seven (7) calendar days, setting forth the minimum requirements for the position, in a conspicuous place in the department. Employees interested shall apply within such posting period. In the event the senior applicant is denied the promotion, the reason or reasons for the denial shall be furnished to the applicant and the steward in writing.

(b) If the Employer deems the employee's performance in the new position to be unsatisfactory, the Employer may, within the first twenty (20) days actually worked on the new job, retransfer the employee to their former position (or to a position to which they would be entitled through implementation of the Layoff Article) upon written notice to the employee and the steward of the reasons for such transfer. Such twenty (20) day period may be extended by mutual written agreement of the Employer and the Union. If the employee is retransferred the Employer may fill the vacancy as above provided, without reposting, from the applicants for the original posting.

(c) Any permanent vacancy created in the employee's former classification, which the Employer decides requires filling, may be filled by posting, or may be filled for the duration of such twenty (20) day (or extended) period by temporary assignment of another employee without posting, by hiring of a temporary employee, or as otherwise permitted by this Agreement.

(d) Employees will receive the rate of the job they are performing.

ARTICLE 23. HOURS OF WORK; TIME AND ONE-HALF

(a) This Article is intended to define hours of work for purposes of calculating overtime and benefits.

(b) Employees scheduled to work seven (7) hours per day will be allowed one (1) hour off for lunch, without pay (lunch not included in the seven (7) hours).

(c) Employees may take a fifteen (15) minute break during each half shift, not to interfere with the operation of the office/department.

(d) Time and one-half will be paid for all hours actually worked over forty (40) per week; or eight (8) hours in one day.

(1) For all hours actually worked on paid holidays for which the employee is eligible, in addition to holiday pay.

(2) Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

(3) An employee reporting for call-in overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(e) All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, the Employer will notify the Union of the job description, including job duties and rate structure, prior to its becoming effective. If the Union notifies the Employer that it does not believe the classification and rate are proper, the parties will discuss the matter. If agreement is not reached the Employer may institute such proposed classification and rate, but the Union may grieve the reasonableness of the rate directly to Step 2 of the grievance procedure.

ARTICLE 25. LEAVES OF ABSENCE.

(a) Any employee who has been employed for twelve (12) months or more requiring a leave of absence shall make written request of the Employer for such leave. Such request should normally be made at least thirty (30) days prior to the beginning of the leave. Employees with less than twelve (12) months of continuous employment will not normally be eligible for leaves of absence. Any leave of absence granted by the Employer under this Article shall be without pay or benefits, and shall be for a period of not more than ninety (90) calendar days.

(b) Grant of any leave of absence shall be in writing with one copy given to the employee and one copy retained by the Employer.

(c) Upon expiration of any leave of absence, or extension, the Employer may consider an employee's request for leave extension for up to an additional ninety (90) calendar days; such extension, if granted, shall be reduced to writing and distributed as provided for original grant of the leave.

(d) No employee shall engage in gainful employment, without the specific written consent of the Employer, during any leave of absence. Failure to comply with this provision shall result in discharge without recourse.

(e) Seniority shall accrue during any unpaid leave of absence.

(f) No fringe benefits shall accrue during any unpaid leave of absence unless otherwise specified herein.

(g) Veterans. Reinstatement of. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

(h) Reserve or National Guard. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the limit.

ARTICLE 26. JURY DUTY.

Employees who serve on Jury Duty will be paid the difference between their pay for jury duty and their regular pay. Payment hereunder is conditioned upon prompt return to work, after release, for the remainder of their scheduled shift. Employees must present proof, on forms provided by the Employer, that they did serve or report as jurors, their time of release, and the amount of pay received.

ARTICLE 27. PAID SICK LEAVE.

(a) Regular full-time employees shall be entitled to one (1) paid working day per month for disabling illness which clearly prevents attendance at work, including serious illness of the employee's spouse or children, mother, father, brother or sister, requiring the employee's immediate presence.

(b) To be eligible to use paid sick leave an employee must notify their Department Head no later than 9:00 a.m. on the day the leave is to be taken, unless the employee is hospitalized and unable to provide such notification in which event they shall notify the Employer as soon as reasonably possible.

(c) Employees will be allowed to accumulate unused sick leave up to one hundred twenty (120) days.

(d) 1. Upon termination of employment, including retirement or death, employees who have completed ten (10) years or less of continuous employment in a bargaining unit position will be paid fifty percent (50%) of their accumulated sick leave up to a maximum of sixty (60) days.

2. Upon termination of employment, including retirement or death, employees who have completed more than ten (10) years of continuous service in a bargaining unit position will be paid one hundred percent (100%) of their accumulated sick leave, up to a maximum of sixty (60) days.

3. If the employee dies while still employed, their accumulated sick leave will be distributed to their named beneficiary. Payment to be in accordance with their years of service.

4. Sick leave pay is based on the employee's normal schedule and normal base rate at the time of illness, or separation of employment, exclusive of shift, overtime or other premiums.

(e) Prior to and following childbirth an employee is entitled to sick leave and/or leave of absence in the same manner as normally provided for such leaves, sick leave to be based upon the employee's period of actual disability.

(f) 1. An employee may use accumulated sick leave days for personal leave days at the rate of two sick days for one personal day. Normally employees may use no more than two personal leave days per calendar year. So long as an employee has no less than forty-eight (48) accumulated sick leave days remaining, the employee may use more than two days per year. Absent specific written consent of the Employer, however, for a special purpose, no employee may use more than six personal leave days during any one calendar year.

2. To the extent reasonably possible personal leave will be granted at the time most desired by employees, but the final right to scheduling of personal leave days is reserved exclusively to the Employer and shall be subject to work schedule and personnel requirements. Personal leave days should normally be scheduled at least seventy-two (72) hours in advance of the requested day. An employee may use one (1) day per calendar year to be deducted from accumulated sick leave for personal business.

ARTICLE 28. FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Step-parents, Brother, Sister, Wife, Husband, Son, Daughter, Step-children, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandfather, Grandmother, Grandchildren or a member of the employee's household. Brother-in-law and Sister-in-law.

An employee will be allowed one (1) working day with pay, as funeral leave, for the death of Aunt, Uncle, Niece, or Nephew. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) day funeral leave with pay not to be deducted from sick leave.

ARTICLE 29. HOLIDAY PROVISIONS.

(a) The following days shall be observed as paid holidays:

- (1) New Year's Day
Martin Luther King's Birthday
President's Day (third Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day (when it falls on Saturday -
Friday off; when it falls on Sunday - Monday off)
Labor Day
Veterans' Day (when it falls on Saturday - Friday
off; when it falls on Sunday - Monday off)
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

(2) Two (2) personal days in exchange for Lincoln's
Birthday and Columbus Day:

A. When Christmas and New Year's Day fall on
Sunday - following Mondays off.

B. When Christmas and New Year's Day fall on
Monday - following Tuesdays off.

C. When Christmas and New Year's Day fall on
Tuesday - prior Mondays off.

D. When Christmas and New Year's Day fall on
Wednesday - prior Tuesdays off.

E. When Christmas and New Year's Day fall on
Thursday - following Fridays off.

F. When Christmas and New Year's Day fall on
Friday - prior Thursdays off.

G. When Christmas and New Year's Day fall on
Saturday - prior Fridays off.

(b) To be eligible for holiday pay, employees must be regular full-time employees who have completed their probationary period, must have earnings during the pay period for hours actually worked (or be on vacation or paid leave), must actually work their last regular scheduled shifts prior to and immediately following the holiday, and must actually work the holiday as scheduled, unless they have failed so to work their shifts before, after or on the holiday because of vacation or paid leave. Substantiation may be required by the Employer.

(c) Holiday pay for regular full-time employees will be based upon their normal scheduled workday (excluding overtime) and their base rate of pay exclusive of overtime or other premiums.

ARTICLE 30. VACATIONS.

(a) Regular full-time employees will earn credits toward vacation with pay (prorated as appropriate) in accordance with the following schedule. The indicated number of weeks of vacation will be deemed earned as of the end of the employee's Anniversary Year of employment so long as the employee has completed the indicated number of years of continuous service by the end of such Anniversary Year (the twelve month period following the employee's most recent date of employment, and consecutive twelve month periods thereafter).

Eligibility

- 1 full employment year..... 5 work days
- 2 full employment years through 5 full employment years....10 work days
- 6 full employment years through 10 full employment years...15 work days
- 11 full employment years through 15 full employment years..20 work days
- 1/2 day per year after 16 full employment years.
- 1 full day per year after 19 full employment years.

(b) To be eligible for vacation in any Vacation Year (the twelve month period following the employee's prior Anniversary Year) the employee must have one year or more of continuous service prior to the start of the Vacation Year, and must have actually worked or been compensated at least nine hundred ten (910) hours during the Anniversary Year preceding the Vacation Year).

(c) To the extent reasonably possible vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Employer and shall be subject to work schedule and personnel requirements. Vacations must normally be taken in a period of consecutive days. With the written consent of the employee's department head, vacations may be split into one or more days provided such scheduling does not interfere with the operations of the office/department. Vacation time cannot be accumulated except by mutual written consent of the employee and their department head. Unless an employee has failed to take their vacation within the Vacation Year at the direction of the Employer (in which event the employee and the Employer shall mutually agree upon the period during which such carry over vacation may be taken), an employee who fails to take their vacation within the Vacation Year in which they are entitled to

it (the Anniversary Year following the employee's Anniversary Year of accrual) shall forfeit such vacation time off and the vacation pay. Employees must normally take vacation time off in order to receive vacation pay; the employee and their immediate supervisor may, however, mutually consent, in writing, to pay allowance in lieu of time off for vacation. When a holiday for which the employee is eligible for holiday pay pursuant to the Holiday Article is observed by the Employer during an employee's scheduled vacation, and the employee would otherwise be scheduled to work the holiday, the employee will receive holiday pay for such holiday but they will not be deemed to be on vacation on such holiday. In such event, unless otherwise mutually agreed by the employee and their department head in writing, their vacation will be extended one day continuous with such vacation.

(d) Vacation pay shall be based upon the employee's normal base rate at the time of their vacation, exclusive of overtime or other premiums, and their normal scheduled hours during such vacation period.

(e) Employees who have been paid (excluding overtime) less than one thousand eight hundred twenty (1,820) hours in their Anniversary Year of accrual shall be entitled to a prorated vacation, such proration being determined by totaling the number of hours paid to the employee (excluding overtime), dividing such sum by one thousand eight hundred twenty (1,820) hours and multiplying such fraction by the number of hours of vacation to which they would have been entitled had they been entitled to a non-prorated vacation. Only full days of accrued vacation will be paid.

(f) Employees who are laid off, retire, or otherwise sever their employment will be paid for any accrued but unused vacation. Such accrual is based upon: (1) any remaining unused vacation earned by the employee during the Anniversary Year prior to the year of their termination, and (2) any pro-rated vacation to which they would be entitled based upon hours paid during the Anniversary Year in which their employment is terminated. Recalled employees who received credit at the time of lay off for accrued vacation will have such credit deducted from their vacation if they return prior to, or during, the following Anniversary Year. Only full days of accrued vacation will be paid.

(g) If a regular pay day falls during an employee's vacation they may request receipt of the check in advance, before going on vacation, by making such written request at the office of the county clerk. Such pay will only be for hours to which the employee is entitled at the time of commencement of their vacation. Written request must be made sufficiently in advance of vacation to reasonably permit preparation and delivery by the last day prior to their vacation.

(h) If an employee dies while still employed, their accumulated vacation pay will be distributed to their named beneficiary.

ARTICLE 31. LONGEVITY.

(a) Regular full-time employees shall be entitled to longevity payments. Such payments will normally be made in November of each year.

(b) The longevity scheduled is as follows:

| | |
|--|-------------------|
| 1 through 2 years of employment..... | 1% of annual wage |
| 3 through 5 years of employment..... | 1% of annual wage |
| 6 through 10 years of employment..... | 2% of annual wage |
| 11 through 15 years of employment..... | 3% of annual wage |
| 16 through 19 years of employment..... | 4% of annual wage |
| 20 through 25 years of employment..... | 5% of annual wage |
| 26 years and over..... | 6% of annual wage |

(c) If an employee dies while employed, their accumulated longevity pay will be distributed to their named beneficiary.

ARTICLE 32. INSURANCE COVERAGE.

(a) For each eligible regular full-time employee, the Employer agrees to pay the full premium for health insurance, family coverage, in accordance with the insurance agreement with the carrier, the choice of carrier to be at the discretion of the employer provided benefits remain substantially equivalent to, or better than, those currently provided.

(b) For each eligible regular full-time employee, the Employer agrees to pay the full premium for dental insurance, family coverage, in accordance with the insurance agreement with the carrier, the choice of carrier to be at the discretion of the employer provided benefits remain substantially equivalent to, or better than, those currently provided.

(c) For each eligible regular full-time employee, the Employer agrees to pay the full premium for vision care insurance, family coverage, in accordance with the insurance agreement with the carrier, the choice of carrier to be at the discretion of the employer provided benefits remain substantially equivalent to, or better than, those currently provided.

(d) For each regular full-time employee, the Employer agrees to pay the full premium for group term life insurance coverage, in accordance with the insurance agreement with the carrier, face value \$3,000, the choice of carrier to be at the discretion of the Employer.

(e) If the Employer intends to change any of the insurance carriers providing benefits pursuant to this Agreement it will so notify the Union and request a special conference to explain the differences between the existing insurance program and the new program. The parties will attempt to reach agreement upon conversion to the new program but, whether or not agreement is reached, the Employer may convert to such new program so long as the revised insurance package considered as a whole is substantially equivalent to, or better than, the current insurance package considered as a whole.

(f) 1. Any regular full-time employee who would be eligible for health insurance premiums fully paid by the Employer may elect to be paid \$120.00 per "Month" (calendar month or other "Month" for which health insurance premiums are paid to the insurance carrier) in lieu of payment by the Employer of health, dental and vision care premiums provided by this Article. Such election shall be made in writing by the employee sufficiently in advance to permit termination of insurance coverage for the employee during the Month for which they first elect payment in lieu of insurance as herein provided; in no event will the Employer be required to pay the employee during any Month for which the Employer is required to pay, or pays, insurance premiums on behalf of the employee. Such election by the employee will continue (so long as the employee remains eligible for health insurance premiums fully paid by the Employer) until the employee provides proper written notification that they wish to again receive insurance benefits, in a manner, and at a time, acceptable to the insurance carrier; insurance coverage for any such employee terminating their election will commence at such time as may be permitted by the insurance carrier. Payment in lieu of insurance for otherwise eligible employees will cease the same Month as the Employer recommences payment of insurance premiums on behalf of the employee.

2. Notwithstanding election of such payments in lieu of insurance, electing employees may request dental and/or vision care benefits through the Employer's group plans, but at the employee's expense, to the extent permitted by the insurance carrier(s). If desired by the employee, and so long as the monthly payments to which they would be entitled exceed the cost of monthly premiums, the employee may, by written election, have the Employer pay premiums on their behalf for dental and/or vision care benefits with the cost of such premiums to be deducted from the payments for which they would otherwise be eligible.

(g) Except as otherwise specifically provided, the Employer's obligation for payment of insurance premiums shall continue with respect to any employee only while they are active full-time employees with earnings from the Employer for hours

actually worked; such obligation shall terminate when an employee retires, quits, is discharged, laid off, on leave or for any other reason terminates active employment with the Employer. The Employer will, however, continue to pay the premiums necessary for an eligible employee's insurance coverage during paid leaves, vacations and holidays.

(h) All full-time employees are eligible to be covered under the County insurance after having been employed for six hundred thirty (630) working hours.

(i) Insurance premiums will be paid for employees on extended sick leave for ninety (90) days after they have run out of sick or vacation days. The Board has the right of extending or denying extended Blue Cross benefits.

(j) Upon retirement of any employee at age sixty-two (62) with fourteen (14) years of continuous service with the County work force, the County will pay hospitalization premiums until the employee reaches age sixty-five (65). Coverage is intended for the entire family. This provision does not apply to anyone retiring before age sixty-two (62) or anyone not working full-time.

(k) Medical insurance and life insurance shall continue only until the 1st day of the month following the end of employment or commencement of layoff with the County. Other fringe benefits shall cease to accrue as of the date of layoff.

(l) Retirement. The Employer will upgrade the retirement plan with the Michigan Municipal Employees Retirement System, using benefits B-3 and benefit program E, E-1, and FAC-3. The Employer shall pay the employee's share of the retirement plan.

(m) The Employer, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Employer hereunder shall be payment of the insurance premiums. If the Employer believes it is no longer obligated to pay insurance premiums on behalf of an employee it will, except in the case of termination of employment or other cases where the employee should already be aware of such termination of premium payments, attempt to so notify the employee, by certified mail to the employee's last address of record with the Employer, prior to ceasing such premium payments. If any dispute should arise concerning whether the Employer is obligated to pay premiums for the employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employers group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.

(n) An employee, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

(o) If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the Employer may automatically terminate insurance benefits due to the employee's non-payment of necessary premiums.

ARTICLE 33. COMPUTATION OF BENEFITS.

All hours paid to an employee will be considered as hours worked for the purpose of computing benefits under this Agreement, unless hours actually worked are otherwise specified.

ARTICLE 34. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make a copy of this Agreement available to each regular full-time and regular part-time employee, and to provide a copy to all new regular full-time and regular part-time employees upon completion of their probationary period.

ARTICLE 35. SEPARABILITY AND SAVINGS CLAUSE.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort, or court, or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so,

such provision or application shall be deemed invalid (except to the extent permitted by law), but all other provisions hereof shall continue in full force and effect.

ARTICLE 36. GENERAL PROVISIONS.

(a) It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

(b) This Agreement may be modified at any time by mutual written agreement of the Employer and the Union, such amendment, unless otherwise specified, to become a part of this Agreement without modifying or changing any other terms of this Agreement. Any Agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

(c) All employees, with the exception of those already living outside of the County prior to January 1, 1991, shall maintain residency within Baraga County as a condition of continued employment. New hires shall become residents of Baraga County within 60 days of hire. Special consideration may be given in individual cases by the Board of Commissioners.

(d) Employees shall immediately notify the Employer, in writing, of their current name, address and telephone number, and of any changes therein, and also of any changes which would affect insurance or other benefits. The Employer may rely upon the employee's name, address, telephone number and other information shown on its records for all purposes involving their employment and this Agreement.

(e) Any employee who fails to provide the Employer with at least fourteen (14) calendar days written notice of intention to quit, or who fails to continue to be available for their normal work and, if required by the Employer, to work their normal schedule during such entire fourteen (14) day period, shall forfeit any and all rights they might otherwise have to accrued benefits pursuant to the provisions of this Agreement.

(f) Every employee must have such physical examinations from a doctor of the Employer's choice as are reasonably required from time to time at the expense of the Employer. If the employee is not satisfied with the results of the Employer's doctor, and a dispute arises, the employee may go to a doctor of their choosing at no cost to the Employer and if the dispute continues the Employer and the employee or the two doctors may agree upon a third doctor to resolve the dispute. The cost of

the third doctor shall be shared by both parties. (This provision is applicable only to administration of this Collective Bargaining Agreement and is not intended to restrict rights under the Michigan Workers' Disability Compensation Law or otherwise.)

(g) 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term 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 referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

(h) The entire Agreement between the parties as set forth in this written instrument, which includes the Appendices attached hereto, expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

ARTICLE 37. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) working days following the conclusion of negotiations.

ARTICLE 38. POWER OUTAGES - SEVERE CLIMATIC CONDITIONS.

The Sheriff (or designate) will have the authority to close the courthouse due to power outages or severe climatic conditions. These days are not to be deducted from accumulated sick leave. Any days over two days may be deducted from sick leave or vacation.

ARTICLE 39. CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this Agreement the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

ARTICLE 40. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference.

ARTICLE 41. TRAVEL ALLOWANCES.

An employee required to travel on behalf of the County of Baraga in the course of employment shall be entitled to be reimbursed for expenses as follows:

- (a) An employee required to use his/her own vehicle in the course of employment shall be compensated at the current rate established by the County Board.
- (b) The total cost of meals and lodging and other proper expenses for out of town travel, follow state rates for meals and lodging.
- (c) All overnight travel over \$200.00 must be approved by the County Board prior to departure or issuance of cash advances.
- (d) Cash advances for approved travel will be available, provided a proper voucher is submitted to the Clerk's office. Upon return, the employee must return any unused cash to the Clerk's office and submit receipts for expenses to the Clerk's office.

ARTICLE 42. INJURY (on the job)

While any employee is off work, due to an on-the-job injury their hospitalization, dental, vision and life insurance will continue, at the Employer's expense, for a maximum of six (6) months.

ARTICLE 43. TEMPORARY AND GOVERNMENTAL PROGRAM EMPLOYEES.

- (a) The Employer may hire temporary employees and they shall not be covered by the terms of this Agreement, provided however, that their employment shall be limited to ninety (90) calendar days in a one year period unless extended by mutual agreement between the parties, and further that they shall not be used to perform work that has been or is being normally and regularly performed by members of the bargaining unit.
- (b) The Employer may use students and others whose wages are paid in whole or part by an agency of the state or federal government. These employees will not be covered by the terms of this Agreement unless the enabling legislation gives them the rights and benefits of the regular employees. Further, these employees are not to be used to perform work regularly performed by the bargaining unit in such a way as to replace, displace or reduce bargaining unit work.

ARTICLE 44. WAGES.

New Hire. Full Time Employee, Starting Wage: \$5.00 per hour.

Wage increases: The present 10 year plan:

- Katie Schutte 11-10-86, 1994 39¢, 1995 39¢, 1996 39¢
- Helen Anderson 12-29-89, 1994 37¢, 1995 36¢, 1996 36¢, 1997 36¢, 1998 36¢, 1999 36¢
- Sandra Schafer 2-2-90, 1994 35¢, 1995 35¢, 1996 34¢, 1997 34¢, 1998 34¢, 1999 34¢, 2000 34¢,
- Lisa Supanich 4-18-94 1994 43¢, 1995 43¢, 1996 43¢, 1997 43¢, 1998 43¢, 1999 42¢, 2000 42¢, 2001 42¢, 2002 42¢, 2003 42¢, 2004 42¢

Their increases to be on their individual employment anniversary dates. During the above mentioned 10 year plan, employees with less than 10 years, will also receive annual increases, if any, the same as given those employees with over 10 years of employment.

The Union Members accept 45¢ per hour raise for year 1995.

ARTICLE 45. APPENDICES.

The following appendices are incorporated and made a part of this Agreement:

Appendix A.....Classifications and Rates

ARTICLE 46. TERMINATION AND MODIFICATION.

(a) This Agreement shall continue in full force and effect until midnight, December 31, 1994, and for successive yearly periods thereafter unless notice is given in writing by either the Employer or the Union to the other at least sixty (60) days prior to the expiration date, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations provided that, if proper notice has been given, this Agreement may be terminated by either party, following its expiration date, on ten days written notice of termination.

(b) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #25, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, to the Baraga County Board of Commissioners, Baraga County Courthouse, L'Anse, Michigan, 49946 or to such other address as the Union or the Employer may designate in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LOCAL #1139, MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

Leann M. Davis
Leann M. Davis, Steward

Lloyd J. Adams
Lloyd J. Adams, Bargaining Unit

Darlene M. Smith
Darlene M. Smith, Bargaining Unit

Paul G. Hill

BARAGA COUNTY BOARD OF COMMISSIONERS:

Roland Sweeney
Roland Sweeney, Chairman of the Board

Mike Koskinen
Mike Koskinen, Vice Chairman

Gale Eilola
Gale Eilola

Lowella Eskel
Lowella Eskel

John D. Johnson

ARTICLE 45 APPENDICES.

Appendix A Rates for 1994

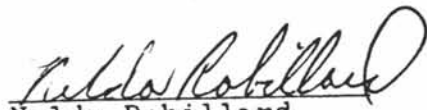
UNION MEMBERS


| | |
|----------------|---------|
| Leann Davis | \$10.12 |
| Darliene Smith | 10.12 |
| Lloyd Adams | 10.57 |
| Sandy Schafer | 8.42 |
| Helen Anderson | 8.71 |
| Kate Schutte | 9.73 |
| Phyllis Dault | 10.12 |
| Kim Fedie | 10.12 |
| Lisa Supanich | 6.31 |

The Negotiating team for 1995

Darliene Smith
Lloyd Adams
LeannDavis, Steward

This Agreement is also accepted and executed by the
following elected officials


Nelda Robillard
Baraga County Clerk/
Register of Deeds


Patricia A. Kissel
Baraga County Treasurer

| Seniority List & Address | Date of Hire | office |
|---|--------------------|----------------------------|
| Darliene M. Smith Rte 1 Box 441 L'Anse, Michigan 49946 | September 10, 1962 | Bargaining Unit |
| Lloyd J. Adams 208 Birch Street L'Anse, Michigan 49946 | January 2, 1967 | Bargaining Unit |
| Leann Davis 139 Grand Avenue L'Anse, Michigan 49946 | September 19, 1980 | Bargaining Unit Steward |
| Phyllis Dault 16 Tuttle Avenue L'Anse, Michigan 49946 | July 12, 1982 | |
| Kimberly Mills Fedie HCO 1 Box 6 Nisula, Michigan 49952 | June 29, 1983 | |
| Katrina Schutte P.O. Box 457 Baraga, Michigan 49908 | November 10, 1986 | |
| Helen Anderson 17 Kingsford Street L'Anse, Michigan 49946 | December 28, 1989 | |
| Sandra Schafer Rte 2 Box 909 L'Anse, Michigan 49946 | February 2, 1990 | |
| Lisa Supanich Route #2 Box 543 L'Anse, Michigan 49946 | April 18, 1994 | |