

12/31/95

1993-1994-1995
EMPLOYEE'S CONTRACT
between
DICKINSON COUNTY
and
AFSCME
LOCAL #1176

Dickinson County

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(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 fifteen (15) hours per week, but less than thirty-two (32) hours per week, on a full calendar year basis. Regular part-time employees shall be entitled to wage rates, overtime rates, prorated sick leave and prorated vacation, to the extent specifically provided by this Agreement. Employees scheduled to work an average of less than fifteen (15) hours per week shall have no rights under this Agreement.

(3) The term "probationary employee" as used in this Agreement means a regular full-time or regular part-time employee 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, disciplined, 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 six (6) months in any one calendar year or for the duration of the leave, if longer, for temporary employees replacing employees on approved leaves 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, disciplined 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 with time worked during their temporary period credited toward their probationary period as appropriate. No temporary employees shall be hired if such hiring will result in the reduction of normal scheduled hours of work of any regular employee.

(5) When new employees are hired the Employer will notify the Union and the employee, in writing, whether the employee is a "probationary employee" or a "temporary employee".

ARTICLE 2. AID TO OTHER UNIONS.

For the purpose of this Agreement, or contract extension, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group.

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 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 this Agreement.

ARTICLE 4. MANAGEMENT RIGHTS

Except to the extent specifically limited by express 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, equipment and machines required to provide such services, to establish classifications of work 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 operating methods, to introduce new or improved operating methods, equipment or facilities, to establish and amend work rules and regulations not in conflict with this Agreement, to hire, recall, schedule, assign, transfer, promote, and layoff personnel for cause, to determine qualifications of personnel and in all respects to carry out the ordinary and customary functions of management provided such activities are not exercised in violation of any specific provision of this Agreement.

ARTICLE 5. UNION SECURITY. (Agency Shop)

(a) 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) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to the amount of dues uniformly required of members of the Union, commencing thirty (30) calendar days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) 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 the thirtieth (30) calendar day following the beginning of their employment in the unit.

(d) 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.

(e) 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 the Agreement, or otherwise takes action for the purpose of complying with the Union Security, Dues Check Off, Representation Fee Check Off, and/or Remittance of Dues and Fees articles of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature, including expenses and fees connected with defense of such action and any backpay or other amounts directed to be paid to employees.

ARTICLE 6. DUES CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union or paying a Union "service fee" all Union membership dues or "service fee equivalents" uniformly required, if any, as provided in a written authorization in accordance with the form herein provided. 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. Notice of termination must be given by the employee to the Employer and the Union.

(b) Dues and service fee equivalents 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 by the secretary-treasurer of the local 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.

(d) See attached authorization form. It is recognized that the language on the preprinted authorization form for the deduction of

Union dues may be different from the language set forth herein. The language of the Union's preprinted form shall be construed to mean the same as the language contained in this Agreement.

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 subparagraph d), 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. The termination notice must be given both to the Employer and the Union.

(b) The amount of such representation fee or service fee equivalent will be determined as set forth in the Dues Check Off Article of this Agreement.

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

(d) See attached authorization form. It is recognized that the language on the preprinted authorization form for the deduction of the Union representation fee may be different from the language set forth herein. The language of the Union's preprinted form shall be construed to mean the same as the language contained in this Agreement.

ARTICLE 8. 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.

ARTICLE 9. UNION REPRESENTATION.

(a) The Union will be allowed to name two Stewards and two alternate Stewards to represent employees, one such steward and one such alternate Steward to be from the courthouse and one such Steward and one such alternate to be from the Airport. The alternate Steward will function only in the absence of the regular Steward. The Employer will be notified, in writing, of the names of such Stewards and alternates.

(b) So long as it does not interfere with the Employer's operations, the Steward(s) 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) So long as it does not interfere with the Employer's operations, the Council #25 Field Representative may have discussions with an employee during regular business hours, following notice to the employee's department head.

(d) Employees covered by this Agreement will be represented in negotiations by the Council #25 Field Representation and/or International Union Representative and by four (4) negotiation committee members from the bargaining unit. Upon their appointment the Employer shall be notified of their names in writing. The Employer shall likewise be promptly notified in writing of any changes in the negotiating committee. All negotiating sessions by the parties shall commence at mutually agreeable times.

ARTICLE 10. UNION BULLETIN BOARDS.

The Employer will provide bulletin board space in the Court House and at the Airport 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 11. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Personnel Committee Chairperson, or his 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. If such meeting is held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such special conference during their regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(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 12. 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. If such meeting is held during regular working hours, such 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 13. 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 ten (10) calendar days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, 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 a 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 ten (10) calendar 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 thirty (30) calendar days after answer at Step 2, file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Procedures. (An arbitrator may, however, be appointed by mutual agreement of the parties without necessity for arbitrator lists from FMCS, and without otherwise filing a demand for arbitration with FMCS, provided agreement to follow such procedure is mutually agreed upon within such thirty (30) 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 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.

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 subject to the limitations herein specified.

C. The expense of the arbitrator shall be shared equally between the Employer and the Union. Each party shall be liable for any expenses incurred on its own behalf.

(b) Any grievance not answered by the Employer at Step 1 within the time limits may be appealed by the Union to Step 2. Any grievance not answered by the Employer at Step 2 within the time limits shall be deemed settled on the basis of the Union's last 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. Any time limits may be extended by mutual written agreement.

(c) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, including the specific facts upon which the employee relies, and the relief sought, and shall specify the numbers of the Articles and Sections of this Agreement under which the claimant believes they are entitled to relief. The numbers of such Articles and Sections may be revised no later than Step 2. No written grievance statement may contain more than one grievance without the consent of the Employer. Any employee may process their grievance through the grievance procedure without Union representation, provided they so request, in writing, witnessed by a Union officer or steward, and further provided that any such employee's grievance answer will be given to the Union (provided it is not of a personal nature).

(d) For the purpose of computing the number of days specified at all steps of the grievance procedure, day one shall be the working or calendar day, as appropriate, following receipt of the grievance at any Step (or the working or calendar day, as appropriate, following the day the answer is given).

ARTICLE 14. DISCHARGE AND SUSPENSION.

(a) Upon the discharge or suspension of an employee (other than a probationary 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.

(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 years previously unless such infractions were for the same offense.

ARTICLE 15. SENIORITY

(a) A new Employee's probationary period will be six (6) months, 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.

(b) Seniority shall be on a departmental basis in the following departments: (1) Circuit Court, (2) District Court, (3) Probate Court, (4) Airport, (5) Parks and (6) Animal Control. Seniority will be based upon the employees most recent date of employment within the department.

ARTICLE 16. SENIORITY LISTS

(a) There will be separate seniority lists for each department. Seniority lists will show the date of most recent employment in the department, the date of hire, name and job title of all bargaining unit employees in the department who have completed their probationary period and are entitled to seniority.

(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 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 and for purposes of future revisions of such list. Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the grievance procedure.

ARTICLE 17. 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 three (3) 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 two (2) years.
- (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 for more than two (2) years, 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 certified that they are qualified to return to work.
- (j) If they willfully make a 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 18. LAYOFF.

(a) Layoff will be based upon departmental seniority within the classification. So long as the remaining employees have the required qualifications, and sufficient skill and ability, to efficiently perform all work required: temporary and probationary employees will be laid off first, with regular employees in the layoff classification thereafter laid off in the order of seniority, the least senior employee in the classification to be laid off first. For purposes of this Article, employees in the CFR Maintenance Worker/Assistant Airport Manager classification will also be deemed to

hold departmental seniority within the CFR Maintenance Worker classification.

(b) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff except in the case of emergency beyond the Employer's control (i.e. fire, accidents, acts of God, etc.) in which event such advance notice as may be reasonable in the circumstances shall be given, but in no event to delay the effective date of layoff.

(c) Grievances concerning this Layoff 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 layoff of the affected, and that such employee should not have been laid off, such employee shall be returned to work with back pay commencing at the time of improper layoff. Absent a finding by an arbitrator of bad faith on the part of the Employer, any such employee the arbitrator find should be returned to work shall be so returned effective at the start of the first pay period following any such award, and their pay shall commence on such date.

ARTICLE 19. RECALL.

(a) When the working force is increased after a layoff, employees will be recalled within the recall classification according to departmental seniority, with the most senior employee in the recall classification on layoff being recalled first, so long as such employees have the required qualifications, and sufficient skill and ability to efficiently perform all work required. For purposes of this Article, employees in the CFR Maintenance Worker/Assistant Airport Manager classification will also be deemed to hold departmental seniority within the CFR Maintenance Worker classification.

(b) Notice of recall shall be sent to the employee by certified mail, return receipt requested, addressed to their last address on record with the Employer. If the employee fails to properly notify the Employer that they will report for work on the date specified they shall be considered a quit and all seniority shall be terminated. Such notification shall be provided to the Employer by the employee within five (5) calendar days after receipt by the employee of such written notice from the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason. In proper cases exceptions may be made (for example, to permit an employee employed elsewhere to give reasonable notice to such other employer). Until the recalled employee returns the Employer may fill such vacancy in any manner permitted by this agreement.

(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 shall be returned to work with backpay 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 shall be so returned effective at the start of the first pay period following such award, and their pay shall commence on such date.

ARTICLE 20. 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 21. JOB POSTING AND BIDDING PROCEDURES.

(a) Promotions within the bargaining unit may be made on the basis of seniority. Job vacancies will be posted for a period of ten (10) working days, setting forth the minimum requirements for the position, in a conspicuous place in the department. Employees interested shall apply within such ten (10) day 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 four (4) weeks of the date the employee assumes the new position, transfer the employee to their former position upon written notice to the employee and the steward of the reasons for such transfer.

(c) Employees promoted to a higher classification shall receive the rate of pay of the first step of the new classification representing a pay increase in the classification to which they are promoted, as of the date of commencement of the duties thereof.

(d) During the trial period employees will receive the rate of the job they are performing.

ARTICLE 22. WORKING HOURS, SHIFTS AND HOURS.

(a) This Article is intended to define the normal shifts and normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week.

(b) 1. The regular working hours for full-time Courthouse employees will consist of seven and one-half (7-1/2) hours per day, Monday through Friday. The normal daily hours for courthouse employees (excluding the District Court) will be 8:00 a.m. through 4:30 p.m., with a one (1) hour unpaid lunch period from noon to 1:00 p.m.

2. Airport employees, and the Animal Control Officer, will normally be scheduled forty (40) hours per week. Specific hours for airport employees will be scheduled by the assistant airport manager or department head, in a manner and at times acceptable to the department head, as necessary to meet the needs of the airline(s) and airport service. Full-time airport employees will normally receive a one-half (1/2) hour paid lunch included in their working day.

(c). It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary to provide proper service to the public, and efficient operations by the Employer. Such regular starting times for full-time employees may be modified by the Employer, in its discretion, by up to one (1) hour. Lunch periods may similarly be modified by the Employer provided such unpaid lunch breaks shall be at least one-half hour, and not longer than one hour. Any greater schedule changes must be by mutual consent of the employee(s) and their department head.

(d) Employees may take a 15 minute break in the A.M. and also a 15 minute break in the P.M. (or the first half and second half of their regular shift, whichever may apply) not to interfere with the operation of the office/department.

(e) An employee who is sent home due to lack of work shall be guaranteed a minimum of two (2) hours pay.

ARTICLE 23. TIME AND ONE-HALF AND COMPENSATORY TIME.

(a) (1) For employees regularly scheduled to work thirty-seven and one-half (37-1/2) hours per week, rather than forty (40) hours per week, for hours actually worked during the week in excess of such thirty-seven and one-half (37-1/2) hours, but less than forty (40) hours, the employee will receive compensatory time off as provided below.

(2) Unless compensatory time is given as provided below, time and one-half will be paid as follows:

(i) for all hours actually worked over forty (40) per week:

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

(b) Compensatory time off will be given by the Employer as provided in paragraph (a) (1) above, or may be taken upon mutual agreement of the employee and the Employer as provided in paragraph (a) (2) above, in lieu of overtime compensation. Employees may accrue a maximum of two hundred forty (240) hours of compensatory time (representing one hundred sixty (160) hours of overtime actually worked). Upon reaching such limits the employee will receive cash for hours of overtime worked in excess of such maximum accrual. Compensatory time off may be taken by the employee at a time mutually agreeable to the employee and their department head in increments of not less than 1/2 hour. Employees will be allowed to use accumulated compensatory time off within a reasonable period after requesting the use of such time unless to do so would unduly disrupt the Employer's operation. Payment for compensatory time off will be at the employee's regular rate existing at the time the employee receives the payment. Upon termination of employment (voluntary or involuntary, including retirement or death), an employee who has accrued compensatory time off will be paid for unused compensatory time at the higher of their final regular rate or their average regular rate during the last three years of employment.

Should an employee accumulate in excess of seventy-five (75) hours of comp time on the books, and should they thereafter elect payment for overtime in lieu of additional accumulation of comp time, the Department Head may require the employee to use accumulated comp time to drop them sufficiently below the seventy-five hours to permit expected additional comp time earned to be used rather than paid. Example: An employee with one hundred (100) hours of accumulated comp time elects to receive pay in lieu of future accumulation of comp time. The Department Head may require the employee to use sufficient accumulated comp time to drop their accumulated comp time sufficiently below seventy-five (75) hours to assure that further expected comp time can be scheduled, and taken, in a manner to avoid actual payment of overtime.

(c) (1) If an employee has at least seventy-five (75) hours of accumulated compensatory time off ("comp time") on the books they may elect pay in lieu of additional comp time accumulation. Once such election has been made, any additional comp time (in excess of the amount on the books at the time of such election) will be paid rather than accumulated, until such time as the employee again elects to accumulate their comp time.

(2) The Department Head may require an employee to use accumulated comp time, within a reasonable period, in such amount as may be necessary to avoid payment of wages in lieu of additional accumulation of comp time.

(d) 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.

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification, including job duties, and rate structure prior to its becoming effective. If the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to discussion and, if agreement is not reached, the Employer may institute such proposed classification and rate but the Union may grieve the reasonableness of such rate directly to Step 2 of the grievance procedure.

ARTICLE 25. LEAVES OF ABSENCE.

(a) Any employee who has been employed for 6 months or more requiring a leave of absence shall make written request of the Employer for such leave. No employee with less than 6 months of seniority shall be eligible for a leave of absence. Any leave of absence granted shall be without pay and for a period of not more than four (4) months. However, a leave of absence without pay may be renewed.

(b) Any leave of absence granted hereunder shall be reduced to writing; one copy thereof shall be given to the employee, one copy shall be given to the Union steward, one copy shall be given to the Union, and one copy shall be retained by the Employer.

(c) Upon the expiration of any leave of absence granted hereunder, such leave may be reconsidered for further extension by the Employer if so requested by the employee, and such extension, if granted, shall be reduced to writing and distributed in accordance with (b) above.

(d) During the period of any type of leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in discharge without recourse.

(e) Seniority shall not be lost during any leave of absence.

(f) No benefits shall accrue for time off the job during any leave of absence.

ARTICLE 26. JURY DUTY.

Jury Duty fees will be paid to employees subject to the following guidelines:

(a) If the employee is not scheduled to work on the day(s) of Jury Duty, the full Jury Duty rate shall be paid to the employee.

(b) If the employee is scheduled to work at the time of Jury Duty, the regular salary shall be paid to the employee while engaged in Jury Duty during such scheduled hours, but the Jury Duty fees shall be turned in to the County Treasurer or no Jury Fee check will be issued.

ARTICLE 27. PAID SICK LEAVE.

(a) Employees with seniority 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 requiring the employee's immediate presence. Employees may schedule doctor or dentist appointments during working hours with the approval of their department head and may use accumulated sick leave for such purpose.

(b) Employees will not normally be required to furnish their Employer with doctor's certificates attesting to an illness of the employee (or their spouse or child) of less than three (3) days.

(c) Employees shall be allowed to accumulate unused sick leave up to 110 days.

(d) Upon termination of employment, employees shall be paid at 25% of their regular shift hours at straight time rate for each unused sick day then accumulated. Upon retirement from employment, employees shall be paid 50% of their regular shift hours at straight time rate for each unused sick day then accumulated, subject to a maximum of 100 days.

(e) The Employer shall, on the anniversary date of the contract, advise each employee of the number of accumulated, unused sick days the employee has credited to their sick leave account.

(f) 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, paid sick leave to be based upon the employee's period of actual disability.

ARTICLE 28. FUNERAL LEAVE.

(a) When death occurs in an employee's immediate family, i.e., mother, father, mother-in-law, father-in-law, grandparents, step-parents, legal guardian, spouse, brother, sister and children of the employee, the employee shall be granted up to three (3) days off to attend the funeral. Two additional days shall be granted to employees traveling out of the State of Michigan to attend the funeral, without pay, if so requested. The employee excused from work under this paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of computing overtime.

ARTICLE 29. HOLIDAY PROVISIONS.

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

(1) New Year's Day; Memorial Day; Christmas Eve; Christmas - to be taken on the succeeding Monday (or, for Christmas Eve, on the preceding Friday) when the holiday falls on Saturday or Sunday; Independence Day - to be taken on the preceding Friday if the holiday falls on a Saturday, and to be taken on the following Monday if the holiday falls on a Sunday.

(2) Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Washington's Observance Day; Columbus Day; Veterans Day - to be paid only when the holiday falls on a regular work day.

(3) One-half day holiday shall be granted on Good Friday and New Year's Eve - to be granted the Friday preceding if the holiday falls on Saturday or Sunday.

(4) Two days of each employee's choice, with the authorization of the employee's department head, will be granted as a holiday, so long as the functioning of the department is not disrupted. Such personal leave day must be used in the year earned, and cannot be carried over to the following year. Employees must successfully complete their probationary periods before being eligible to receive personal days.

(5) Employees regularly assigned to airport duty shall not observe the day after Thanksgiving, Washington's Observance Day, Columbus Day, Christmas Eve, Good Friday, and New Year's Eve (one-half day) as paid holidays, but, in lieu thereof, another day off will be mutually agreed upon by each individual employee and their department head as the day upon which such employee will observe such holidays (full day or half day), and such agreed upon days (or half days) will be deemed holidays for such individuals.

(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 part-time and regular full-time employees will earn credits toward vacation with pay in accordance with the following schedule. The indicated number of hours of vacation (prorated as hereafter provided) will be deemed earned as of the end of the

employee's anniversary year (the twelve month period following the employee's date of employment).

Number of Completed Years Continuous Service	Maximum Number of Hours Vacation to Which Entitled As Of End of Anniversary Year.
At least one year but less than two years:	40
At least two year but less than seven years:	80
At least seven years but less than fifteen years:	120
Fifteen years or more:	160

(b) An employee to be eligible for a vacation in any calendar year must have one year or more of continuous service and must have actually worked at least one thousand forty (1040) hours during the twelve (12) month period preceding the anniversary date of their employments.

(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 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) Regular full-time and regular part-time employees who have been paid (excluding overtime) less than two thousand eighty (2,080) 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 two thousand eighty (2,080) 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.

(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 the employee's vacation earned, during the anniversary year prior to the year of their termination, which has not been used by them during the year in which their employment is terminated, plus the pro-rated vacation to which they would be entitled based upon hours paid during the year in which their employment is terminated. Only full days of accrued vacation will be paid.

(g) If an employee becomes hospitalized or is under the care of a duly licensed physician during their vacation, such that they are entitled to, and are paid, sick leave pursuant to the Paid Sick Leave Article, their vacation will be rescheduled. If their incapacity continues through the end of the employee's vacation year, they will be awarded pay in lieu of vacation, but such pay in lieu of vacation shall not duplicate sick pay. To the extent employees receive vacation pay for days not worked during the year, they shall not receive sick pay for the same days.

ARTICLE 31. LONGEVITY.

(a) Regular full-time and regular part-time employees shall be entitled to longevity payments, prorated as appropriate, as herein provided. Such payments shall be made on a separate check issued during the month of the employee's anniversary date each year, based upon their number of completed years continuous service at that time. Employees who have been paid (excluding overtime) less than 1950 hours in their anniversary year of accrual will receive prorated longevity, such proration to be determined (in the same manner as vacation proration) by totalling the number of hours paid to the employee (excluding overtime), dividing such sum by 2080 hours and multiplying such fraction by the amount of longevity to which they would have been entitled had they been entitled to non prorated longevity.

(b) The non prorated longevity schedule is as follows:

Number of Completed Years Continuous Service	Maximum Longevity to Which Entitled as of End of Anniversary Year
At least 5 but less than 10	200
At least 10 but less than 15	400
At least 15 but less than 20	600
20 or more	800

ARTICLE 32. INSURANCE COVERAGE.

(a) Except as otherwise provided in this paragraph, the Employer agrees to pay the full premium for health insurance coverage for each regular full-time employee and their family in accordance with the insurance coverage agreement with the carrier, the choice of the carrier to be at the discretion of the employer provided the benefits remain substantially equivalent to, or better than, those currently provided. Any annual increase in health insurance costs exceeding the 1989 base year rates (Single - \$1,675.80; Two Person - \$3,628.68; Family - \$4,042.80) taken in aggregate plus 10% for each year thereafter shall be paid by the employee. Said payment shall be permitted to be made through a revision in health care coverage whereby premiums are reduced below the limitation provided for herein by mutual agreement of the parties.

(b) In the event the health insurance premium exceeds the cap causing an out-of-pocket expense for the bargaining unit employees, the parties agree to reopen the contract on the health insurance provision(s) only, to discuss any potential cost savings alternative to avoid the out-of-pocket expense. It is further understood that in the event the issue has not been resolved, through negotiations, by the time the increased premium takes effect, the amount of premium that exceeds the cap will be withheld through payroll deduction unless altered by an agreement between the parties.

(c) For each regular full-time employee, and their family, the Employer agrees to pay the full premium for dental insurance coverage, in accordance with the insurance agreement with the carrier, the choice of the carrier to be at the discretion of the Employer provided the 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 \$5,000, the choice of the carrier to be at the discretion of the Employer.

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

(f) 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.

(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) 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.

(i) 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.

(j) If employees wish to continue coverage during periods when the Employer's obligation does not exist they shall have the 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 nonpayment of necessary premiums.

(k) Family Continuation Riders, where applicable, will continue to be available at the Employer's expense for employees whose anniversary dates are prior to 1/1/90. For employees hired on 1/1/90 or thereafter, Family Continuation Riders will be available at the employee's option provided that the employee pays the full costs of said Riders.

(l) Employees electing to not be covered by the County's health insurance plan will be paid an annuity of \$100 per month through contributions to a deferred compensation plan. Employees choosing this option may elect to be enrolled in a Free Standing Benefit Program which includes Dental, Vision, and Drug Rider Coverage with said program to be paid for by the Employer.

ARTICLE 33. 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 34. 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 Bargaining Committee, 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 Bargaining Committee 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 September 1, 1985, shall maintain residency within Dickinson County as a condition of continued employment. New hires shall become residents of Dickinson County within sixty (60) days of hiring. 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 (to the extent such examinations may legally be required by 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 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 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 expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

ARTICLE 35. RETIREMENT AND RETIREE BENEFITS

(a) The pension provisions now in effect for employees covered by this Agreement, or substantially equivalent provisions, shall be continued.

(b) As it has in the past, the Employer will continue payment of premiums for supplemental health insurance coverage for qualified retirees, in accordance with the insurance coverage agreement with the carrier, the choice of the carrier to be at the discretion of the Employer provided the benefits remain substantially equivalent to, or better than, those currently provided.

(c) In 1990, the Employer shall provide the MERS F50 Retirement Rider at no cost to the Employee.

(d) In 1991, the Employer shall provide the MERS Benefit Program E-2 at no cost to the Employee.

(e) In 1992, the MERS Benefit Program B-3 shall be implemented with the costs of adding said benefit to be paid by the Employee by way of a payroll deduction in the amount of 1% of salary with the balance of the cost of said benefit to be paid by the Employer.

ARTICLE 36. JOB CLASSIFICATIONS, PAY GRADES AND RATES

I. Job Classifications & Departments (Offices)	Grade
Airport Department:	
CFR Maintenance Worker/Assistant Airport Manager	10
CFR Maintenance Worker	07
Animal Control Department:	
Animal Control Officer	09
Circuit Court:	
Judicial Secretary	09
District Court:	
District Court Probation Officer	MP04
District Court Clerk	10
Department Assistant	06
Secretary II	06
Probate Court:	
Register of Probate	12
Juvenile Probation Officer	MP04
Deputy Register of Probate	06

Wages:

1993: The salary schedule shall be revised to reflect a wage increase of 5% at each step of each classification effective 1/1/93.

1994: Each step in each classification will be adjusted to reflect the average labor market movement using the methods prescribed in the Morley Study with the floor for said movement to be 4%.

1995: Each step in each classification will be adjusted to reflect the average labor market movement using the methods prescribed in the Morley Study with the floor for said movement to be 4%.

The 1993 wage increase shall be retroactive for those employees on the payroll as of the date of union ratification (1/27/93).


ARTICLE 37. TERMINATION AND MODIFICATION.

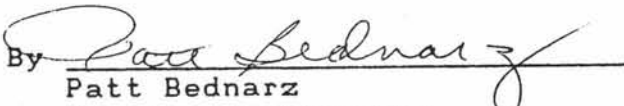
(a) This Agreement shall continue in full force and effect until midnight, December 31, 1995, and for successive yearly periods thereafter unless notice is given in writing by either the Employer or the Union to the other at least sixty (60) days prior to the expiration date, or any anniversary date 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 Council #25, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, to the Dickinson County Board of Commissioners, Dickinson County Courthouse, Iron Mountain, Michigan, 49801 or to such other address as the Union or the Employer may designate in writing.

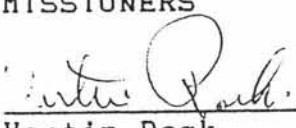
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LOCAL 1196, COUNCIL #25,
AFSCME, AFL-CIO

By 
Peter J. Dompierre
Council Staff Representative

By 
Patt Bednarz
Chapter Chairperson

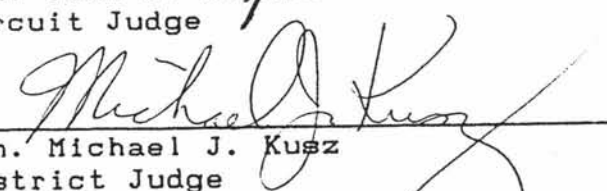
DICKINSON COUNTY BOARD OF
COMMISSIONERS

By 
Vertin Rock
Board Chairman

By 
William H. Marchetti
Controller

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


Hon. John D. Payant
Circuit Judge


Hon. Michael J. Kusz
District Judge


Hon. Robert G. Foster,
Probate Judge