

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BARAGA COUNTY BOARD OF COMMISSIONERS

AND

**BARAGA COUNTY COURTHOUSE EMPLOYEES'
CHAPTER OF LOCAL #1139**

Affiliated With

MICHIGAN COUNCIL #25

AFSCME, AFL-CIO

Effective: January 1, 2011

Expiration: September 30, 2012

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LABOR AGREEMENT

This AGREEMENT is effective as of the 1st day of January, 2011, between the Baraga County Board of Commissioners (hereinafter referred to as the "COUNTY") and the Baraga County Courthouse Employees' Chapter of Local No. 1139, affiliated with Michigan Council #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 COUNTY, the employees, and the UNION.

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

To these ends the COUNTY 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 COUNTY 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 COUNTY 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 Deeds Offices, Deputy Treasurers, Clerk in County Equalization Office, Clerk/Hire in County Extension Office, and Custodian, 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 week on 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 Articles. 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 COUNTY, 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 (1040) 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 COUNTY and the UNION. Temporary employees may be laid off, suspended or discharged as exclusively determined by the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY'S time, or engage other employees in UNION activity while such employees are on the COUNTY'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 COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY shall provide this service without charge to the UNION.

ARTICLE 7: REPRESENTATION FEE CHECK OFF.

(a) The COUNTY 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 COUNTY 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 the expiration of this contract or as

otherwise provided by law. The termination notice must be given both to the COUNTY 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 COUNTY shall provide this service without charge to the UNION.

ARTICLE 8: AUTHORIZATION FORM

Dues Authorization Form

COUNTY: _____

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

- An amount established by the UNION as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee. The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local _____ . Date started UNION position:

Please print clearly and firmly

First Name Middle Initial Last Name

Address

City, State and Zip

Telephone Number Social Security Number

Signature

This portion to be completed by Drive to Survive Activist

Drive to Survive

Signed up by: _____ Telephone Number _____

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 COUNTY, and each month thereafter during the existence of such authorization.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar months 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 COUNTY 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 COUNTY will be notified, in writing, of the names of such Steward and alternate(s).

(b) So long as it does not interfere with the COUNTY'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 COUNTY.

(c) Employees covered by this AGREEMENT will be represented in negotiations by negotiating committee members. The COUNTY 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 COUNTY will provide bulletin board space in the Courthouse 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, prior approval by the COUNTY, but no other notices shall be posted thereon without the prior written approval of the COUNTY.

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 include in the

agenda. Conferences shall be held at a mutually agreeable time.

(b) The UNION representatives may meet at a place designated by the COUNTY on the COUNTY'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 the representatives of the COUNTY 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 COUNTY in encouraging employees to observe safety rules and regulations prescribed by the COUNTY 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 COUNTY. 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 COUNTY (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. In the event that the Union or the aggrieved employee wish to carry the matter further, they shall file a written request with the County Clerk within ten (10) working days after the Department Heads response to Step 1 to arrange a meeting between the department head, County Clerk, aggrieved employee and representatives of the Union for the purpose of attempting to resolve the grievance. Said meeting shall occur within fifteen (15) working days of the Employers receipt of the written request to arrange a meeting. The Employer will respond with a written disposition of the grievance within ten (10) working days of the meeting. Said written disposition shall be addressed to the aggrieved employee, with copies provided to the Chapter Chair and the Council Staff Representative.

(3) Step 3. ARBITRATION. If the grievance remains unsettled, and the UNION or COUNTY 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.)

1. The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this AGREEMENT insofar as it shall be necessary to the determination of the merits of such grievance, but the arbitrator shall not have jurisdiction or 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 COUNTY) 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 COUNTY 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 COUNTY. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument based upon 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 COUNTY and the UNION, except in cases involving similar issues where a previous award was in the UNION's favor, the COUNTY shall pay the full cost of the arbitration.

A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be canceled. 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 COUNTY 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 COUNTY'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 COUNTY 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 unit employee if the Steward and alternate are not readily available) and the COUNTY will make available an area where they may do so before they are required to leave the property of the COUNTY (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 COUNTY's facilities and operations). If the employee and/or Steward so requests, the COUNTY, 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 COUNTY 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 COUNTY of such disciplinary action.

(d) In imposing any discipline or discharge on a current charge, the COUNTY 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 90 calendar days, but such probationary period may be extended by mutual agreement, in writing, between the COUNTY 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. Regular part-time employees' seniority will be based on hours actually worked.

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

(d) Notwithstanding their position on the seniority list, the Unit Chairperson 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 the name, in the place provided, or shall file a written, signed objection to the revision with the COUNTY. 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 COUNTY 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 COUNTY.

(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 COUNTY, by certified mail, return receipt requested, addressed to the employee's last address on record with the COUNTY.

(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 COUNTY 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. Seniority employees affected by a layoff may exercise their seniority to bump other bargaining unit employees.

(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 exception 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 COUNTY of its intention to take specific action, should an arbitrator find the COUNTY 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 COUNTY, 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 COUNTY, 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 COUNTY, and shall retain all rights accrued for the purposes of any benefits provided by this AGREEMENT. Employees who are not re-transferred 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 COUNTY and the UNION.

ARTICLE 22: JOB POSTINGS AND BIDDING PROCEDURES.

(a) Promotions within the bargaining unit may be made on the basis of qualifications, 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 COUNTY deems the employee's performance in the new position to be unsatisfactory, the COUNTY may, within the first twenty (20) days actually worked on the new job, re-transfer 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 COUNTY and the UNION. If the employee is re-transferred the COUNTY may fill the vacancy as above provided, without re-posting, from the applicants for the original posting.

(c) Any permanent vacancy created in the employee's former classification, which the COUNTY 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. The normal working hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday. However, Elected Officials and/or Department Heads reserve the right to modify work hours as needed and upon agreement of the employee involved.

(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 COUNTY will notify the UNION of the job description, including job duties and rate structure, prior to its becoming effective. If the UNION notifies the COUNTY that it does not believe the classification and rate are proper, the parties will discuss the matter. If agreement is not reached, the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY.

(c) Upon expiration of any leave of absence, or extension, the COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY 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 eighty (80) 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 COUNTY, 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 COUNTY 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 five (5) working days with pay per occurrence 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, stepparents, brother, sister, wife, husband, son, daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren or a member of the employee's household.

An employee will be allowed three (3) working days with pay per occurrence 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.

Upon approval of the Department Head additional leave may be granted.

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 Eve

Christmas Day

New Years Eve

(2) Two (2) personal days in exchange for Lincoln's Birthday and Columbus Day. One additional personal day after January 1, 1996.

- 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 Wednesdays- 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 COUNTY.

(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).

1 full year	5 work days
2 years to 4 full years	10 work days
Start of 5th-9 full years	15 work days
Start of 10th-14 full years	20 work days
Start of 15th- 18 full years	additional 1/2 day each year
Start of 19 th - on	additional 1 day each year

(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 COUNTY 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 COUNTY (in which event the employee and the COUNTY shall mutually agree upon the period during which such carryover 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 COUNTY 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 pro-ration being determined by totaling the number of hours paid to the employee (excluding overtime), dividing such sum by one thousand eighty 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 schedule is as follows:

Starting date through end of calendar year	1/2% of annual salary
Start of 2nd to 4 full years	1%
Start of 5th to 9 full years	2%
Start of 10th to 14 full years	3%
Start of 15th to 19 full years	4%
Start of 20th to 24 full years	5%
Start of 25th to 30 full years	6-1/2%
Start of 31st year	7%

(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 COUNTY agrees to pay the full premium for health insurance, family coverage, Community Blue PPO Plan 1, RX \$10/\$40 MOPD, the choice of carrier to be at the discretion of the COUNTY provided benefits remain substantially equivalent to, or better than, those currently provided. In the

event the County purchases a higher deductible health insurance plan they will fund the deductible amounts so the employees pay no deductibles.

(b) For each eligible regular full time employee, the COUNTY agrees to pay the full premium for dental insurance, family coverage, Traditional Plus Dental Plan 2, the choice of carrier to be at the discretion of the COUNTY provided benefits remain substantially equivalent to, or better than, those currently provided.

(c) For each eligible regular full time employee, the COUNTY agrees to pay the full premium for vision care insurance, family coverage, VSP Vision, the choice of carrier to be at the discretion of the COUNTY provided benefits remain substantially equivalent to/ or better than, those currently provided.

(d) For each regular full time employee, the COUNTY agrees to pay the full premium for group term life insurance coverage, in accordance with the insurance AGREEMENT with the carrier, face value of \$10,000 the choice of carrier to be at the discretion of the COUNTY.

(e) If the COUNTY 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 COUNTY 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 COUNTY may elected to be paid \$500.00 per "month" (calendar month or other "month" for which health insurance premiums are paid to the insurance carrier) in lieu of payment by the COUNTY 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 COUNTY be required to pay the employee during any month for which the COUNTY 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 full paid by the COUNTY) 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 COUNTY 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 COUNTY'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 COUNTY pay premiums on their behalf for dental and/or vision care benefits which 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 COUNTY'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 COUNTY 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 COUNTY. The COUNTY 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 beginning at age sixty (60) with fourteen (14) years of continuous service with the County work force, the County will pay hospitalization premiums for three (3) years. However, when a retiree qualifies for Medicare the COUNTY will pay for Medicare Supplement. Coverage is intended for the entire family. This provision does not apply to anyone retiring before age sixty (60) 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 the employment or commencement of layoff with the County. Other fringe benefits shall cease to accrue as of the date of layoff.

(l) In the event the health insurance premiums increase more than twenty five percent (25%) the parties agree to reopen and discuss health insurance coverage. In the event the parties cannot agree to modifications employees agree to pay ten dollars (\$10.00) per month toward the health insurance premiums.

(m) The COUNTY, 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 COUNTY hereunder shall be payment of the insurance premiums. If the COUNTY 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 COUNTY, prior to ceasing such premium payments. If any dispute should arise concerning whether the COUNTY is obligated to pay premiums for the employee, the employee must arrange for continuance of insurance coverage, if they so desire through the COUNTY's group policy if available, the sole

remedy against the COUNTY 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 COUNTY, and must keep the COUNTY informed of any changes in their family, coverage desire, 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 COUNTY (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 COUNTY's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The COUNTY will notify insurance carriers of changes requested by employees within a reasonable period following notice to the COUNTY. 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 COUNTY will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of premiums is that of the employee the COUNTY 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 COUNTY 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: RETIREMENT.

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

ARTICLE 37: GENERAL PROVISIONS.

(a) It is the continuing policy of the COUNTY 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 COUNTY 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 COUNTY and the UNION is binding on all employees affected and cannot be changed by any individual.

(c) Employees shall immediately notify the COUNTY, 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 COUNTY 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.

(d) Any employee who fails to provide the COUNTY 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 COUNTY, to work their normal schedule during such entire fourteen (14) days period, shall forfeit any and all rights they might otherwise have to accrued benefits pursuant to the provisions of this AGREEMENT.

(e) Every employee must have such physical examinations from a doctor of the COUNTY'S choice as are reasonably required from time to time at the expense of the COUNTY. If the employee is not satisfied with the results of the COUNTY'S doctor, and dispute arises, the employee may go to a doctor of their choosing at no cost to the COUNTY and if the dispute continues the COUNTY 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.)

(f) 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 subject 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 COUNTY 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.

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

ARTICLE 38: SUPPLEMENTAL AGREEMENTS.

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

ARTICLE 39: POWER OUTAGES - SEVERE CLIMATIC CONDITIONS.

The Chair of the County Board (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 employees' accumulated vacation or sick leave.

ARTICLE 40: CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this AGREEMENT the COUNTY 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 41: CONSOLIDATION OR ELIMINATION OF JOBS.

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

ARTICLE 42: TRAVEL ALLOWANCE.

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 43: 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 COUNTY'S expense, for a maximum of six (6) months.

ARTICLE 44: TEMPORARY AND GOVERNMENTAL PROGRAM EMPLOYEES

(a) The COUNTY 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 COUNTY 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 45: WAGES.

Wage Scale for all employees (Deputy, Clerk, Custodian).

<u>DOH</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$11.35	\$12.34	\$13.33	\$14.32	\$15.31	\$16.30

The Employer agrees to pay a \$3,750.00 annual stipend to the Michigan Certified Assessing Officer position. In order for the Michigan Certified Assessing Officer to receive the stipend, job duties, as set forth in the job description, must be performed to the Equalization Director's specifications. The employer will pay such stipend the last payroll of each fiscal year effective the 2011-2012 fiscal year.

ARTICLE 46: TERMINATION AND MODIFICATION.

(a) This AGREEMENT shall continue in full force and effect until midnight, September 30, 2012 and for successive yearly periods thereafter unless notice is given in writing by either the COUNTY or the UNION to the other at least one hundred eighty

(180) 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, AFSCME, 710 Chippewa Square, Marquette, Michigan 49855; and if the COUNTY, to the Baraga County Board of Commissioners, Baraga County Courthouse/ L'Anse, Michigan 49946 or to such other address as the UNION or the COUNTY 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

Kem Letic
Kathryn Edwards

BARAGA COUNTY BOARD OF
COMMISSIONERS

Michael K...
William C. R...
Pete Baker
John E. Lala
of M...

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

Wendy J. Duda
County Clerk/ Register of Deeds
Arne J. H...
County Treasurer

**LETTER OF AGREEMENT NUMBER ONE
BETWEEN
THE BARAGA COUNTY BOARD OF COMMISSIONERS
AND
THE BARAGA COUNTY COURTHOUSE EMPLOYEES' CHAPTER OF
LOCAL 1139, COUNCIL 25 A.F.S.C.M.E., A.F.L.-C.I.O.**

The parties hereto agree to the following, which shall be made part of the current Agreement by attachment and which shall remain in full force and effect during such term:

Should the Sheriffs Deputies and Corrections bargaining units adopt the three-tier drug card anytime during the term of this Agreement, the parties agree to open the contract to negotiate Article 32 and Article 35 within sixty (60) days of the adoption.

Dated this 13th day of June, 2011.

FOR THE UNION:

Kim Fedie
Kathryn Edwards

FOR THE COUNTY:

Michael [unclear]
William C. Kelly
Pete Kahl
Daryl Eilala
of Menominee

**LETTER OF AGREEMENT NUMBER TWO
BETWEEN
THE BARAGA COUNTY BOARD OF COMMISSIONERS
AND
THE BARAGA COUNTY COURTHOUSE EMPLOYEES' CHAPTER OF
LOCAL 1139, COUNCIL 25 A.F.S.C.M.E., A.F.L.-C.I.O.**

The parties hereto agree to the following, which shall be made part of the current Agreement by attachment and which shall remain in full force and effect during such term:

The employer, in a non-precedent-setting manner, will allow Lisa, whose MSU Extension Office position was recently reduced from 35 hours/week to 17.5 hours/week, to bump into 17.5 hours/week of the Custodian position (using her seniority) in order to maintain full-time status.

The parties agree that this arrangement is subject to a 120-day trial period to determine whether the needs of the employer will continue to be met. In the event that after the trial period has expired it is determined that the arrangement does not meet the needs of the employer, the parties will meet to consider alternative solutions.

Dated this 13th day of June, 2011.

FOR THE UNION:

Kim Fedie
Kathryn Edwards

FOR THE COUNTY:

Michael Sedman
W.C. Bell
Pat Kern
John P. Jala
W. M. M. M.