

2008 - 2009 - 2010 - 2011

EMPLOYEE'S CONTRACT

between

DICKINSON COUNTY

and

U.P. LABOR UNION

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AGREEMENT

This agreement is between the Dickinson County Board of Commissioners, Dickinson County Prosecuting Attorney, Dickinson County Clerk, Dickinson County Treasurer, and Dickinson County Sheriff (hereinafter collectively referred to as the Employer) and the U.P. Labor Union (hereinafter referred to as the Union).

PURPOSE AND INTENT: The purpose and intent of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community and State. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

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

All full-time and regular part-time employees including secretarial/clerical employees, investigators, custodial and maintenance employees and the Assistant Equalization Director.

Excluded from the above described collective bargaining unit shall be the Equalization Director, Parks Manager, Civil Defense Director, Controller/Administrator and all other supervisors as defined by law, one Executive Secretary, contractual employees, 4-H Assistant and all other employees employed in or by the County of Dickinson, Michigan.

For the purpose of this Agreement, a temporary employee is any employee hired for a specific term of one year or less, and a regular employee is any employee hired for an unspecified term or a term in excess of one year. No temporary employee shall be hired if such hiring will result in the reduction of the hours of work of any regular employee.

The term "employee" or "regular full-time employee" as used in this Agreement includes employees who have completed their probationary period, or who have remained employed in excess of the temporary period herein defined, who are regularly scheduled to work an average of at least thirty-two (32) 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. For employees hired after January 1, 2008, and for retired employees who return to work or have returned to work for Dickinson County, the term "part-time employee" or "regular part-time employee" as used in this Agreement shall include those employees who are regularly scheduled to work at least 60% of the regular work week but less than 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, prorated vacation,

prorated personal leave days, funeral leave and prorated holidays to the extent specifically provided by this Agreement. Employees scheduled to work an average of less than 60% of the work week shall have no rights under this Agreement. The Employer cannot replace a current full-time employee with two part-time employees without the consent of the Union.

ARTICLE 2 AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor organization which purports to engage in collective bargaining or make any agreement with any such labor organization for the purpose of undermining the Union.

ARTICLE 3 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion on all of the following matters, except as provided in this Agreement, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following, except as otherwise provided in this Agreement:

- To manage all of the Courthouse departments generally.
- To decide the number and location of facilities.
- To decide all machines and equipment to be used.
- To decide the services to be provided and the manner of providing them.
- To decide the work to be performed.
- To move or remove a facility or any of its parts to other areas.
- To decide the method and place of providing its services.
- To determine the schedules of work.
- To maintain order and efficiency in its facilities and operations.
- To hire, lay off, assign, transfer and promote employees.
- To determine the qualifications of employees.
- To determine and re-determine job content.
- To determine the starting and quitting time.
- To determine the number of hours to be worked.
- To make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective, efficient or economic operation of all of the Courthouse departments and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.
- To discipline and discharge employees for cause.
- To control its properties, equipment and materials.
- To purchase the services of others.

The Employer shall have the foregoing rights and powers and all other rights and prerogatives including those exercised unilaterally in the past and those vested in the judiciary by the common or statutory law, the Constitution of the State of Michigan and of the United States. However, these rights shall be not exercised in violation of any provision of this Agreement.

ARTICLE 4 UNION SECURITY

- (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 dues and initiation fees uniformly charged for membership 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 dues and initiation fees required for membership commencing thirty (30) 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 dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) The Employer agrees to the Union providing new hires with copies of the collective bargaining agreement.

ARTICLE 5 DUES CHECK OFF

- (a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see attachment), provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- (b) Dues and fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and honor certification 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 Union and/or initiation fees.

ARTICLE 6 SAVE HARMLESS

In the event the Employer acting on the request of the Union discharges or attempts to discharge an employee for failure to comply with the provisions of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provision of this Agreement.

ARTICLE 7 REMITTANCE OF DUES AND FEES

- (a) **When Deductions Begin:** Check-off deductions under all properly executed authorizations for a 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 and each month thereafter.
- (b) **Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to the designated officer of all employees from whom deductions have been made, no later than the 10th day of the month following the month in 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.**
- (d) **Termination of Check-Off:** An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- (e) **Disputes Concerning Membership:** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 8 UNION RESPONSIBILITIES

The Union agrees that its members will use their best efforts to protect property and the interests of the Employer and will cooperate with the Employer in the performance of their duties.

ARTICLE 9 CAPTIONS

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

ARTICLE 10 STEWARDS AND ALTERNATE STEWARDS

There shall be one steward and one alternate steward. The alternate steward shall only perform the duties of the steward when the steward is absent from work.

ARTICLE 11 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Steward and the Employer, or its designated representative, upon the request of either party. Such meeting shall be between not more than two (2) representatives of the Union and two representatives of management.

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 agreed upon time. The members of the Union shall not lose pay for time spent in such special conferences. This meeting may be attended by a representative of the Union.

ARTICLE 12 GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 13 GRIEVANCE PROCEDURE

- (a) Grievances within this Agreement are disputes, claims or complaints arising out of and during the terms of this Agreement and filed by the authorized steward in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this agreement. When writing a grievance the articles believed to be in violation are to be named.
- (b) The Employer will answer in writing grievances presented to the Employer in writing by the Union.
- (c) All grievances shall be submitted by the aggrieved employee to the authorized steward in the bargaining unit. In the case of a group or unit grievance a written grievance may be submitted by the Union through its authorized representative.
- (d) All grievances must be presented in writing by the steward to the immediate supervisor within ten (10) working days of its occurrence or notice of its occurrence to the aggrieved party in order to be a proper matter for the grievance procedure.
- (e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of management's last answer.
- (f) If the Employer does not answer the grievance on time the grievance may be moved to the next step in the grievance procedure.

ARTICLE 14 PRESENTING A GRIEVANCE

Any employee having a grievance shall present it to the Employer as follows:

- Step 1:
 - (a) If an employee has a grievance he shall discuss the grievance with the steward for a period of time not to exceed one-half hour, without loss of pay.
 - (b) The steward may discuss the grievance with the immediate supervisor.
 - (c) If the matter is not thereby disposed of, it will be submitted in written

form by the steward to the appropriate department head who will answer the grievance, in writing, within three (3) working days.

- Step 2: If the answer at Step 1 is not satisfactory to the Union it shall be presented in writing by the Union Steward to the County Controller within seven (7) working days after the Department Head's response is due. The County Controller and the Union shall within fifteen (15) days arrange a meeting with the purpose of resolving the dispute or disputes.
- Step 3: If the Union finds the Controller's written answer to a grievance to be unsatisfactory, within ten (10) working days the grievance shall be referred to the Personnel Committee of the County Board of Commissioners.
- Step 4: In the event the Union deems the response of the County Board of Commissioners to be unsatisfactory, it may, within five (5) working days of receipt of notice of that response submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreements, or to rule on any matter not arising while this Agreement is in full force and effect between the parties. The decision of the arbitrator shall be final and binding upon the Union, its members, any aggrieved employee or employees and the Employer.

All expenses and charges of the arbitrator shall be shared between the Union and the Employer, with the winner paying forty percent (40%) and the loser paying sixty percent (60%). Each party shall be liable for any expenses incurred on its own behalf.

In the event the Union receives no response from the County Board of Commissioners within 30 days of the submission of a grievance to the Personnel Committee, it may submit the grievance to final and binding arbitration within five (5) working days thereafter.

ARTICLE 15 WITHDRAWAL OF CASES

After a grievance has been referred to final and binding arbitration, the grievance may not be withdrawn by either party except by mutual consent.

ARTICLE 16 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE 17 DISCHARGE AND DISCIPLINE

- (a) The first six (6) months of employment shall be considered a probationary period

with all employees within their first six (6) months of employment deemed probationary employees. 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.

- (b) The Employer shall not discharge or suspend any employee who has successfully completed his probationary period without just cause. Discipline shall be progressive where circumstances reasonably permit progressive discipline. The discharge notice must be in writing and a copy given to the employee and the Union. In the event the employee feels that his discharge or penalty is unjustified, he must notify his steward, in writing, and the steward, in turn, must file a written grievance within five (5) working days. In the event the employee fails to provide the notice herein required, the discharge or penalty shall be final and conclusive.

ARTICLE 18 BEREAVEMENT PAY

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 three (3) days off to attend the funeral. Two additional days shall be granted to employees traveling 250 miles or more 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 of work for purposes of computing overtime.

ARTICLE 19 SENIORITY

- (a) New employees hired in the department shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the department for seniority from the date of hire. There shall be no seniority among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.
- (c) Seniority shall be in accordance with the employees's last date of hire, on a departmental basis.

ARTICLE 20 SENIORITY LISTS

- (a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees in the unit entitled to seniority.

ARTICLE 21 LOSS OF SENIORITY

An employee may lose his seniority for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. (In proper cases, exceptions may be made. After such absence the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure).
- (d) He does not return to work when recalled from layoff as set forth in the recall procedure. (In proper cases, exceptions may be made).
- (e) Return from sick leave and leave of absence will be treated the same as (c) above.

ARTICLE 22 LAYOFF DEFINED

- (a) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off first, seniority employees will be laid off according to seniority as defined in Article 19, paragraph (c). In proper cases exceptions may be made. This article may be the subject of a special conference.
- (b) Employees to be laid off for an indefinite period of time will have at least fourteen (14) days notice of layoff.

ARTICLE 23 RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 19, paragraph (c). 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 to work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 24 PROMOTIONS

- (a) Promotions within the bargaining unit may be made on the basis of seniority. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position, in a conspicuous place in the department. Employees interested shall apply within the five (5) working days of the posting. 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 his 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) Promotions within the bargaining unit may be made from within the bargaining unit first.

ARTICLE 25 LEAVES OF ABSENCE WITHOUT PAY

- (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 six (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 4 months. However, a leave of absence without pay may be renewed.
- (b) Any leave of absence granted hereunder shall be reduced to writing and 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.

- (g) Any employee electing to take a leave of absence under the Family Medical Leave Act of 1993 (FMLA) will abide by the provisions of that Act.
- (h) Employees wishing to utilize leave under the Family and Medical Leave Act shall notify the Employer. Such notice shall be given thirty (30) days in advance when possible or as soon as reasonably possible. Employees may utilize either paid or unpaid time for leaves qualifying under the Act.

ARTICLE 26 RATES FOR NEW JOBS

When a new job classification is created, or an existing job classification is changed within the contract period, the Employer will notify the Union of the proposed classification or change and the rate to be paid, and if agreeable to the Union, shall be paid to the employee on the next available bi-weekly payroll. In the event an 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. In the event the Union does not agree that the rate is proper, the rate shall be determined by mutual agreement through good faith collective bargaining between the parties.

ARTICLE 27 EQUALIZATION OF OVERTIME

Overtime hours shall be divided as equally as possible among employees in the same classification within the department. Should the above method prove to be unsatisfactory, the parties agree to meet 90 days from the effective date of this Agreement and work out a solution.

ARTICLE 28 WORKERS' DISABILITY COMPENSATION

Each employee will be covered by the applicable Workers' Disability Compensation Law. Any work-related injury or illness will be reported immediately to the employee's department head and to the Controller who will process appropriate Workers' Compensation forms.

ARTICLE 29 WORKING RULES

The Employer reserves the right to publish and enforce from time to time work rules, policies, and regulations not in conflict with this Agreement. The Union shall have the right to grieve the reasonableness of any new work rule established by the Employer.

ARTICLE 30 WORKING HOURS

- (a) Normal working hours shall consist of not more than 7.5 hours per day and not more than 37.5 hours per week with the exception of Building Maintenance employees for whom normal working hours shall consist of not more than forty (40) hours per week.
- (b) This article shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week, nor shall it be a guarantee of pay.
- (c) Employees may take a rest period during the first four (4) hours of each work day,

not to exceed fifteen (15) minutes, and shall be entitled to a rest period during the second four (4) hours of each work day, not to exceed fifteen (15) minutes; provided, however, that each office shall be staffed at all times during the Employer's regular business hours.

- (d) An employee who is sent home due to lack of work shall be guaranteed a minimum of two (2) hours pay.
- (e) For purposes of this Agreement, members of this bargaining unit shall be known as hourly employees and shall be compensated accordingly.

ARTICLE 31 TEMPORARY ASSIGNMENTS AND TRANSFERS

- (a) The rate of pay for a regular employee temporarily assigned or appointed to fulfill the duties of a position which is in a different classification shall continue to be paid the same rate of pay as the employee was receiving prior to the temporary reassignment or appointment, provided that such assignment shall not exceed 90 calendar days.
- (b) 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 purpose 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 32 IRREGULAR PART-TIME EMPLOYEES

Irregular part-time employees may be used for the purpose of filling in as a result of absence of regular full-time or part-time employees, and other than this Article, the provisions of this Agreement do not apply to irregular part-time employees.

ARTICLE 33 SICK LEAVE

Employees with seniority shall be entitled to one paid working day per month for disabling illness which clearly prevents attendance at work.

- (a) An employee shall not be required to furnish his/her Employer with a doctor's certificate attesting to illness for less than three (3) days.
- (b) Employees shall be allowed to accumulate unused sick leave up to 100 days. Upon reaching such maximum, as an incentive to limit the use of sick leave, the Employer agrees to pay a bonus to employees who have accumulated the one hundred (100)

days of maximum sick leave. The bonus would be granted in the form of payment for 25% of the sick leave days accrued in the calendar year beyond the 100 days allowed. The 100 day limitation would remain in effect for other sick leave payoff provisions. The bonus would be granted as soon as possible after January 1st of the year which follows and shall be based on the regular hourly rate of the employee during the year in which the sick leave subject to the payoff was accrued. It is understood that with the payment of the bonus, the sick leave accumulation reverts back to the 100 day limitation on January 1st.

- (c) Upon termination of employment, for reasons other than dismissal for cause, an employee shall be paid at 25% of his/her regular shift hours at a straight time rate for each unused sick day then accumulated, subject to a maximum of 100 days. Upon retirement from employment, an employee shall be paid 50% of his/her regular shift hours at straight time rate for each unused sick day then accumulated, subject to a maximum of 100 days. Upon the death of the employee, 50% of the accumulated sick leave will be paid at the prevailing rate to the employee's beneficiary, subject to a maximum of 100 days.
- (d) 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 his/her sick leave account.
- (e) Employees having doctor or dentist appointments may schedule same during working hours with the approval of their department head with time away from work to be deducted from sick leave.
- (f) Sick leave may be used for the serious illness of an employee's spouse, child, or parents which requires the employee's immediate presence and which clearly prevents attendance at work.
- (g) Employees may donate sick leave hours to a fellow employee suffering from an extended serious health condition under the following conditions and qualifications.

For the purposes of this policy an extended serious health condition shall mean a condition which involves continuing active treatment by a physician for a chronic or long-term health condition that is incurable or so serious that, if not treated, would most likely result in death.

The determination of eligibility for sick leave donation shall be made on a case by case basis by the County Board Chairman, Vice Chairman and Controller. This policy does not apply to maternity leave or other planned leaves or job-related injuries. Employees suffering from extended serious health conditions will be eligible for sick time donations only when they have exhausted all of their own paid leave time (including sick, personal, vacation and compensatory time).

A sick leave donation form supplied by the Employer must be signed by the donating employee and witnessed prior to any hours being transferred. The maximum

donation per employee per calendar year is 40 hours and the total maximum gift to an employee is 375 hours per calendar year.

ARTICLE 34 OVERTIME

It is agreed that overtime work to be on forty (40) hours per week shall be paid at 1-1/2 time an employee's regular hourly rate of pay.

- (a) Overtime must be authorized by the department head or supervisor and must be so noted on the time card. If an employee works more than forty (40) hours in a single work week with the approval of his supervisor, he shall be paid for such excess hours at time and one-half of his current straight time hourly rate, excluding all forms of premium pay, for all hours worked in excess of forty (40) hours, or, at the employee's discretion, the employee shall receive compensatory time off at the rate of 1-1/2 the time worked.
- (b) To the extent feasible, the Employer will provide overtime equally among employees in the same classification on the same shift in the department. It is understood that the least senior employees must take the assignment.
- (c) Sick Leave used rounded up to the quarter hour shall not be counted as "hours of work" for overtime computation purposes. i.e. employees must actually work forty (40) hours per week or take other approved leave time which together with actual hours of work total forty (40) hours per week before receiving compensation or compensatory time at the rate of time and one-half.
- (d) Compensatory time shall be taken in increments of not less than one-half (1/2) hour.
- (e) Employees may accrue a maximum of 240 hours of compensatory time (representing 160 hours of overtime actually worked). Upon reaching such limit, the employee will receive cash for hours of overtime worked in excess of such maximum accrual. Upon the death of the employee all accumulated compensatory time will be paid at the prevailing rate to the employee's beneficiary.

ARTICLE 35 UNION LEAVES

Leaves of absence without pay and without loss of seniority may be granted regular stewards (this does not include alternate stewards) to attend a conference or convention of the local union. Such leaves shall be limited to one employee.

ARTICLE 36 HOLIDAY PROVISIONS

- (a) The following days shall be observed as paid holidays:
 - 1. New Year's Day; Memorial Day; Christmas - to be taken on the succeeding Monday 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 and Washington's Observance Day.
3. A one-half day holiday shall be granted on Good Friday and on New Year's Eve and a full day holiday shall be granted on Christmas Eve - to be granted the Friday preceding if the holiday falls on Saturday or Sunday.
4. Four 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. Employees hired on 1/1/90 or thereafter must successfully complete their probationary period before being eligible to receive personal days. Upon the death of the employee all accumulated personal leave will be paid at the prevailing rate to the employee's beneficiary.
5. Employees who work a holiday shall have their choice of compensatory time off at the rate of 1-1/2 times the number of hours worked or overtime pay at the rate of 1-1/2.

ARTICLE 37 RETIREMENT

- (a) The pension provision now in effect (MERS Benefit B-4 with the E2, FAC3, F50 and RS-50 Riders) shall be continued. Employees shall contribute 5.15% of the cost of the benefit in 2005, the same rate as in 2004. Effective 1/1/06 and for years thereafter unless changed through the collective bargaining process, employees shall contribute 6.15% of the cost of the benefit plan. Members of the bargaining unit shall pay their contributions by way of a payroll deduction.
- (b) Permanent part-time employees determined to be eligible for MERS benefits pursuant to MERS rules shall also be entitled to the MERS F50 Retirement Rider and Benefit Programs E-2 and B-4 subject to the same implementation dates and participation rates as provided for full time employees.
- (c)

ARTICLE 38 HOSPITALIZATION AND LIFE INSURANCE

- (1) During the term of the agreement (1/01/08 - 12/31/11), the following shall be considered the Basic Health Plan:

Community Blue Option 1, W/CB-PCM \$500, CBD \$250/\$500, CBET \$50, CB-MH 50%, CB-OV \$10, \$10/40 Rx, Basic Dental and Vision Care Coverage. (This is the 2007 Community Blue Suffix 015 with the following changes: deductible is increased to \$250/\$500 and the Rx is \$10/40).

The Employer's share of the 2008 annual premium cost for the Basic Health Plan for employees hired prior to 1/01/05 shall be:

Single	\$ 6,478.32
Two Person	\$14,576.64
Family	\$17,491.80

The amount of the premium that exceeds the Employer Share will be withheld through a payroll deduction.

For each succeeding year of the contract, the Employer Share shall be the previous year Employer Share multiplied by 108%.

Employees hired on 01/01/05 or thereafter who choose the Basic Health Plan shall pay 15% of the premium cost of the Basic Health Plan by way of a payroll deduction.

Enhanced Dental Coverage shall be an available option with 100% of the additional cost of the option paid by the Employee through a payroll deduction.

The following option shall also be available to all employees, regardless of hire date:

Flexible Blue Plan 2 Medical Coverage with Rx, \$500 Preventive Care, Mammography Benefits, Basic Dental and Vision Care coverage and Chiropractic Coverage, \$1,250/\$2500 deductible.

Effective 1/01/08, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/09, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/10 and thereafter, the Employer Share shall be up to 108% of the previous year's Employer Share. In no instance shall the Employers share exceed the premium cost plus 80% of the deductible. The Employer Share shall first be applied to the premium cost with the remainder deposited on the first workday of each year, or as soon thereafter as can be processed, into the Employee's HSA account.

Subject to IRS rules and regulations, the Employee may opt to make an additional contribution to his/her HSA through a payroll deduction.

Employees hired during the term of this contract shall have the Employer Share of the HSA contribution prorated by date of hire.

The Employer will establish and maintain a Health Savings Account (HSA) for each employee choosing coverage under the Flexible Blue 2 Plan and will pay all costs associated with the establishment and maintenance of such accounts, subject to IRS rules and regulations.

The Employer's contribution to each HSA account will be deposited on the first work day of the new year or as soon thereafter as can be processed.

At the time of this agreement, the provider of health insurance coverage is Blue Cross/Blue Shield of Michigan, but the Employer reserves the right to select another carrier provided benefits remain comparable to, or better than those currently provided.

- (2) Family Continuation Riders, where applicable, will continue to be available for employees whose anniversary dates are prior to 1/1/90, subject to the same provisions for cost sharing as previously stipulated for health care premiums. 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 cost of said Riders.
- (3) Employees electing not to be covered by the County's health insurance plan will be paid an annuity of \$150 per month through contributions to a deferred compensation plan. Employees choosing this option may elect to be enrolled in a Free Standing Benefit Program composed of Enhanced Dental, Vision and \$10/40 Co-Pay Drug Rider Coverage, with said program to be paid for by the Employer. An employee may choose to self-pay for a \$10/\$20 Rx rider under this option.
- (4) Upon retirement from Dickinson County, and if the employee qualifies for retirement benefits under MERS, the Employer shall continue to pay the same percentage of health insurance benefits for retirees as paid for the retiree at the time of retirement but only for employees hired prior to January 1, 1996. It is agreed that said coverage shall extend and be limited to the employee's current spouse and all eligible biological and adopted children of the employee and all eligible step children of the employee, if applicable, until such a time as the death of the employee at which time the employee's surviving spouse and/or sponsored dependents may elect to "self-pay" so as to continue coverage. The choice of the carrier is to be at the discretion of the Employer provided the benefits remain comparable to, or better than, those currently provided. The Employer will not pay for retiree health insurance coverage for employees hired after January 1, 1996 but such employee's may "self-pay" for continued coverage after the date of their retirement.
- (5) It is agreed that until the age when a retiree qualifies for and receives supplemental health insurance coverage paid by the Employer as specified in paragraph (4) of this Article that medical coverage shall be as defined in the retiree's health insurance suffix last adopted prior to the date of retirement without dental or vision coverage riders.
- (6) Regular part-time employees shall not receive Employer paid medical insurance coverage but at their option, may enroll in the Employers Plan providing that the employee pays the full cost of said coverage.
- (7) Life Insurance coverage of \$10,000 shall be provided by the Employer at no cost to the employee until the time of retirement. Upon retirement, Employee may convert the group life insurance to an individual policy at the Employee's expense and according to the terms

set by the insurance carrier. Additionally, regular part-time employees shall be permitted to “self-pay” life insurance premiums if the carrier permits.

- (8) If in a given year, the cost of health insurance increases substantially, by mutual agreement of both parties, the bargaining committee may revisit the health insurance coverage, and, upon, mutual written agreement between the Employer and the Union, modify the existing coverage as determined to be beneficial to offset the increased cost. This provision applies to health insurance coverage only.

ARTICLE 39 VACATIONS

Vacations shall be granted as hereinafter specified:

- (a) Vacation time will be earned at the employment anniversary date and all employees will have 18 months from accrual to use all earned vacation time.
- (b) Vacation shall accrue as follows:

1 Year	5 Working Days
2 Years	10 Working Days
7 Years	15 Working Days
15 Years	20 Working Days
20 Years or more	One additional working day after 20 years of service and one additional day per year of service thereafter subject to a maximum of 30 days.

Any employee that has accrued 104 sick days may trade four (4) days in to receive one (1) vacation day and drop back down to 100 days and may do so three (3) times per year.

- (c) Each employee’s anniversary date for purposes of computing vacations shall be said employee’s date of hire.
- (d) When a holiday for which the employee is eligible to receive holiday pay occurs 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.
- (e) Provided, further, that upon termination of employment, an employee shall be paid for earned vacation not taken, including vacation earned during the year in which employment is terminated and only full days of accrued vacation will be paid using anniversary date for computation (20 hours per week is considered one-half time). Upon the death of the employee, all earned vacation time will be paid at the prevailing rate to the employee’s beneficiary.

- (f) This benefit accrues in proportion to hours worked for regular part-time employees.
- (g) A minimum of one full day must be taken.
- (h) 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 40 LONGEVITY

For the life of this contract, longevity will be granted in the same manner as in the past, as follows;

After (5) complete years of service	\$ 200
After (10) complete years of service	400
After (15) complete years of service	600
After (20) complete years of service	800
After (25) complete years of service	1,000
After (30) complete years of service	1,200

Longevity payments will be added to the bi-weekly check issued during the month of the employee's anniversary date each year. The revised aggregate will then be treated as if the aggregate were a single wage payment for the regular payroll period. Employee may elect to have payments spread throughout the year. If spread throughout the year, the payment will not become a part of the regular hourly rate but will be treated as an "other pay". Employees electing this option must do so by completing an authorization form no later than December 1st for the following calendar year.

ARTICLE 41 ACCESS TO PREMISES

Representatives of the Union may enter the Courthouse Department for any proper Union business provided they have secured prior permission of the department head or his designee. The Employer shall grant permission to the Union representative to visit the Courthouse Department for the above limited purposes at a mutually agreeable time during business hours.

ARTICLE 42 STRIKES AND WORK INTERRUPTIONS

The Union agrees that during the life of this Agreement neither it nor its officers, representatives, union stewards, nor its members will for any reason, directly or indirectly, call, sanction, or engage in any strike, walkout, slowdown, sitdown, stayaway, limitation of service, boycott of a primary or secondary nature, picketing or any form of interference with the peaceful operations of the Employer. The Employer agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

ARTICLE 43 BULLETIN BOARDS

- (a) The Employer agrees to provide bulletin boards placed so as to be accessible to all employees covered by this Agreement for Union announcements, job postings, and notices of meetings, etc.
- (b) Bulletin boards shall be those located in the Courthouse lunchroom, Courthouse Annex ground floor photocopier room, MSU Extension Office, Friend of the Court lobby, Sheriff's Department's mail box in the Clerk's Office.

ARTICLE 44 WAGES

The Employer agrees to step increase for permanent part-time employees with proration accomplished through the use of hourly rates.

Regarding employees whose positions are partially funded by Dickinson County, the annual increase would be pro-rated to reflect the extent of County Funding.

2008: For all employees at a salary of \$45,000 or greater the salary schedule will be revised to reflect a 2% wage increase at each step of each classification effective 1/01/08.
For all employees earning less than \$45,000, the salary schedule will be revised such that each step of each classification shall be increased by \$900.
No employee will receive an increase of less than 2%.

2009: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/09.

2010: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/10.

2011: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/11.

The Employer agrees to reclassify the full-time Jail Cook from TOPS Step 2 to Tops Step 3 and the full-time Bookkeeper/Payroll Coordinator in the Sheriff's Office from TOPS Step 4 to TOPS Step 6.

Complete listing of Job Classifications and Pay Grades - Appendix 1

ARTICLE 45 REGULAR PART-TIME EMPLOYEE BENEFITS

Part-time employees will receive pro rata nonfinancial benefits in proportion to hours of work; i.e., Sick Leave, Annual Leave, Holidays, etc. Benefits resulting in direct costs to the Employer such as Health Insurance, Life Insurance, etc., shall not be provided for part-time employees with the exception of longevity which shall be paid on a pro rata basis, and retirement which shall be paid in conformance with MERS rules.

ARTICLE 46 RESIDENCY

Employees are permitted to live outside of Dickinson County provided that they live no more than twenty (20) miles beyond the Dickinson County border.

ARTICLE 47 JURY DUTY

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

(a) If the employee is not scheduled to be working 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 be working at the time of Jury Duty, the regular salary shall be paid to the employee while engaged in Jury Duty but the Jury Duty fees shall be turned in to the County Treasurer or no Jury fee check will be issued.

(c) At the employee's option, annual leave, personal leave, or compensatory time may be taken while on Jury Duty and in such cases, employees may retain fees paid them for Jury Duty.

ARTICLE 48 DURATION AND AMENDMENT

(a) This Agreement shall become effective as of January 1, 2008, and shall continue in effect until and including December 31, 2011, and shall continue in effect for yearly periods from year to year thereafter unless either party shall give to the other a written notice of intention to terminate, modify or amend such contract within 60 days prior to the expiration date or the end of any yearly extension period.

(b) This agreement is complete in writing and shall not be amended, changed, altered or modified, except by an instrument in writing, duly signed by the parties hereto.

(c) The parties acknowledge that during negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement.


Therefore, Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and releases the other from the obligation 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

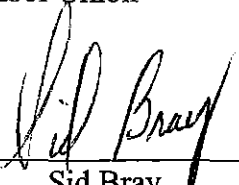
specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

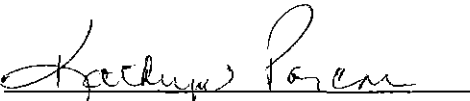
The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.

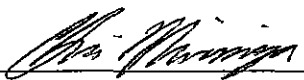
FOR THE EMPLOYER:
Dickinson County Board of Commissioners

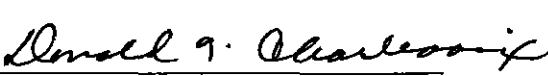
FOR THE UNION:
U.P. Labor Union


Henry Wender
Board Chairman

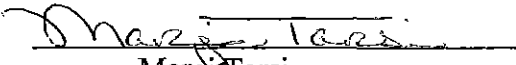

Sid Bray
President, U.P. Labor Union


Kathryn Pascoe
Controller/Administrator


Chris Ninomiya
County Prosecutor


Donald Charlevoix
Sheriff


Dolly Cook
Clerk


Margie Farsi
Treasurer

UP LABOR UNION - 2008

Increase over 2007: <\$45,000: + \$900; > = \$45,000: 2%%

P/R#	Employee	Date of Hire	Date of Reclass	Position	Salary Grade	Salary 1/1/08	Step inc. 2008	YE Actual	Hourly Rate	2008 Long
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Hourly rates based on 2,080 hours/yr - 40 hour work week:

1321	M. Zanoni	08/01/07		Custodian II	7	\$ 25,886	\$ 26,972			
							\$ 27,990	\$ 27,125	\$ 13.457	
	E. Matchett	01/02/08		Custodian I	4	\$ 23,788	\$ 24,349	\$ 24,069		
25	M. Alsteens	09/12/94	01/01/08	Cook -FT	3	\$ 23,507		\$ 23,507	\$ 11.301	\$ 400

Hourly rates based on 1,950 hours/yr - 37.5 hour work week:

982	D. Miller	12/17/96	05/16/05	Finance/Chief Deputy	11	\$ 32,113		\$ 32,113	\$ 16.468	\$ 400
480	M. Girard	11/22/93	05/16/05	Circuit Court Clerk	7	\$ 28,320		\$ 28,320	\$ 14.523	\$ 600
1220	J. Syrjanen	03/31/86		Dept. Assistant	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 800
840	C. Bronzyk	01/14/99	03/24/03	Dept. Assistant	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 400
421	D. Fayas	11/08/02	06/20/05	Mail Clerk	6	\$ 26,809	\$ 27,786	\$ 27,328	\$ 14.249	\$ 200
629	N. Jackson	01/13/99	12/03/01	Dep. Reg. of Deeds	9	\$ 29,953		\$ 29,953	\$ 15.361	\$ 200
320	N. Cook	03/09/99	01/01/02	Dept. Assistant	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 200
271	L. Carey	03/02/98	03/10/03	Dep. County Treasurer	10	\$ 31,502		\$ 31,502	\$ 16.155	\$ 400
845	K. Saxon	09/04/89		Dept. Assistant	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 600
401	B. Edberg	06/17/97	01/01/02	General Clerk PT	4	12,561		\$ 19,470	1550 Hrs.	\$ 268
605	K. Ketcham	01/05/94	09/30/03	Coop. Reimb. Spec.	10	\$ 31,502		\$ 31,502	\$ 16.155	\$ 400
262	C. Calo	10/28/03	02/20/07	Investigator FOC - PT	10	\$ 14,232	\$ 14.872	\$ 14,452	\$ 14.872	\$ 200
				Investigator PA - PT	10	\$ 16,155		\$ 15,751	\$ 16.155	
230	B. Buchner	10/03/05		Coop. Reimb. Spec-PT	10	\$ 16,134	19.5 hrs/wk	\$ 16,360	\$ 16.134	
				Gen Clerk - PT	4	12.01	12.5 hrs/wk	\$ 7,807	\$ 12.010	
1005	L. Mortel	10/01/03	06/07/04	Legal Secretary II	9	\$ 29,953		\$ 29,953	\$ 15.361	
980	D. Loch	06/18/84	01/01/96	Legal Secretary II	9	\$ 29,953		\$ 29,953	\$ 15.361	\$ 800
689	C. Larson	04/09/01		Victims' Rights Adv.	6	\$ 14,249	26.25 Hrs/wk	\$ 19,450	\$ 14.249	\$ 150
987	D. Milligan	06/15/99		Secretary II	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 200
1230	R. Taff	05/28/96	01/29/01	Secretary II	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 400
178	S. Bray	06/02/97		Dep. Equal. Director	MP03	\$ 36,793		\$ 36,793	\$ 18.868	\$ 400
656	D. Kenny	04/20/90	05/16/05	Tax Admin/Controller	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 400
535	B. Harris	01/08/97	01/01/99	Dept. Ass't - Sheriff	6	\$ 27,786		\$ 27,786	\$ 14.249	\$ 400
1096	N. Rossi	11/01/05	01/01/08	Dept. Assistant	6	\$ 24,853	\$ 25,830	\$ 25,342	\$ 13.246	

TOTAL: \$ 693,038 \$ 7,818

Note: The position of Finance Clerk/Chief Deputy will revert to TOPS 10 if the Chief Deputy designation is removed.