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1993-1994-1995

WORK AGREEMENT

Between

COUNTY OF DICKINSON

And

THE U.P. LABOR UNION

Dickinson County

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AGREEMENT

THIS AGREEMENT entered into on this ninth day of March, A.D., 1993, between Dickinson County Board of Commissioners, Dickinson County Prosecuting Attorney, Dickinson County Clerk and Dickinson County Treasurer, (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 interests 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 I.

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.

For the purpose of this Agreement, a part-time employee is any employee hired to work less than 32 hours per week.

ARTICLE II.

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 III.

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 not be exercised in violation of any provision of this Agreement.

ARTICLE IV.

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 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 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 V.

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 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 to 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 VI.

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 VII.

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 VIII.

UNION RESPONSIBILITIES:

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

ARTICLE IX.

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 X.

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 XI.

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 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 conference 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 XII.

GENDER:

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

ARTICLE XIII.

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 grievance must be presented in writing by the steward to the immediate supervisor within 5 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 XIV.

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 3 working days.
- Step 2: If the Union finds the department head's written answer to a grievance to be unsatisfactory, within 10 working days the grievance shall be referred to the Personnel Committee of the County Board of Commissioners.
- Step 3: In the event the Union deems the response of the County Board of Commissioners to be unsatisfactory, it may, within 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 equally between the Union and the Employer.

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 5 working days thereafter.

ARTICLE XV.

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 XVI.

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 XVII.

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. 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 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 XVIII.

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 3 days off to attend the funeral. Two additional days shall be granted to employees traveling out of the State of Michigan to attend the funeral, without pay, if so requested. The employee excused from work under this paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of computing overtime.

ARTICLE XIX.

SENIORITY:

(a) New employees hired in the department shall be considered as probationary employees for the first 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 prior to the day he completes the probationary period. 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 I of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be in accordance with the employee's last date of hire, on a departmental basis.

ARTICLE XX.

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 XXI.

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 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 XXII.

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 XIX, 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 XXIII.

RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article XIX, 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 10 days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE XXIV.

PROMOTIONS:

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

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 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 90 days. 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.

ARTICLE XXVI.

MATERNITY LEAVE:

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 with paid sick leave to be based upon the employee's period of actual disability.

ARTICLE XXVII.

RATES FOR NEW JOBS:

When a new job classification is created, or an existing job classification is changed, the Employer will notify the Union of the proposed classification or change and the rate to be paid. 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 XXVIII.

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 XXIX.

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 XXX.

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 XXXI.

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 4 hours of each work day, not to exceed 15 minutes, and shall be entitled to a rest period during the second 4 hours of each work day, not to exceed 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 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 XXXII.

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 XXXIII.

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 3 days.

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

(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.

(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 or child which requires the employee's immediate presence and which clearly prevents attendance at work.

ARTICLE XXXIV.

OVERTIME:

It is agreed that overtime work to be on 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 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 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) Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked.

(d) Compensatory time shall be taken in increments of not less than one-half (1/2) hour.

ARTICLE XXXV.

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 XXXVI.

HOLIDAYS:

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; Washington's Observance Day; Columbus Day; Veterans Day - to be paid only when the holiday falls on a regular work 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) Two days of each employee's choice, with the authorization of the employee's department head, will be granted as a holiday, so long as the functioning of the department is not disrupted. Employees hired on 1/1/90 or thereafter must successfully complete their probationary periods before being eligible to receive personal days.

(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 XXXVII.

DENTAL PLAN AND VISION PLAN:

The present dental plan covering employees in the bargaining unit shall be maintained by this Employer; and the Employer will provide additional coverage during this term of this Agreement for dentures and partials. Effective January 1, 1985, Dental Coverage will be expanded to add orthodontics at 50% of reasonable costs and increasing maximum benefits to \$1,000 per year.

Effective January 1, 1986, the Blue Cross/Blue Shield Vision Care Plan or a comparable plan will be provided at the Employer's expense.

ARTICLE XXXVIII.

RETIREMENT:

The Employer shall continue to maintain retirement benefits for employees in the bargaining unit in accordance with the present plan and coverage.

In 1990, the Employer shall provide the MERS F50 Retirement rider at no cost to the Employee.

In addition to the above, in 1991 the Employer shall provide the MERS Benefit Program E-2 at no cost to the Employee.

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

Effective 1/1/94, the Employer will provide Retirement Benefit E to retired members of the U.P. Labor Union including: Francis LeQuia, Carol Grimord and Joyce Lind.

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-3 subject to the same implementation dates and participation rates as provided for full time employees.

ARTICLE XXXIX.

HOSPITALIZATION AND LIFE INSURANCE:

All employees shall be covered by Blue Cross and Blue Shield, or a comparable plan, provided by the Employer at no cost to the employee, as well as by a \$5,000 life insurance plan until the time of retirement. Upon retirement, and if the employee qualifies for retirement benefits under MERS, the Employer shall continue to pay the full hospitalization premium. Employees may "self-pay" life insurance premiums upon retirement if the County's life insurance carrier permits this.

Any annual increase in health insurance costs exceeding the 1989 base year rates (Single - \$1,675.80; Two-person - \$3,628.68; Family - \$4,042.80) taken in aggregate plus 10% for each year thereafter shall be paid by the Employee. Said payment shall be permitted to be made through a revision in health care coverage whereby premiums are reduced below the limitation provided for herein by mutual agreement of the parties, or payroll deduction.

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

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

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

ARTICLE XL.

VACATIONS:

Vacations shall be granted as hereinafter specified:

(a) Vacation time will be earned at the employment anniversary date and all employees will have until the following anniversary date to use all earned vacation time.

(b) Vacations shall accrue as follows:

1 year	5 working days
2 years	10 working days
7 years	15 working days
15 years	20 working days

After twenty (20) years of service: employees with (110) accrued days of sick leave may "purchase" up to three (3) additional vacation days per year at the rate of trading in four (4) days of sick leave for each vacation day.

(c) Each employee's anniversary date for purposes of computing vacations shall be said employee's date of hire;

(d) Any regular holiday falling on a work day during the vacation period shall not be counted as a day of vacation;

(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);

(f) This benefit accrues in proportion to hours worked for regular part-time employees; and

(g) A minimum of one full day must be taken.

ARTICLE XLI.

LONGEVITY:

For the life of the 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

Longevity payments will be paid on a separate check issued during the month of the employee's anniversary date each year.

ARTICLE XLII.

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 purpose at a mutually agreeable time during business hours.

ARTICLE XLIII.

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 XLIV.

BULLETIN BOARDS:

The Employer agrees to provide bulletin boards so placed as to be accessible to all employees covered by this Agreement, exclusively for Union announcements and notices of meetings.

ARTICLE XLV.

WAGES:

The Employer agrees to step increases 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.

1993:

The salary schedule shall be revised to reflect a wage increase of 5% at each step of each classification.

1994:

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

1995:

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

Given the concern for position reclassifications, a wage classification study will be conducted in 1995 with the results to be used in negotiations for the contract to commence 1/1/96.

The 1993 wage increase shall be retroactive to 1/1/93 for those employees on the payroll as of the date of union ratification (which occurred 3/4/93).

ARTICLE XLVI.

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 XLVII.

RESIDENCY:

All employees, with the exception of those already living outside of the County prior to January 1, 1985, shall maintain residency within Dickinson County, as a condition of continued employment. New hires shall become residents of Dickinson County within sixty (60) days of hiring.

ARTICLE XLVIII.

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 XLIX.

DURATION AND AMENDMENT:

- (a) This Agreement shall become effective as of January 1, 1993, and shall continue in effect until and including December 31, 1995, 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.

SIGNED: This 10th day of March, 1993.

For the Employer:
Dickinson County Board of Commissioners

By: Vertin Rock
Vertin Rock

Title: Board Chairman

By: William H. Marchetti
William H. Marchetti

Title: Controller/Administrator

For the Union:
U.P. Labor Union

By: Herri Edward LeBout

Title: President

By: Charles J. Anthony

Title: Member