

Sjc ver 3/7/08

AGREEMENT

BETWEEN

**ALGER COUNTY BOARD OF
COMMISSIONERS**

AND

ALGER COUNTY COURTHOUSE EMPLOYEES ASSOCIATION

Effective: 1/1/08
Expiration: 12/31/11

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AGREEMENT

This agreement has been entered into as of the _____ day _____ of 2008 between the Alger County Board of Commissioners, (hereinafter referred to as the "Employer"), and the Alger County Courthouse Employees Association (hereinafter referred to as the "Union", or as the "Local", or the "Association", respectively). (The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

PURPOSE AND INTENT.

The general purpose 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 depends upon the Employer's success in establishing a proper service to the community.

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

ARTICLE 1. RECOGNITION. Employees Covered.

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

All employees of the County of Alger excluding: supervisory employees, elected officials, court employees, CETA Special Project Title VI employees, employees of the Sheriff's Department, County Road Commission employees, and prosecutor employees.

- (b1) The term "employee" as used in the Agreement means "regular full time employee", which is an employee who has completed the probationary period and is scheduled to work an average of at least 30 hours per week. Such employees shall be entitled to all benefits under this agreement for which they are otherwise eligible.
- (b2) The term "part-time employee" as used in this agreement means regular part-time employee", which is an employee who has completed the probationary period and is scheduled to work an average of at least sixteen (16) hours per week, but less than 30 hours per week, such employees shall, except for fringe benefit entitlement, be deemed employees" under the provisions of this Agreement, and

in addition are entitled to the wages, overtime, and prorated fringe benefits for which they would otherwise be eligible. Employees scheduled to work an average of less than sixteen (16) hours per week shall have no rights under this agreement.

- (b3) The term "probationary employee" as used in this Agreement means an employee who has not yet completed 120 calendar days continuous employment. The employee's continuous employment" shall not be deemed broken when the employee is on an excused absence, and excused absence not to exceed five (5) working days shall be included in the 120 period, but if such excused absences, in total, exceed five (5) days, shall not be included in determining whether the employee has completed 120 days employment. 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 for the term of this Agreement. Probationary employees shall, except for fringe benefit entitlement, be deemed "employees" under the provisions of this Agreement, and in addition are entitled to the wages, overtime, paid sick leave and holidays for which they would otherwise be eligible. Commencing after thirty (30) calendar days probationary employees are also entitled to all fringe benefits for which they would otherwise be eligible provided entitlement to hospital and medical coverage, or other insurance coverage, shall be in accordance with the new hire agreement with the insurance carrier.
- (b4) The term "temporary employee" as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period, which period in no event shall exceed ninety (90) working days within the twelve (12) consecutive calendar months following the original date of hire. If a "temporary employee" remains employed in excess of ninety (90) working days, he shall be considered a "regular employee", and his ninety (90) working days shall be credited as the first ninety (90) days of his probationary period. Temporary employees shall have no rights under this Agreement other than as provided in this subsection (b)(4).
- (b5) The term "Employer" as used in this Agreement means the Alger County Board of Commissioners or any other person or persons designated as their representatives for the purpose of interpreting this Agreement. Such other persons shall include, but not be limited to, Department Heads, Supervisors, or Immediate Supervisors.
- (b6) The term "Supervisor" as used in this Agreement means any person with the authority to hire, transfer, lay off, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees, or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

ARTICLE 2. AID TO OTHER UNIONS.

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

ARTICLE 3. RESPONSIBILITIES.

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sitdowns, slow downs, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, which would interfere with the operations of the Employer, and that they will not otherwise approve, support or permit the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement. The Association Staff Representative may enter discussions with an employee on the Employer's time provided it does not interfere with the Employer's operations.

ARTICLE 4. MANAGEMENT.

Except as limited by the provisions of this Agreement, the management of the Employer and the direction of the working forces, including but not limited to the right to establish reasonable policies, procedures and work rules, to direct, plan and control operations, to hire, recall, schedule, assign, transfer, promote, demote, suspend, discipline and discharge employees, to lay off employees because of lack of work, lack of funds, or for other legitimate reasons, to introduce new or improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage the Courthouse and the County in the traditional manner are vested exclusively in the Employer. Neither the Employer nor the Union shall discriminate against employees because of membership or non-membership in the Union.

ARTICLE 5. UNION SECURITY.

(a) Regular full time employees, regular part-time employees, and probationary employees who are members of the Union on the effective date of this Agreement, and also such employees who are hired, or become members of the Union, after such date must, commencing after thirty (30) calendar days employment, and as a condition of continued employment, continue membership in the Union, become members of the Union, or pay a service fee to the Union, hereinafter referred to as the "Union Representation Fee", equal to the amount of dues uniformly required of members of the Union.

(b) Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) calendar days in arrears in payment of membership dues or the representation fee.

(c) For purposes of this Article, an employee shall be deemed to be a member of the Union, or to be paying the required Union Representation Fee, unless and until a duly authorized officer of the Association, or the Local Union, shall notify the Employer, in writing, that the employee is neither a member of the Union nor is paying the required Union Representation Fee. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purposes of complying with the foregoing provisions of this Article, or in reliance on any lists or notices which shall have been furnished to the Employer under any of such provisions.

ARTICLE 6. DUES CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph (d)), 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 of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, and/or the designated financial officer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The employer agrees to provide this service without charge to the Union.

(d) Authorization form is attached as Appendix A.

(e) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the employer under any such provisions.

ARTICLE 7. REPRESENTATION FEE CHECK OFF.

- (a) The Employer agrees to deduct the Union Representation Fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in Article 5 of this contract, as provided in a written authorization in accordance with the standard form used by the employer herein (see paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- (b) The amount of such representation fee will be determined as set forth in Article 5 of this contract.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) Authorization form is attached as Appendix A.
- (e) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the Employer under any of such provisions.

ARTICLE 8. REMITTANCE OF DUES AND FEES

- (a) **When Deductions Begin.** Check off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month following receipt of the written authorization by the Employer, and the first pay period of each month thereafter during the existence of such authorization.
- (b) **Remittance of Dues of Financial Officer.** Deductions for any calendar month shall be remitted to such address and to such financial officer of the Association as shall be designated in writing by the Association with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the 5th day of the month following the month in which they were deducted.
- (c) The employer shall also indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer by submission of an alphabetical list of all new employees since the date of submission of the previous month's remittance of dues.

ARTICLE 9. UNION REPRESENTATION.

- (a) Stewards, Alternate Stewards. The employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to assign said steward. The Union may also assign alternate stewards who shall act only in the absence of the regular steward.
- (b) The Employer shall be notified of the name of the steward, alternate stewards, and Chapter Chairperson promptly upon execution of this Agreement, and at least annually thereafter, and shall be promptly notified of any changes as they occur during the year.
- (c) So long as no disturbance of any sort in the normal operations of the Employer is created, the steward, during working hours, and without loss of time or pay, may investigate and present grievances to the Employer.
- (d) Union Bargaining Committee.
- (1) Employees covered by this Agreement will be represented in negotiations by up to four (4) negotiating committee members.
- (2) All bargaining by the parties shall commence at times mutually agreed to by the parties.
- (3) If the Employer insists that such bargaining be during regular working hours, such negotiating committee members shall be permitted time off, without loss of pay, for time actually spent in such negotiations with the Employer during such regular working hours.

ARTICLE 10. SPECIAL CONFERENCES.

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson or their designate and the Employer or its designated representatives upon the request of either party. Such meetings shall be between a reasonable number of representatives of the Union and 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 the hours mutually agreed to by the parties. If the employer insists that such meeting be held during regular working hours, such representatives of the Union shall be permitted time off, without loss of time or pay, for time actually spent in such special conferences during such regular working hours. This meeting may be attended by representatives of the Association and/or representatives of the International Union.
- (b) The Union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 11. GRIEVANCE PROCEDURE.

(a) It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the means for the peaceful settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without any interruption or disturbance of any sort whatsoever in the normal operations of the Employer. Employees are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of this aggrieved employee as is reasonably possible, but in any event the grievance, in order to become the basis for a claim, must be presented within ten (10) working days after the employee knew or should have known if he exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than sixty (60) calendar days from the date of such occurrence or non-occurrence.

Step 1. The grievance shall be presented to the employee's immediate supervisor within ten (10) working days after the employee knew or should have known that the cause of the grievance had occurred. So long as no disturbance of any sort in the normal operations of the Employer is caused. Step 1 grievances may be discussed between the aggrieved employee and the employee's immediate supervisor during working hours. The aggrieved employee may request an additional meeting with his/her immediate supervisor in Step 1 at which meeting the steward may be in attendance. Such meeting shall be held at a mutually satisfactory time and place within forty-eight (48) hours following the employee's initial discussion with his/her immediate supervisor. If the complaint is not resolved at this meeting, it may be represented in writing and appealed to Step 2 of the grievance procedure.

Step 2. (a) If the grievance remains unsettled and the employee wishes to carry it further, the written grievance shall within ten (10) working days after the answer at Step 1, be presented by the Chapter Chairperson or designate, to the Board of Commissioners, or their designate, for the purpose of attempting to resolve the dispute. The Board of Commissioners shall give their written signed disposition within thirty (30) calendar days of the receipt of the grievance on their behalf. Upon request of either party a step 2 grievance conference will be held between the Board of Commissioners or their designate(s) and representatives of the Chapter and Council #25, in such cases the time limits for the Board's response may be extended by mutual agreement.

(b) If the dispute remains unsettled, and the Association wishes to carry the matter further, it shall within thirty (30) working days after the written answer at Step 2(a) notify the Board, in writing, of their intent to submit the dispute to arbitration, thereafter the grievance may be submitted to the American Arbitration Association, in accordance with their rules and regulations.

(c) The matter shall be referred to the American Arbitration Association, which will furnish a competent, disinterested arbitrator. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of the grievance, but shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust grievances not presented, as above provided within ten (10) working days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be presented more than sixty (60) calendar days from the date of such occurrence or non-occurrence, and shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based. The decision of the arbitrator shall be final and binding subject to the limitations herein submitted.

(d) The expenses for the arbitrator shall be shared equally between the Employer and the Union, except that in cases involving identical issues where a previous award was in the Union's favor the Employer will pay the full cost of the arbitration, and that in cases involving identical issues where a previous award was in the Employer's favor, the Union shall pay the full cost of the arbitration.

(e) Any grievance not answered within the time limits by the Employer shall be deemed denied as of that date. Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

(f) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than at the first meeting in Step 2 to state the number of the articles and sections of this agreement under which the claimant believes to be entitled relief.

No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the Employer without action provided the Employer shall give the reasons for such return. The time limits provided in the grievance procedure shall be automatically extended by the number of days between the presentment of the grievance to the Employer and such return by the Employer without action.

(g) The parties may, by written signed agreement, mutually agree to waive any steps of the grievance procedure, or any time limits herein

provided. If the Employer, or the Union, wishes to present a grievance on their own behalf, Step 1 of the grievance procedure shall be deemed waived, and presentment shall be directly at Step 2, as if Step 2 were the first step of the grievance procedure. Such presentment shall be in writing, as provided for presentment at Step 1. If by the Union such presentment shall be to the Board of Commissioners for presentment to the Labor Relations Committee. If by the Employer, such presentment shall be to the Steward or Chapter Chairperson for presentment to the Association Staff Representative. If an aggrieved employee does not wish to process a grievance through the grievance procedure, but the Union does not agree with the Employer's position, the grievance may be initiated by the Union, in writing, that it does not agree with the Employer's position, and that such grievance by the Union shall be initiated at Step 2 of the grievance procedure.

(h) As used throughout this Agreement, unless otherwise specified, "calendar" days shall mean Monday through Sunday, and "working" days shall mean Monday through Friday, excluding holidays.

ARTICLE 12. DISCHARGE AND SUSPENSION.

(a) **Notice of Discharge or Suspension.** The Employer agrees, promptly upon the discharge or suspension of an employee to notify, in writing, the employee and his steward of the discharge or suspension. So long as there is no disturbance of any sort in the normal operations of the Employer and so long as there is no need for immediate removal of the employee from the Employer's premises, the discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward, and with the Employer or its designated representative, before the employee is required to leave the Employer's property.

(b) **Appeal of Discharge or Suspension.** Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted by the employee and/or the Chapter Chairperson, or designate, to Step 2 of the grievance procedure within five (5) working days. Such submission shall be in writing, on forms provided by the employer, and shall be dated and signed by the employee involved. If such submission is made by the Chapter Chairperson, the Chairperson shall countersign the grievance.

(c) In general, for minor infractions, progressive discipline, including verbal and written warning, and disciplinary suspension not to exceed five (5) working days in that order, will be followed prior to discharge. The arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer; (except for discharge or suspensions of more than five (5) working days) if the arbitrator determines that an employee has been disciplined in accordance with the terms hereof.

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

ARTICLE 13. SENIORITY

(a) New employees hired in the unit shall be considered as probationary employees as defined above. During such probationary period, the Employer may lay off or dismiss any probationary employees with or without cause, except that no such employees shall be laid off or dismissed for engaging in lawful Union activities. When an employee finishes the probationary period they shall be credited with seniority from the date of their employment. All employees not specifically hired by the Employer as regular employees shall be classified as temporary or seasonal employees, shall not acquire any seniority, and may be laid off or dismissed by the Employer for any reason, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities. The Union will be notified in writing whether an employee is regular, temporary, or seasonal.

(b) Seniority shall be on an Employer-wide basis, in accordance with the employee's last day of hire. When two or more employees are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the County's representative and a Union representative. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union.

(c) Part-time employees shall accrue seniority on a prorated basis, such pro-ration being determined by dividing the number of hours for which the employee was paid during a given calendar year by 1,950 hours. In no event shall any employee accrue more than one year seniority per year.

(d) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter transfers back to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. This section shall not apply or have any effect for persons who join the bargaining unit after January 1, 2005 and subsection (e) below shall control.

(e) If an Employee of the Employer who is not in the bargaining unit transfers to a position included in this bargaining (or if their position is included in this bargaining unit by consent or election) after January 1, 2005 the Employee shall have seniority calculated for purposes of this contract only from the date of most recent transfer or position inclusion into the bargaining unit. The total time in service with the Employer shall only be counted for the limited purposes of vacation and sick leave accrual, however such accrual shall be under the accrual rates of this agreement at the time of

most recent transfer or position inclusion into the bargaining unit for purposes of determining their most recent date of hire.

ARTICLE 14. SENIORITY LISTS.

- (a) Seniority shall not be affected by the age, race, sex or marital status of the employee.
- (b) The seniority lists on the date of this Agreement will show the date of hire, names and classifications of all employees of the unit who have completed their probationary period and who are entitled to seniority.
- (c) The Employer will keep the seniority lists up to date at all times and will provide the Chapter Chairman with up-to-date copies at least every three (3) months.

ARTICLE 15. LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT.

An employee shall lose his/her seniority and his/her employment shall be terminated in any of the following events.

- (a) If he/she quits.
- (b) If he/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If he/she is absent for two (2) consecutive working days without notifying the Employer. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify his/her department head/supervisor of such desire, and the reason therefore, before the end of his/her previous shift, if possible, and in any event not less than thirty (30) minutes before the beginning of the next shift, except in case of emergency beyond control and in such case as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence if it so desires.
- (d) If he/she is laid off for more than two (2) years.
- (e) If he/she does not return from work when scheduled upon recall from layoff as set forth in the recall procedure.
- (f) If he/she does not return from sick leave or leave of absence.
- (g) If he/she willfully makes a false statement which is material on his/her application for employment on his/her application for leave of absence.

(h) If he/she retires or is retired pursuant to any retirement plan of the employer then in effect. Unless otherwise agreed, the Employer will normally require mandatory retirement of any employee at age 70. The Employer will give ninety (90) calendar days written notice of the intended retirement date if retirement is required at a time other than the employee's seventieth (70th) birthday.

(i) In proper cases, exceptions may be made to any of the provision of this Article, provided such exceptions shall be in writing and shall be signed by the parties involved.

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairperson and Steward, in that order, shall head the seniority list of the unit during their term of office for purposes of layoff and recall only.

ARTICLE 17. LAYOFF DEFINED.

(a) The word "layoff", means a reduction in the work force due to a decrease of work, lack of funds, or other legitimate reasons.

(b) In the event it becomes necessary to layoff the Employer shall notify the proper Union representatives at least fourteen (14) calendar days before the layoff, except in the case of a legitimate emergency, of the number of employees scheduled for layoff, their names, seniority, job titles and work locations, and shall meet with the Union to discuss implementation of such layoff.

(c) When layoff takes place within any classification employees not entered on the seniority list, including probationary, temporary and seasonal employees, shall be laid off first. Thereafter, seniority (length of continuous service), will determine the order in which employees shall be laid off if in the Employer's opinion the employee has the qualification, skill and physical ability to perform the work available. An employee who would otherwise be laid off may, within seven (7) calendar days of notification of layoff as provided in Article 17(b), elect to bump a less senior employee in another classification if, in the Employer's opinion, the employee has the necessary qualifications, skill and physical ability to perform such work. Such employee shall receive the wages for the classification in which they elect to work. In such case no further notice need be given pursuant to Article 17(b).

ARTICLE 18. RECALL PROCEDURE.

(a) When the working force is increased after a layoff, employees will be recalled within any classification according to seniority (length of continuous service), if in the Employer's opinion the employee has the qualifications, skill and physical ability to perform the work. Notice of recall shall be sent to the employee at their last-known address by registered or certified mail. If an employee fails to report for work within ten

(10) calendar days from the date of mailing of notice of recall they shall be considered a quit. In proper cases exceptions shall be made.

(b) If there are laid off employees in other classifications with greater seniority than those being recalled, notice of intended recall shall be sent to such employees at their last known addresses by registered or certified mail. Such employee who would not otherwise be recalled may, within five (5) calendar days from the date mailing of notice of recall, notify the Employer in writing that they elect recall in another classification than that from which they were laid off. If, in the Employer's opinion, the employee has the necessary qualifications, skill and physical ability to perform such work, and if such employee reports for work as scheduled by the employer, such more senior employee will be recalled in into such equal or lower classification. Such employee shall receive the wages for the classification in which they elect to work. In such cases, the Employer will attempt to notify such other employee as quickly as reasonably possible that a more senior employee has elected to be recalled into his/her position, but in any event it shall be as if notification of recall for such other employee had never been made, and such recall shall be deemed void from the very beginning if the Employer recalls the wrong employee from a layoff, other than recall of the wrong employee where there is no good faith belief by the employer that it was recalling the proper employee, it will not be liable for any retroactive pay to the employee who should have been recalled with respect to any period prior to the beginning of the workweek after agreement by the Employer that the wrong employee was recalled, or the beginning of the workweek following receipt by the Employer of such a decision by an arbitrator in accordance with the grievance procedure herein provided. Such grievance may be submitted directly to Step 2 of the grievance procedure.

ARTICLE 19. DISABLED EMPLOYEES.

The Union and the Employer may mutually waive any of the seniority rules set forth in this Agreement relative to efforts by the Employer to provide suitable jobs for physically handicapped war veterans, or for employees who have been partially disabled in the service of the Employer, provided such action shall not result in the laying off of an employee with greater length of continuous service.

ARTICLE 20. JOB POSTING AND BIDDING PROCEDURES.

(a) Permanent vacancies (vacancies which require filling and are due to the previous occupant's continuity of service being terminated or due to permanent promotion, or demotion, or permanent establishment of a new job or an additional job opening) in any job classification will be posted. The Employer shall post a notice of a permanent vacancy for a period of five (5) working days in such manner as may be appropriate, setting forth the minimum requirements for the position. Interested employees shall apply in writing within the five (5) working days posting. (The Employer will take reasonable efforts to contact employees on leave concerning posted vacancies, so long as

the employee has given the Employer a location where they can be reached.). The Employer will not post vacancies more than fifteen (15) working days prior to the opening of such vacancy without notifying the Union of the reason for such advanced posting. Except for Grade 5 positions, the Employer shall fill the vacancy from applicants based upon seniority (length of continuous service), if in its judgment there are applicants with the qualification, skill and physical ability to perform the work. No employee shall be permitted to transfer from one job classification to another with an equal or lower wage rate except as hereafter provided. If no applicants are received by the Employer from employees who are qualified for the vacancy, the Employer shall advertise to fill such vacancy. A vacancy in a Grade 5 position shall be filled by a person chosen by the department head in his or her sole discretion notwithstanding the terms of this labor agreement, seniority will be considered but is not the deciding factor.

(b) If, at any time during the first four weeks "interim period" after the employee is awarded the job, the employee notifies the Employer that he/she is unable to perform the work, and the reasons therefore, or the Employer notifies the employee that it does not feel he/she is satisfactory in the new position, and the reasons therefore, the employee shall be returned to his former classification. If the employee feels he/she was unjustly removed from the position, it shall be immediately submitted to Step 2 of the grievance procedure. When the employee is returned to his former classification the Employer may fill the vacancy without re-posting the opening, with the next senior applicant for the opening who, in the Employer's judgment, has the qualifications, skill and physical ability to perform the work. An employee who has applied for a posted position, and who has been awarded the job, shall be deemed to have voluntarily given up any other posted positions which he/she has previously been awarded to the extent that, in the Employer's opinion, the previous posting would conflict with the new posted position.

(c) Where there is a qualified employee who is able to replace him/her, an employee shall have the option to apply for a job in an equal or lower wage rate, provided, however, that an employee may exercise this option only once in any one year period. The Employer and the Union may also mutually agree to fill any equal or lower job with a senior employee.

(d) Employees required to work in a higher classification shall be paid the rate of the classification in which they are working.

(e) The Employer shall furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted, and at the end of the posting period the Employer shall furnish the Chapter Chairperson with a copy of the list of names and those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job. A copy of each job posting shall be posted on the bulletin board.

ARTICLE 21. VETERANS; MILITARY LEAVE.

(a) The re-employment rights of employees and probationary employees who are veterans will be in accordance with all applicable state or federal laws and regulations.

(b) A regular employee who is a member of a National Guard unit or military reserve unit, and is required to spend time on active duty, shall receive from the employer the difference in pay between that which he/she receives from the government and that which he would have earned from the employer during the same period. The employee shall present proof of service and of the payment received for such service. Such paid period shall be limited to ten (10) working days per year. Such pay shall be based upon the employee's scheduled work day, not to exceed eight (8) hours per day, and normal base rate exclusive of overtime or other premiums. (Pay for part-time employees shall be based upon the employee's scheduled work day, and normal base rate exclusive of overtime or other premiums, but shall exceed neither eight (8) hours per day, nor the total number of hours paid to the employee during the previous calendar year divided by 260.) Payment to an employee under this paragraph shall be conditioned upon the employee working such hours as is available during the hours he/she is not rendering such service.

ARTICLE 22. UNPAID LEAVES OF ABSENCE.

(a) An employee shall be granted a leave of absence by the Employer for any reason which is acceptable to the Employer, provided, no leave shall be for more than three (3) months unless it is for a very exceptional reason; but the Employer may grant one (1) or more extensions of a leave upon the employee's request at its sole discretion for acceptable reasons. An Employee granted such leave or an Employee using Federal FMLA leave shall first use all paid leave the Employee has accrued (vacation, sick, or disability) and such paid leave shall be counted first in the total measure of leave granted or allowed under the Federal FMLA leave.

(b) Request for a leave shall be made in writing signed by the employee to his/her immediate supervisor and shall state the reasons for the request, and the approximate length of time the employee desires. If such request is granted, written authorization for the leave of absence shall be furnished to the employee by the Employer.

(c) A regular employee on leave of absence of thirty (30) calendar days or more shall not lose his/her previous seniority, but, except for leaves for full time work with the Union as provided in paragraph (c) hereof, shall accrue no additional seniority during such leave. A regular employee on leave of absence of less than thirty (30) calendar days shall continue to accrue seniority during such leave. Unless the combined leave days during an employee's probationary period total five (5) working days or less, probationary employees shall accrue no seniority during leaves of absence, and such time shall not be counted as time worked, or time "continuously employed" for any purpose under this Agreement.

(d) A regular employee shall be granted a leave of absence by the Employer if he/she becomes ill or injured and unable to work, provided his/her claim thereof is supported by

satisfactory evidence. Such leave shall be for the duration of his/her inability to work, but not to exceed one (1) year, unless such one-year period is extended by the Employer upon the employee's request for a very exceptional reason. Upon his/her return to work from such a leave, the employee shall furnish the employer with acceptable proof of his/her fitness for work. An Employee granted such leave or an Employee using Federal FMLA leave shall first use all paid leave the Employee has accrued (vacation, sick, or disability) and such paid leave shall be counted first in the total measure of leave granted or allowed under the Federal FMLA leave.

(e) A regular employee who is selected for full time work with the Union or a labor organization with which the Union is affiliated, shall be granted a leave of absence for the purpose upon his/her and the Union's request, upon reasonable notice and as soon as he/she can be spared by the Employer. Such leave shall not be for a period of longer than one (1) year, but shall be subject to extension for additional like periods upon request.

(f) A regular employee who is pregnant shall be entitled to unpaid maternity leave. Upon receiving confirmation of pregnancy, the employee must obtain a report from her attending physician stating the length of time she may safely remain at work, stating if there are any restrictions on the type of work that she performs. The attending physician shall also state the approximate date of delivery. Maternity leave normally will commence six (6) weeks prior to the expected date of delivery and will end six (6) weeks after delivery, except that, upon request of the employee she may continue to work longer or return sooner than is provided herein with medical proofs from the attending physician of her physical fitness to do so. If requested by the Employer, acceptable medical proof of her physical ability and fitness to return to work upon termination of her pregnancy leave shall be furnished by the employee. If for reasons of ill health the employee is unable to return to work after six (6) full calendar weeks of the termination of pregnancy, and requires a further leave, such leave shall be granted upon presentation of proof from her physician, including the estimated return to work date, satisfactory to the Employer of the need for such leave. During said approved maternity leave the life and health insurance to the employee shall remain in full effect for the term of the leave of absence. An Employee granted such leave or an Employee using Federal FMLA leave shall first use all paid leave the Employee has accrued (vacation, sick, or disability) and such paid leave shall be counted first in the total measure of leave granted or allowed under the Federal FMLA leave.

(g) If an employee fails to report for work promptly upon the termination of his/her leave of absence, he/she shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of his/her leave unless the Employer consents to his/her early return. No employee shall be paid during any leave of absence unless otherwise specifically provided.

ARTICLE 23. BULLETIN BOARDS.

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

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to discussion and if agreement is not reached, the Employer may institute such proposed classification and rate but the Union may grieve the reasonableness of such classification and rate directly to Step 4 of the grievance procedure.

ARTICLE 25. TEMPORARY ASSIGNMENTS.

(a) An employee temporarily transferred to an occupation having a lower rate of pay shall be paid for all hours at their normal classification rate of pay, an employee temporarily transferred to an occupation having a higher rate of pay shall receive such rate of pay for the time worked at such occupation.

(b) All temporary assignments will be offered according to seniority starting with the most senior qualified employee within the bargaining unit.

ARTICLE 26. JURY DUTY.

A regular employee who serves on jury duty (including an employee who reports for jury duty when summoned, whether or not he/she is sued) will be paid the difference between the payment he/she receives for such service and the pay he/she would otherwise have received from the Employer for the hours he/she would have worked had he/she not been performing such service. (Such pay shall be based upon the employee's scheduled workday, and normal base rate exclusive of overtime or other premiums, not to exceed eight (8) hours per day for regular full-time employees, and for regular part-time employees to exceed neither eight (8) hours per day nor the total number of hours paid to the employee during the prior calendar year divided by 260.) Payment hereunder is conditioned upon the employee's prompt return to work, after release, for the remainder of his/her scheduled shift.

The employee will present proof, on a form provided by the Employer, that he/she did serve or report as a juror, his time of release, and the amount of pay received therefore.

ARTICLE 27. SAFETY AND HEALTH.

(a) The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employee, and it is their intent to comply with OSHA and other safety and health standards.

(b) The Union may designate a Safety Committee of not more than three (3) employees which will meet with the representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions.

(c) The Union will co-operate with the Employer in encouraging employees to observe the safety regulations which shall be prescribed by the Employer and to work in a safe manner.

ARTICLE 28. WORKER'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Worker's Compensation Laws. Employees, upon written request, may use up to five (5) days of accumulated paid sick leave during the first week of such occupational illness or injury.

ARTICLE 29. WORKING HOURS.

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

(b) The normal hours of work will be seven and one-half (7-1/2) per day and thirty-seven and one-half (37-1/2) per five (5) day week, Monday through Friday. Daily hours of work will normally be consecutive, 8:00 to 4:00 for most employees, except for the one-half (1/2) hour unpaid lunch period, for the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the work day will be considered as starting at 5:00 a.m. and continuous for twenty-four (24) hours thereafter. The workweek will be a period of seven (7) consecutive days commencing at 5:00 a.m. Monday.

(b)(2) Effective as soon as practicable after the execution of the 2008-2011 labor Agreement hours of work per week shall be increased to 40 hours for those employees previously working 37.5 hours per week. Sub section (b) above shall still apply to any employees not scheduled under this new sub section (b)(2). The normal hours of work will be 8 hours per day and 40 hours per five (5) day week, Monday through Friday. Daily hours of work will normally be consecutive, 8:00am to 4:30pm for most employees, except for the one-half (1/2) hour unpaid lunch period, for the purpose of computing overtime, and not as a limitation upon

the scheduling of employees for work, the work day will be considered as starting at 5:00 a.m. and continuous for twenty-four (24) hours thereafter. The workweek will be a period of seven (7) consecutive days commencing at 5:00 a.m. Monday.

If the normal hours of work for any employee are eight (8) hours per day and forty (40) hours per week, rather than seven and one-half (7-1/2) and thirty-seven and one-half (37-1/2), all reference to seven and one-half (7-1/2) hour days shall be deemed to refer to eight (8) hour days in Article 30 Paid Sick Leave, Article 31 Funeral Leave, Article 33 Holiday Provisions, and Article 34 Vacations. Vacations shall similarly be based upon forty (40) hour weeks rather than 1,950.

Normal working hour requirements in subsection (d) shall be increased to 8:00am to 4:30pm. Transition to this new schedule may create questions to be resolved between the parties. Such questions shall be first submitted to special conference for analysis and resolution. Special conference may be called by either party. During the period of analysis and resolution the time deadlines for filing or responding to any grievance shall be extended until either party declares in writing the special conference has ended. Once the special conference is declared in writing to have ended the grievance time deadlines shall commence 5 calendar days after the writing is sent to the other party. The Employer may in its discretion return to the previous employee scheduling and hours worked per week under sub section (b) above after consultation with the union if in the employers sole judgment such reversion to the previous system is in the best interest of the Employer.

(c) It is recognized and understood that deviations from the forgoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employees requests, and emergencies.

(d) Employees will be allowed one-half (1/2) hour off for lunch without pay. For employees working in offices that are required to remain open during the lunch hour, and are required to work during that period, those employees may take their lunch hour at such time as that employee chooses, with notice to his/her supervisor, providing that the office remains open during the daily hours of work (8 a.m. – 4 p.m.). Approval will not be unreasonably denied by the Supervisor.

(e) Employees scheduled to work at least seven (7) hours per day may take two (2) fifteen minute breaks, which shall be taken on the job only, one of which shall be taken as scheduled in the a.m. only, or the first half of their regular shift, and the other of which shall be take as scheduled in the p.m. only, or the second half of their regular shift. Employees who work less than seven (7) hours per day, but at least four (4) hours per day, may take one (1) fifteen minute break as scheduled.

ARTICLE 30. PAID SICK LEAVE.

(a(1)) FOR EMPLOYEES HIRED BEFORE 1/1/05: Regular full time employees covered by this Agreement shall be entitled to one (1) seven and one-half (7-1/2) hour day of paid sick leave for each "calendar month" of employment, with accumulation per sub-section (d) below. A "calendar month" shall consist of a minimum of twelve (12) seven and one-half (7-1/2) hour days worked by an employee during any calendar month. Paid vacation and paid sick leave shall be considered time actually worked towards accumulating sick leave. Regular part-time employees shall be entitled to sick leave with pay in accordance with a pro rata computation based upon the full time accrual schedule.

(a(2)) FOR EMPLOYEES HIRED ON OR AFTER 1/1/05: Regular full time employees covered by this Agreement shall be entitled to 3.75 hours of paid sick leave for each "calendar month" of employment, with accumulation per sub-section (d) below. A "calendar month" shall consist of a minimum of 20 seven and one-half (7-1/2) hour days worked by an employee during any calendar month. Paid vacation but not paid sick leave shall be considered time actually worked towards accumulating sick leave. Regular part-time employees shall be entitled to sick leave with pay in accordance with a pro rata computation based upon the full time accrual schedule.

(b) Paid sick leave will be granted to an employee for time lost due to sickness. Sickness, as used in this subsection, shall include accidental injury or illness, and shall include pregnancy. In the discretion of the Employer, and on an individual basis, employees may be permitted to use paid sick leave where required due to illness or injury of a member of the employee's immediate household necessitating the employee's presence. An Employee using Federal FMLA leave shall first use all paid leave the Employee has accrued (vacation, sick, or disability) and such paid leave shall be counted first in the total measure of leave granted or allowed under the Federal FMLA leave.

(c) If the Employer suspects abuse of paid sick leave by an employee, the Employer shall notify the Union of such suspected abuse and may thereafter require proof that the employee's sickness rendered them unable to report for work.

(d) An employee shall be paid his accumulated sick leave, up to the maximum of seventy-five (75) days, upon death, or upon termination of employment unless terminated for cause.

(e) One (1) sick day shall be deemed to be seven and one-half (7-1/2) hours pay at the employee's base rate of pay exclusive of overtime or other premiums. Sick pay for paid sick leave shall be based upon the employee's normal scheduled work day, not to exceed seven and one-half (7-1/2) hours per day.

ARTICLE 31. FUNERAL LEAVE.

Regular employees shall be allowed up to three (3) working days off, with pay, to attend the funeral of a member of the employee's immediate family and for necessary travel to and from the funeral. Immediate family is to be defined as follows: mother, father, step-parents,

foster parents, brother, sister, wife, husband, children, step-children, foster children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, and grand children, or a member of the employee's household. Funeral pay shall be based upon the employee's normal scheduled work day, and his/her base rate of pay exclusive of overtime or other premiums, not to exceed seven and one-half (7-1/2) hours per day for regular full time employees and for regular part-time employees to exceed neither seven and one-half (7-1/2) hour per day nor the total number of hours paid to the employee during the pervious calendar year divided by 260. For Employees hired before JANUARY 1, 2005 paid funeral leave may be extended for up to two (2) additional working days where necessary for travel to and from the funeral due to distances involved.

For all employees hired on or after JANUARY 1, 2005 funeral leave may be extended for up to two additional working days where necessary for travel to and from the funeral due to distances involved. This extended time shall be unpaid but Employee may use vacation or sick days to make up pay for this extended funeral leave.

ARTICLE 32. TIME AND ONE-HALF.

(a) Time and one-half will be paid as follows:

(1) For all hours actually worked over eight (8) in one work day.

(2) For all hours actually worked over forty (40) in one (1) workweek.

(3) For all hours actually worked on holidays that are defined in this Agreement in addition to holiday pay. For the purposes of this paragraph if the holiday falls on Sunday, Monday shall be considered the holiday, and if the holiday falls on Saturday, Friday shall be considered the holiday.

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

ARTICLE 33. HOLIDAY PROVISIONS.

(a) The paid holidays are designed as: New Year's Day, Good Friday, Memorial Day, fourth of July, Labor Day, General Election Day every two (2) years, Primary Election Day every two (2) years, Thanksgiving Day, Day after Thanksgiving Day, Day Before Christmas, Christmas Day, Day Before New Years, four (4) employee discretion days to be taken in one (1) day increments at a time. An employee who desires to take an employee discretion day shall notify his/her immediate supervisor at least two (2) days prior to taking such time off or as soon as reasonably possible dependent on the circumstances. Such discretionary days may be taken in lieu of the following holidays: Martin Luther King Day, Presidents' Day, Columbus Day, Veterans' Day. Holiday pay

shall be for regular employees only, and shall be based upon the employee's normal scheduled work day, not to exceed seven and one-half (7-1/2) hours and his/her base rate of pay exclusive of overtime or other premiums. For regular part-time employees, holiday pay shall be based upon the normal hours, not to exceed seven and one-half (7-1/2) hours, the employee would otherwise have been scheduled to work on such holiday.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday for pay purposes under this Article. Should the holiday fall on Sunday, Monday shall be considered the holiday for purposes of paid holidays under this Article.

(c) An employee shall be eligible for holiday pay only under the following conditions:

- (1) The employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday pay.
- (2) Exceptions to the preceding subparagraph will be made.
 - (a) Where the employee is granted prior leave for the shift prior to the holiday for good cause, including sickness.
 - (b) Where the employee is granted leave for the shift after the holiday for good cause, including sickness.
 - (c) Such leaves shall be granted only in cases where good and sufficient cause is shown. Substantiation may be required by the Employer.
 - (d) An employee scheduled to work on the holiday shall forfeit any right he may otherwise have to holiday pay if he/she fails to report and work as scheduled.
 - (e) If the holiday is observed during the employee's scheduled vacation, he/she shall be paid for the unworked holiday.
 - (f) No holiday pay shall be granted to an employee on lay-off status, on leave, or otherwise not actually scheduled to work the working day before and the working day after the holiday (or, for part-time employees, their normal working days before and after the holiday), except as provided for vacations herein above.

ARTICLE 34. VACATIONS.

(a) An eligible regular full time employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement, and has been paid for at least 1950 hours during the preceding calendar year, shall receive a vacation corresponding to such years of continuous service and their date of hire as shown:

FOR EMPLOYEES MOST RECENTLY HIRED AFTER JANUARY 1, 2005

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1	1 week (37-1/2 hours)
2 through 7	2 weeks (75 hours)
8 through 14	3 weeks (112-1/2 hours)
15 or more	4 weeks (150 hours)

FOR EMPLOYEES MOST RECENTLY HIRED BEFORE JANUARY 1, 2005

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1	1 week (37-1/2 hours) - 40 ✓
— 2 through 5	2 weeks (75 hours) - 80
6 through 11	3 weeks (112-1/2 hours) - 120
12 through 17	4 weeks (150 hours) - 160
18 through 24	5 weeks (187-1/2 hours) - 200
25 or more	6 weeks (225 hours) - 240

8 hour workday

Regular employees, including regular part-time employees, who have been paid for less than 1950 hours during the preceding calendar year shall receive a prorated vacation, such pro-ration being determined by multiplying the number of hours to which the employee would otherwise be eligible, times the fraction the numerator of which is the number of hours for which the employee was paid in the preceding calendar year, and the denominator of which is 1950 hours. (For example, a regular part-time employee with three (3) years of service who is paid for 910 hours during the preceding calendar year would receive one (1) week vacation, determined as follows: $910 \div 1950 \times 2 \text{ weeks} = 1 \text{ week} = 37\text{-}1/2 \text{ hours}$). If such pro-ration results in a fraction of an hour, the employee's vacation shall be deemed to mean five (5) seven and one-half hour day, or thirty-seven and one-half (37-1/2) hours. Vacations shall normally be scheduled by the week or combination of weeks.

(b) Vacation time cannot be accumulated. Unless the Employer and the employee otherwise mutually agree in writing, any vacation time earned for any one year and not used within that year shall be considered lost to the employee.

(c) The employee's vacation pay rate shall be the same as the employee's base rate at the time of vacation, exclusive of overtime, or other premiums. If a regular pay day falls during an employee's vacation, they may receive that check in advance payment at least five (5) working days prior to commencement of their vacation.

ARTICLE 35. ADVERSE WEATHER DAYS.

Employees will not lose wages or be deducted time from accumulated leave banks for these days.

ARTICLE 36. INSURANCE.

(a) The employer will make available to each regular full time Employee: Life Insurance in the amount of \$50,000.00 which shall continue after retirement only for employees hired before 1/1/2008 No life insurance will be made available in retirement for any employee hired on or after 1/1/2008. The employer will make available to each regular full time Employee the Blue Cross Blue Shield Flexible Blue Plan 3 health insurance plan together with the FB CSR-FB CSR, FB OCSM 24-FB OCSM-24, FB PC\$500M (REQ FB RM 100), FB RM 100 (REQ FB PCM 500), XVA-XVA, DENTAL: TRADITIONAL PLUS PLAN 3, BLUE VISION 12-12-12, AND FB PLAN 3 - 0% (RX) (Collectively called the health program). Each Employee shall establish at a financial institution located in Munising Michigan an eligible Health Savings Account (HSA). The Employer shall pay into the HSA of each FAMILY OR TWO PERSON PLAN EMPLOYEE a maximum of \$4,000.00 per year and a maximum of \$2,000.00 per year FOR EACH SINGLE PLAN EMPLOYEE commencing the first month of conversion to this health program occurs. The initial employer deposit to the employee HSA shall be \$2,500. 00 for each FAMILY OR TWO PERSON PLAN EMPLOYEE and \$1,250.00 for each SINGLE PLAN EMPLOYEE. One half of the initial deposit shall be paid January 2 and the other half June 1 each year. An added deposit by the employer shall be made, not to exceed the remaining annual maximum allowable employer contribution (\$1,500.00 family or two person or \$750.00 single plan), only if the employee has exhausted the initial deposit by incurring health carrier plan deductible expenses in excess of the initial deposit during the plan year. Other expenses paid out of the HSA by the employee shall not qualify when calculating the health carrier plan deductible incurred to date. If an employee has under the above formula exhausted the HSA initial year deposit the employee may request, and the employer shall pay, a subsequent deposit by presenting to the employer a health insurance carrier plan explanation of benefits showing the HSA health carrier plan deductible paid during the plan year to date has exceeded the initial deposit. The employer shall pay the employees actual incurred health carrier plan deductible which exceeds the initial deposit in an amount not to exceed \$500.00 per occurrence, subject to the annual maximum above stated. The Employer may handle special needs requests for an earlier payment schedule on a case by case basis.

The Employee shall pay all health insurance plan deductibles and co-pays. Future premium cost increases shall be shared between the Employee and the Employer. Measured against the above health program's actual introductory 2008 premium cost the Employer shall pay the premium cost increases until the premium cost has increased by a total of 5% over the introductory 2008 premium. The Employee shall pay 25% of all cost increases above this first 5% increase of the introductory premium cost and authorizes

the Employer to deduct such sums from the Employees pay check. The Employee's cost share of the premiums shall be deducted equally throughout the year from each pay period and shall be adjusted as premium costs increase or decrease. Commencing January 1, 2006 any Employee who has elected family continuation coverage for dependant children enrolled in school aged 19-25 shall pay 50% of the family continuation premium cost deducted from the Employee's pay in the manner described above. The parties agree to reopen the contract to discuss other plan changes with the intent to share any savings.

(b) The Employer's obligation hereunder shall exist with respect to any employee only while he/she is in the active service of the Employer, only while he/she continues as a regular full time employee, and only with respect to a month in which the employee is either on paid sick leave or has earnings from the employer for hours actually worked during such month. If an employee wishes to continue his coverage during any period with respect to which the Employer's obligation does not exist or apply, the employee shall have sole responsibility for making all arrangements necessary with the County Clerk's Office for the continuance of such coverage at his/her own expense. No coverage is provided under this Article for any employee beyond the end of the month of his/her termination of employment with the Employer.

Employees who retire from the County with 20 or more years of service will receive 50% of the single subscriber rate toward health insurance after retirement.

(c) Regular part-time employees are eligible for insurance coverage, provided such employees shall have the responsibility for making necessary arrangements with the Employer for payment of 100% of the necessary premiums through payroll deduction.

(d) The Employer, by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage. An employee, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, is the latter of the employee's eligibility or the earliest date permitted by the insurance company following notification of such change by the Employer. The employer will notify the insurance company of any changes requested by the employee within a reasonable period following notification of the Employer by the employee. It is the employee's obligation to assure that he/she has provided proper information concerning his family to the Employer, and that he/she therefore is receiving appropriate insurance benefits. It is also the employee's responsibility to assure that he/she has made adequate provision for any required advance payment of premiums for part-time employees, for continuation of coverage during periods when the Employer's obligation hereunder does not exist, or for additional coverage not provided by the Employer. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, the Employer may automatically terminate insurance benefits, due to the employee's non-payment of

necessary premiums, with or without prior notice to the employee. Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

(e) Any full-time employee at their own option may select to receive in lieu of health insurance (Blue Cross and Blue Shield) in two annual payments, payable on the second pay day in May and November of each year, the fixed amount which was paid to the Sheriff Department Union employees in 2008. The annual payment in years following 2008 shall be increased \$500.00 on 1/1/09, 1/1/10, and 1/1/11. Notwithstanding these annual increases the annual payment shall not exceed 50% of the actual premium cost. Such employees must provide proof of an alternate source of health insurance.

NOTE: The net amount listed above may vary from individual depending upon the employee's eligibility for single or family coverage. Employees who elect to receive cash in lieu of health insurance may not reapply for Blue Cross and Blue Shield until such time as the rules of Blue Cross and Blue Shield will allow.

ARTICLE 37. COMPUTATION OF BENEFITS.

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

ARTICLE 38. GENERAL PROVISIONS.

(a) Any agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

(b) The employees shall notify the Employer of any change of name or address, or of any change which would affect insurance or other benefit status promptly. The Employer shall be entitled to rely upon an employee's last name, address and other information shown on its records for all purposes involving his employment and this Agreement.

(c) Every employee must and hereby agrees to have such physical examinations as are required from time to time by the Employer, and paid for by the Employer, to establish or re-establish the employee's physical fitness to perform his work.

(d) The Employer agrees to notify the Union prior to transfer of any of the operations from one location to another for a period of more than seven (7) calendar days, and to meet with the Union to discuss implementation of such transfer, and the employees to be transferred. If the Union believes the Employer has violated the provisions of this Agreement relating to transfer of operation, or implementation of such transfer, it may file a grievance directly at Step 2 of the grievance procedure.

(e) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

(f) The entire agreement between the parties as set forth in this written instrument, which includes Appendix A through D attached hereto, expresses all of the terms and conditions of employment which shall be applicable during the term thereof to the employees covered hereby.

ARTICLE 39. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 40. APPENDICES.

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

Appendix A – Dues Deduction Authorization Form

Appendix B – Schedule of Rates

Appendix C – Pensions

Appendix D – Longevity

ARTICLE 41. DURATION.

(a) This Agreement shall continue in full force and effect until December 31, 2011, and for successive years thereafter unless notice is given in writing by either the Employer or the Union to the other at least sixty (60) days prior to December 31, 2011, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, negotiations shall begin not later than thirty (30)

days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

(b) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to _____; and if to the Employer, addressed to the Alger County Board of Commissioners, Courthouse, Munising, Michigan 49862, or to any other such address as the Union or the Employer may make available to each other.

ARTICLE 42. EFFECTIVE DATE.

This Agreement shall become effective January 1, 2008.

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

Alison Thomma
ALGER COUNTY COURTHOUSE
EMPLOYEE'S ASSOCIATION

signed 3/12/08

Catherine A. Pullen
ALGER COUNTY BOARD OF
COMMISSIONERS

Em Johanson

Janet Morrison

Dues Authorization Form

Employer: _____

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

An amount established by the Union as monthly dues.

An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to the Union.

Date started union position: _____

Please print clearly and firmly

First Name	Middle Initial	Last Name
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Address

City, State and Zip

Telephone Number	Social Security Number
------------------	------------------------

Signature



Signed up by: _____ Telephone Number _____

EMPLOYER'S COPY

ALGER COURTHOUSE 2008-11 WAGES

APPENDIX B

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CLASS GRADE 1 CUSTODIAN	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	RAISE
1/1/2007	\$ 11.04	\$ 11.70	\$ 12.34	\$ 12.74	\$ 13.25	\$ 13.79	\$ 14.23	2.00%
1/1/2008	\$ 11.26	\$ 11.93	\$ 12.59	\$ 12.99	\$ 13.52	\$ 14.07	\$ 14.51	2.50%
1/1/2009	\$ 11.54	\$ 12.23	\$ 12.90	\$ 13.32	\$ 13.85	\$ 14.42	\$ 14.88	3.00%
1/1/2010	\$ 11.89	\$ 12.60	\$ 13.29	\$ 13.72	\$ 14.27	\$ 14.85	\$ 15.32	3.00%
1/1/2011	\$ 12.25	\$ 12.98	\$ 13.69	\$ 14.13	\$ 14.70	\$ 15.30	\$ 15.78	

CLASS GRADE 2 DEPUTY CLERK DEPUTY CLERK DEPUTY CLERK	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	RAISE
TREASURER <i>Joret</i>								
COUNTY CLERK/REGISTER DEEDS								
STENO/REGISTER DEEDS								
								NOT CURRENTLY A POSITION WITH THE EMPLOYER

1/1/2007	\$ 11.04	\$ 11.28	\$ 12.40	\$ 12.80	\$ 13.33	\$ 13.85	\$ 14.58	2.00%
1/1/2008	\$ 11.26	\$ 11.51	\$ 12.65	\$ 13.06	\$ 13.60	\$ 14.13	\$ 14.85	2.50%
1/1/2009	\$ 11.54	\$ 11.79	\$ 12.96	\$ 13.38	\$ 13.94	\$ 14.48	\$ 15.22	3.00%
1/1/2010	\$ 11.89	\$ 12.16	\$ 13.36	\$ 13.78	\$ 14.35	\$ 14.91	\$ 15.68	3.00%
1/1/2011	\$ 12.25	\$ 12.51	\$ 13.75	\$ 14.20	\$ 14.79	\$ 15.38	\$ 16.15	

CLASS GRADE 3 CUSTODIAN/MAINTENANCE	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	RAISE
								NOT CURRENTLY A POSITION WITH THE EMPLOYER
1/1/2007	\$ 11.04	\$ 11.63	\$ 12.74	\$ 13.13	\$ 13.65	\$ 14.24	\$ 14.70	2.00%
1/1/2008	\$ 11.26	\$ 11.86	\$ 12.99	\$ 13.39	\$ 13.92	\$ 14.52	\$ 14.99	2.50%
1/1/2009	\$ 11.54	\$ 12.16	\$ 13.32	\$ 13.73	\$ 14.27	\$ 14.89	\$ 15.37	3.00%
1/1/2010	\$ 11.89	\$ 12.52	\$ 13.72	\$ 14.14	\$ 14.70	\$ 15.33	\$ 15.83	3.00%
1/1/2011	\$ 12.25	\$ 12.90	\$ 14.13	\$ 14.56	\$ 15.14	\$ 15.79	\$ 16.30	

Calculations of 2 cent raise
 3.00% raise
 need to check all manually from
 beginning work on -

ALGER COURTHOUSE 2008-11 WAGES

PAGE 30 B

CLASS
GRADE 4

START 6 MONTH 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5 YEAR

RAISE

DEPUTY COUNTY CLERK
DEPUTY REGISTER DEEDS
DEPUTY TREASURER
LEGAL ASSISTANT
EQUALIZATION CLERK

	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	RAISE
1/1/2007	\$ 11.04	\$ 11.08	\$ 12.08	\$ 13.35	\$ 13.95	\$ 14.57	\$ 15.24	2.00%
1/1/2008	\$ 11.28	\$ 11.91	\$ 13.14	\$ 13.82	\$ 14.23	\$ 14.88	\$ 15.54	2.50%
1/1/2009	\$ 11.54	\$ 12.21	\$ 13.47	\$ 13.98	\$ 14.58	\$ 15.23	\$ 15.93	3.00%
1/1/2010	\$ 11.89	\$ 12.58	\$ 13.87	\$ 14.38	\$ 15.02	\$ 15.69	\$ 16.41	3.00%
1/1/2011	\$ 12.25	\$ 12.98	\$ 14.29	\$ 14.81	\$ 15.47	\$ 16.18	\$ 18.90	

CLASS
GRADE 5

START 6 MONTH 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5 YEAR

RAISE

CHIEF DEPUTY ADMINISTRATIVE ASSISTANT COUNTY CLERKS OFFICE
CHIEF DEPUTY ADMINISTRATIVE ASSISTANT TREASURERS OFFICE

	START	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	RAISE
1/1/2008	\$ 12.15	\$ 12.75	\$ 13.90	\$ 14.65	\$ 15.25	\$ 15.90	\$ 16.55	2.50%
1/1/2009	\$ 12.45	\$ 13.07	\$ 14.25	\$ 15.02	\$ 15.64	\$ 16.30	\$ 16.96	3.00%
1/1/2010	\$ 12.83	\$ 13.48	\$ 14.67	\$ 15.47	\$ 16.10	\$ 16.79	\$ 17.47	3.00%
1/1/2011	\$ 13.21	\$ 13.86	\$ 15.12	\$ 15.93	\$ 16.58	\$ 17.29	\$ 18.00	

APPENDIX "B"
SCHEDULE OF RATES

When a person promotes to a higher classification, they will be moved to the step the provided them with a pay increase.

SHIFT DIFFERENTIAL: Employees will be paid \$.10 per hour for all hours worked past 4:30 p.m., except custodial employees who will be paid \$.10 for all hours worked past 4:00 p.m.

SPREAD SHEET OF WAGES NEXT TWO PAGES

APPENDIX "C"

PENSIONS

Pension benefits comparable to those currently provided by MERS Plan B-3 shall be continued. The Employer agrees to pay both the Employer's and the employees' share of the pension program.

The Employer agrees to pay the full cost of the MERS F55/25 program. This program among other things allows employees that have reached age 55 with 25 years of credited service to retire with no reduction in pension benefits.

The Employer agrees to pay the full cost of MERS E-2 Rider. This program provides an annual cost of living increase of up to 2-1/2%, based on the consumer price index, for all retirees whose retirement effective date was on or after the effective date of coverage.

All Employees who were most recently hired on or after JANUARY 1, 2005 shall pay the first 3.75% of gross wages as their share of the pension program and the Employer agrees to pay any additional required portion. No Employee in the bargaining unit shall have a pension plan other than the one stated above notwithstanding their pension plan before becoming a member of the bargaining unit.

APPENDIX "D"

LONGEVITY

The Employer shall compensate each employee for longevity as provided for in this Appendix.

Starting 5th year of Employer seniority through 10th year.....	\$200.00
Starting 11th year of Employer seniority through 15th year.....	\$300.00
Starting 16th year of Employer seniority through 20th year.....	\$400.00
Starting 21st year of Employer seniority through 25th year.....	\$500.00
Starting 26th year of Employer seniority.....	\$700.00

LETTER OF UNDERSTANDING

RE: Labor Agreement entered into as of January 1, 2008 between the Alger County Board of commissioners and the Alger County Courthouse Employees Association.

It is hereby mutually understood and agreed.

(1) Although the language on the pre-printed authorization form for deduction of Union dues, or the service fee, is different from the language contained in the collective bargaining agreement, so long as the language of the Union's preprinted form is construed to mean the same as the language contained in the collective bargaining agreement, the Employer will continue to permit the Union to use the pre-printed form.

(2) The classifications of Legal Secretary, Deputy County Clerk, Deputy Register of Deeds, and Deputy Treasurer ("deputy classifications") shall each be considered separate classifications for purposes of layoff, recall and posting. Layoff and recall with "deputy classifications" shall be within each separate classification, provided employees in such "deputy classifications" may bump into classifications other than "deputy classifications" as otherwise provided in the collective bargaining agreement. Similarly, while employees not within such "deputy classifications" may not bump into such classifications, and while employees in such "deputy classifications" cannot cross post into other "deputy classifications", employees in such "deputy classifications" may bid or post into classifications other than "deputy classifications" when there is an opening for which they are otherwise qualified.

(3) If the normal hours of work for any employee are eight (8) hours per day and forty (40) hours per week, rather than seven and one-half (7-1/2) and thirty-seven and one-half (37-1/2), all reference to seven and one-half (7-1/2) hour days shall be deemed to refer to eight (8) hour days in Article 30 Paid Sick Leave, Article 31 Funeral Leave, Article 33 Holiday Provisions, and Article 34 Vacations. Vacations shall similarly be based upon forty (40) hour weeks rather than 1,950.

ALGER COUNTY COURTHOUSE
EMPLOYEES ASSOCIATION

Alison Thomme
James Johnson
Janet Martin

ALGER COUNTY BOARD OF
COMMISSIONERS

Catherine A. Pullen

LETTER OF AGREEMENT

The aforementioned parties do hereby agree as follows:

Notwithstanding the language contained in Article 36, the Employer hereby agreed to waive the years of service requirement to be eligible for paid health insurance for the following employees:

1. Margaret White

2. Beverly Oas

The Employer, by waiving this requirement, agrees to pay 50% of the single subscriber rate for said employees upon retirement in accordance with Article 36.

FOR THE UNION:

Alison Fromme
Sam Johnson
Janet Morrison

FOR THE EMPLOYER:

Christine A. Puller 3/10/08

