

AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January 1, 2010, between the Houghton County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Houghton County Courthouse Employees' Chapter of Local #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25 (hereinafter referred to as the "UNION").

NOTE: 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 and the employees.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in administering 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:

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 employees of Houghton County Courthouse, excluding Department Heads, elected officials and supervisors."

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. AGENCY SHOP:

The Employer hereby recognizes the form of Union organization known as Agency Shop, hereinafter defined as:

"Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Local Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union."

Probationary employees shall be subject to the same Union membership requirements as all other non-excluded employees as defined above. In compliance with this requirement, the Employer and the Union hereby define the term "probationary employee" to refer to an employee whose term of employment is not specifically limited at the time of employment and whose classification as "probationary" shall extend for a period of ninety (90) days, unless reclassified at an earlier date by the Employer. Dues or fees shall become payable upon the employee advancing beyond probationary status.

The Union shall be provided with an opportunity to have a one (1) hour orientation program with new hires.

ARTICLE 4. UNION DUES:

(a) Payment by Check-off: Employees shall tender the monthly membership dues by signing the Authorization for Check-off of Dues Form.

(b) Check-off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off of Dues Form.

(c) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #11, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council 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 hires since the date of submission of the previous month's remittance of dues.

(d) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

ARTICLE 5. NEW EMPLOYEE ORIENTATION

To allow for a new bargaining unit member(s) to be made familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will allow the Chapter Chairperson, or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

ARTICLE 6. UNION REPRESENTATION:

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

ARTICLE 7. STEWARDS AND ALTERNATE STEWARDS:

(a) Employees in the Unit shall be represented by one (1) steward who shall be a regular employee working in that Unit. During his absence from work, an alternate steward may be appointed by the Chairman of the bargaining unit.

(b) The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

ARTICLE 8. SPECIAL CONFERENCES:

Conferences between the Union and the Employer for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, may be arranged and held at a mutually convenient place and time. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the

conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

ARTICLE 9. GRIEVANCE PROCEDURE:

A grievance under this agreement is a written dispute, claim or complaint arising under the terms of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express terms of this Agreement. The parties, recognizing that an orderly grievance process is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Time Limitations:

The failure of a party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a settlement of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work scheduled, illness, vacation, etc., these limits may be extended by mutual consent in writing.

Steps in Procedure

Step 1: The employee, alone or with one (1) Union representative, shall within fifteen (15) working days after he/she knew or should have known of the cause of such grievance, submit the written grievance to the employee's immediate supervisor. The supervisor shall meet with the employee, and/or the Union representative and others mutually deemed necessary. The supervisor shall review the record and further investigate the grievance. The supervisor shall inform the aggrieved employee and the Union representative in writing of his/her decision within five (5) working days after receipt of the grievance.

Step 2: If the grievance is not settled at the first step, the written grievance shall be submitted to the County Controller. This appeal shall take place within five (5) working days after receipt of the written decision of the supervisor. The County Controller shall then answer the appeal after reviewing the record and investigating the grievance within five (5) working days. The County Controller shall inform the aggrieved employee and the Association representative in writing of his/her decision.

Step 3: If the grievance is not settled at the second step, the written grievance shall be submitted to the County Board Chairperson. This appeal shall take place within ten (10) working days after receipt of the written decision of the

County Controller. The County Board Chairperson shall then answer the appeal after reviewing the record and investigating the grievance with the County Board within five (5) working days. The County Board Chairperson shall inform the aggrieved employee and the Union representative in writing of the County Board's decision.

Arbitration:

- A. Time Limit: If a satisfactory settlement is not reached in Step 3, the aggrieved employee and/or the Union must notify the County Board Chairperson in writing within thirty (30) calendar days that they intend to process the grievance to arbitration.
- B. Selection of Arbitrator: Any grievance which cannot be settled through the above procedure may be submitted to arbitration as follows: Either party may request the American Arbitration Association to submit a panel of arbitrators. The party requesting arbitration shall strike the first name and thereafter each shall alternately strike a name from the list until one (1) name remains, who will become the Arbitrator.
- C. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement.
- D. There shall be no appeal from the Arbitrator's decision if made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer and on the Union.
- E. The grievant, witnesses and the chapter representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

ARTICLE 10. 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 11. DISCIPLINARY PROCEDURE:

The Employer shall provide progressive discipline when imposing minor to moderate disciplinary actions in conjunction with the employers established work rules. Disciplinary action may not be imposed upon an employee without just cause.

Progressive in this context shall mean beginning with the least amount of needed corrective action before applying more severe corrective actions.

Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Should it be necessary to reprimand any employees, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

In imposing any discipline, suspension or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than twelve (12) months previously.

ARTICLE 12. DISCHARGE AND SUSPENSION:

The employer agrees, promptly upon discharge or suspension of an employee, to notify in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for discharge or suspension.

The discharged or suspended employee will be allowed to discuss his discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure.

ARTICLE 13. SENIORITY:

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety calendar days' probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period, by accumulating ninety calendar days of employment within not more than one year, he shall be entered on the seniority list of the unit and shall rank for seniority from the date ninety days 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 purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

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

ARTICLE 14. 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 of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union Membership with up-to-date copies at least semi-annually, January 1 and July 1.

ARTICLE 15. LOSS OF SENIORITY:

An employee shall lose his seniority for the following reasons only:

(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 five (5) consecutive working days without notifying the Employer. 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) If he does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (C) above.

ARTICLE 16. SHIFT PREFERENCE:

In the event of multi-shift operation, shifts will be rotated among all qualified personnel within the Department.

ARTICLE 17. SENIORITY OF STEWARDS:

Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the Unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in the Unit which they can perform.

ARTICLE 18. SENIORITY OF OFFICERS:

Notwithstanding their position on the seniority list, the Chapter Chairperson and Chief Steward of the Local Union, shall in the event of a layoff only be continued at work at all times, provided they can perform any of the work available.

ARTICLE 19. SUPPLEMENTAL AGREEMENTS:

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected on or before the fifteenth (15th) of the following month.

ARTICLE 20. LAYOFF DEFINED:

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

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a unit-wide basis. Seniority employees will be laid off according to seniority as defined in Section 13(c), 17 and 18.

(c) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

(d) During a lay-off an employee whose position has been affected will have the right to bump into another classification provided they have the seniority and the ability to do the work.

ARTICLE 21. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13(c), 17 and 18. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 22. TRANSFERS:

(a) Transfer of Employees. If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit as long as the transfer does not exceeded one (1) year, he shall have accumulated

seniority while working in the position to which he was transferred. For transfers exceeding one (1) year the employee's seniority shall freeze as of the date he last occupied his Unit position. Employees under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

(b) In the event of a vacancy or a newly-created position employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the Unit at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 23. PROMOTIONS:

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar days posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four week trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

(b) During the four week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer. The matter may then become a proper subject for the Grievance Procedure.

(c) During the trial period, and thereafter employees shall receive the rate of the job they are performing, and to which their seniority entitles them.

ARTICLE 24. VETERANS:

(a) Reinstatement of Seniority Employees. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such Service, shall be offered re-employment in his previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such

employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

ARTICLE 25. VETERANS LAW:

Except as hereinafter provided, the re-employment rights of employees will be limited by applicable laws and regulations.

ARTICLE 26. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend: school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve Pay and their regular pay with the Unit when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit.

ARTICLE 27. LEAVE OF ABSENCE:

(a) Leaves of absence under the provisions of the Family and Medical Leave Act (FMLA) will be granted in accordance with the requirements of the FMLA and for reasonable periods not to exceed two (2) years without loss of seniority for:

1. Illness leave (physical, mental, and including childbirth and/or complications due to childbirth).
2. Prolonged illness in the immediate family.

Such leave may be extended for like cause.

(b) Members of the Union elected to attend a function of the International Union, such as conventions, shall be allowed time off to attend such conferences and/or conventions.

ARTICLE 28. SICK LEAVE:

(a) One day per month with pay will be allowed each non-elective employee. Sick leave may accumulate to a maximum of one-hundred twenty (120) days. Unused sick leave may not be used as part of vacation. An employee shall be allowed to use sick leave for sickness or injury in the immediate family. Immediate family is to be defined as follows: spouse, child, parent, sibling, significant other, or any individual that the employee is able to claim as a dependant under Internal Revenue Service Code Section 152. Unused sick leave shall be paid to an employee's beneficiary upon death and to the employee upon retirement according to MERS It shall be paid at the regular rate at one-half of the employee's accumulated sick leave up to a maximum of fifty (50) days' accumulation.

(b) A sick leave bank may be established by bargaining unit members from their own accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of one hundred eighty (180) days. Initially, the pool shall be created by a one (1) day per year contribution to the bank from each employee for a period of three (3) years. However, a union member may donate to the sick leave pool any sick days above and beyond the maximum one hundred twenty (120) days which can be accumulated.

The bank will be administered by a committee comprised of two (2) Bargaining Unit members and two (2) Board Members or its designee.

No sick days will be loaned out unless all sick and personal days of the requesting employee are depleted. Application for bank days must be submitted in written form, the committee can then grant no more than thirty (30) days at a time. The sick bank committee will adopt rules regarding the use of these days from time to time. If the total bank deposit falls to less than thirty (30) days, the sick bank committee has the right request donated days from union members to replenish the bank.

If donations are insufficient to replenish the bank, one sick day shall be require of each member, each year, until the bank is restored to the one one hundred eighty (180) day limit.

Employees returning will replenish the days used as soon as possible at the rate of every other sick day earned being repaid to the sick bank until five (5) days are accumulated, then all sick days go to the sick bank until it is repaid. Death, forced retirement or disability which results in the employee not being able to work in the district, will result in forgiveness of these days. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes. Annual reports on the status of this sick leave pool,

including a number of days remaining, will be a mutual duty assigned to the Union and the Employer. The Sick Leave Bank Committee will meet at least once per year and minutes will be kept.

(c) After an employee has borrowed twelve (12) days of sick leave from the sick leave bank, the employee may utilize additional sick leave that has been donated by other employees within the Courthouse and/or Courthouse bargaining unit.

(d) Part-time employees shall accumulate sick leave on a pro-rated basis in direct proportion to hours worked.

ARTICLE 29. FUNERAL LEAVE:

(a) An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: spouse, child, parent, sibling, significant other, or any individual that the employee is able to claim as a dependant under Internal Revenue Service Code Section 152.

(b) An employee will be allowed two (2) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the family other than immediate family. Other than immediate family is to be defined as mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle, niece and nephew, or a member of the employee's household.

(c) Permission may be granted to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pall bearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job, subject to appropriate arrangements with their supervisor as to work schedules and are not to exceed four (4) hours.

ARTICLE 30. WORKING HOURS:

(a) Courthouse: The offices within the Courthouse will be open to the public from 8:00.a.m. until 4:30 p.m., Monday through Friday, with the exception of legal holidays. The regular full working day shall consist of seven and one-half (7 ½) hours per day and thirty-seven and one-half (37 ½) hours per week. Employees may take a coffee break in the a.m.. and also in the p.m.

(b) Custodian: Work hours for the custodian will be based on a forty (40) hour week. Call time shall be paid at time and one-half for a minimum of two (2) hours or actual hours worked, whichever is the greater.

ARTICLE 31. HOLIDAY AND PERSONAL PROVISIONS:

Courthouse and Custodian: The paid holidays are designated as:

New Year's Day	President's Day
Columbus Day	Good Friday
Memorial Day	Veteran's Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas	Day before Christmas
Day before New Year's	all State Legal Holidays

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Employees required to work on any of the above designated holidays shall receive pay at the rate of straight time in addition to the holiday pay.

An employee shall be allowed three (3) personal holidays to be used at the discretion of the employee subject and conditioned upon the department head's approval of the day requested but said approval shall not be unreasonably withheld.

Part-time employees will be paid their current rate, pro-rated according to their FTE for said holidays unless stated otherwise in a Letter of Agreement.

ARTICLE 32. VACATION:

After the completion of (1) one full year of employment,
(1) one work week.

After the completion of (2) two years of continuous
employment, (2) two work weeks.

After the completion of (5) five years of continuous
employment, (3) three work weeks.

After the completion of (10) ten years of continuous
employment, (4) four work weeks.

After the completion of (20) twenty years of continuous
employment, (1) one additional day per year thereafter to a
maximum of (5) work weeks.

Part-time employees shall accumulate vacation on a pro-rated basis in direct proportion to hours worked.

Preference of vacations shall be granted on the basis of seniority. Unused vacation time will not be paid for by the County.

After the completion of the first full year of employment, vacations shall be earned on a monthly basis.

ARTICLE 33. VACATION PERIOD:

(a) Vacations can be taken any time during the period January 1 to December 31, considering both the wishes of employees and efficient operation of the Department.

(b) Vacations may be taken in a period of consecutive days or may be fragmented providing such scheduling does not drastically interfere with the operation.

(c) If an employee becomes ill or is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE 34. PAY ADVANCE:

(a) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(b) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 35. UNION BULLETIN BOARDS:

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

ARTICLE 36. RATES FOR NEW JOBS:

When a new job is placed in a unit and cannot be properly placed

in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 37. TEMPORARY ASSIGNMENTS:

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 38. HEALTH AND SAFETY COMMITTEE:

A Safety Committee of employees and Employer representatives not to exceed two representatives from the Union and two representatives from the Employer and the Department Head is hereby established. This Committee shall meet upon request of either party for the purpose of making recommendations to the Employer. Any issue that an employee may have regarding health or safety in the workplace shall first be discussed with his/her Department Head. In the event that the employee does not obtain the relief requested from their Department Head, the issue may, at the request of either the Employer or employee, be submitted to the Health and Safety Committee, which shall make a recommendation to the County Board. Any issues not resolved through the County Board may be submitted directly to the third step of the grievance procedure.

ARTICLE 39. HOSPITALIZATION MEDICAL COVERAGE:

The Employer agrees to provide the employees with four options for hospitalization medical coverage or with a cash in lieu of payment for a waiver of medical coverage. The plan to be one of four (4) options as follows:

See attached Health Insurance Options page.

Effective January 1 of each subsequent year of this contract, the Health Insurance Options page will be updated for any increases or decreases in plan rates. Options 2, 3 and 4 increment increases will be determined by the cost of Plan 1.

The cash-in-lieu payment will be equal to 40% of the premium in effect for the given year for Plan 1 (Core Plan). Employees qualified to enroll in the plan as a single member, two person or family will receive 40% of the applicable rate for Plan 1.

The Employer shall also pay 50% of the family continuation rider.

This coverage shall be applied to all seniority employees. If any other employee group employed by the County receives an improvement in

any medical insurance plan provided by the Employer, the same improved benefit shall be provided to the AFSCME, Court House unit employees.

The Union further agrees that the Employer may change the insurance provider, with the Union's consent, providing that said new coverage is equal to or better than the coverage now provided its employees.

The parties agree to form a Healthcare Cost Containment Committee made up of an equal number of members from the Union and the Employer which will review and agree to further cost containment programs to cover both active employees and future retirees during the term of the Contract.

Said cost containment programs shall not diminish the level of benefits provided in the basic plans. The parties are committed to investigate programs which will reduce costs. Programs to be considered could include alternative Health Care Providers, additional cost containment programs, and alternative plans.

Any programs agreed to by the parties may be implemented during the term of this agreement.

ARTICLE 40. WORKER'S COMPENSATION:

Each employee will be covered by the applicable Worker's Compensation Laws.

ARTICLE 41. JURY DUTY:

Should an employee be selected for jury duty, the Employer shall pay the difference between the employee's regular pay and jury duty pay.

ARTICLE 42. APPENDIXES:

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

- Appendix A. - Classification and Rates
- Appendix B. - Temporary Employment Status
- Appendix C. - Longevity
- Appendix D. - Pension
- Appendix E. - Life and Accidental Death Insurance
- Appendix F. - Management Rights
- Appendix G. - Physical Examinations
- Appendix H. - People Deductions
- Appendix I. - Compensatory Time
- Appendix J. - Initiative Award
- Appendix K. - Combined CH Maintenance/Airport Equip. Operator
- Appendix L. - Accretion of 911 Employee/Position
- Appendix M. - Clothing Allowance

ARTICLE 43. TERMINATION AND MODIFICATION:

This Agreement shall continue in full force and effect until 11:59 P.M., December 31, 2011.

(a) If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on ninety (90) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with paragraph (c), this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to Chairman of the Houghton County Board of Commissioners, Houghton County Courthouse, Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each other.

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

LOCAL #226, COUNCIL #25 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:

HOUGHTON COUNTY BOARD OF
COMMISSIONERS:

County Clerk

APPENDIX A
CLASSIFICATION AND RATES
FOR 2010 and 2011

Effective Dates and Rate of Increase:

2010 - No Wage Increase; 1.0% lump sum bonus
paid in January; 0.5% lump sum bonus paid July 1st.

2011 - Wage-only re-opener to be opened by either party
By October 31, 2010.

*Note:

1. During the term of this agreement Neil Hayrynen shall receive a \$650.00/year stipend to compensate him for working split shifts.
2. Overtime will be paid to the maintenance department personnel in the event they are requested to stay late or perform special projects.
3. During the term of this agreement Paul Sintkowski shall receive a \$500.00/year stipend for work performed in the capacity of Chief Deputy Register of Deeds.

**APPENDIX B
TEMPORARY EMPLOYMENT STATUS**

Employees hired to fill in during vacation periods will be notified of their temporary status. Such employees will not be covered by the terms of this Agreement.

APPENDIX C LONGEVITY

Longevity shall be paid on the employee's anniversary date and shall be paid by separate check as follows:

After 5 years of service	\$200.00
After 10 years of service	\$350.00
After 15 years of service	\$500.00
After 20 years of service	\$600.00

An additional \$30 for each year of service between each increment shall be applied for years 5 to 10 and 10 to 15. An additional \$20 for each year of service between each increment shall be applied for years 15 to 20. There will be a \$600.00 cap on longevity pay.

**APPENDIX D
PENSION**

Effective May 1, 2008, the Employer will provide the employees with B-4, F55/15 retirement plan. The employees will contribute a 2.9% per hour deduction towards the funding of the B-4, F55/15 retirement plan. The 2.9% will be considered as deferred compensation.

A quarterly review of each employee's MERS Pension Contribution will be made available to each employee and the Bargaining Unit upon receipt of each employee's consent to such disclosure.

Effective January 1, 2001 and each odd year thereafter- provided the County and Courthouse unit meet the minimum funding requirements as prescribed by MERS- an E-Rider not to exceed 2.5% will be added.

**APPENDIX E
LIFE AND ACCIDENTAL DEATH INSURANCE**

The Employer shall provide term life coverage at a minimum of \$10,000 or 1.0 times basic annual earnings to a maximum of \$50,000 and Accidental Death and Dismemberment is also inclusive at no cost to the employee. All coverage terminates upon retirement or job separation.

APPENDIX F
MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement and are set forth as negotiable in Public Acts 379 shall remain vested exclusively in the Employer. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its equipment and operations and to direct its working forces.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for cause, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and/or disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation therein and the institution of new and/or improved methods or changes therein.
5. Determine the qualifications of employees.
6. Determine the production, service, maintenance or distribution of work and the source of materials and supplies.
7. Determine the policy affecting the selection, testing or training of employees.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

**APPENDIX G
PHYSICAL EXAMINATIONS**

The Employer may require a physical examination of an employee to determine whether an employee's health may be suitable for employment when an employee has been absent without seeking medical consultation for an extended period of time. The Employer reserves the right to select the physician and will bear the full cost thereof. An employee who prefers to see a physician of his choice will be responsible for payment of services.

**APPENDIX H
PEOPLE DEDUCTIONS**

The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**APPENDIX I
COMPENSATORY TIME**

Employees shall be granted either compensatory time, at time and one half, or overtime pay as determined by the Department Head, consistent with the applicable provisions of the budget. The supervisor shall approve the use of compensatory time in place of overtime pay in advance of working the hours.

Employees may accrue compensatory time to a maximum of (forty) 40 hours. Each employee shall be responsible for maintaining a schedule of their compensatory time earned and used and the balance remaining. Employees must submit the schedule to their department head at the end of any pay-period in which compensatory time is earned or used. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of forty (40) hours.

Use of compensatory time by employees must be approved by their Department Head. The Department Head shall endeavor to grant an employee the use of his/her accrued compensatory time when requested by the employee. The Department Head shall be entitled to compel the employee to use accrued compensatory time as long as it remains lawful to do so.

**APPENDIX J
INITIATIVE AWARD**

The parties hereby mutually agree that bargaining unit members who through their own initiative(s) save the Employer substantial monies shall be considered for an employee initiative award. Such award shall be half of the savings generated up to a maximum of five hundred dollars (\$500) per instance.

Employees requesting said award shall be responsible for providing documentation to the Employer substantiating such savings.

In the event a dispute arises regarding actual savings generated, the parties agree to meet in special conference in an attempt to resolve the dispute. If the dispute remains and the Employer's reasons for not paying the award are arbitrary and capricious, the Union may file a grievance at the third step.

**APPENDIX K
COMBINED COURTHOUSE MAINTENANCE/AIRPORT EQUIPMENT OPERATOR**

1. The position, Courthouse Maintenance/Airport Equipment Operator, is a part-time position recognized under this Agreement. Benefits shall be paid in accordance with the Agreement on a pro-rated basis.
2. The employee shall be assigned to work at both the Courthouse and the Airport and shall be guaranteed twenty (20) hours of work per week. However, the employee may be scheduled up to forty (40) per week as needed. No less than one (1) shift per month shall be scheduled at the Airport.
3. While working at the Courthouse, the employee shall receive wages in accordance with Pay Grade T-6, while working at the Airport the employee shall receive Equipment Operator wage and steps in accordance with the appropriate month/years of service.
4. All seniority accrued may be transferred to the Airport in the event of future vacancies. However, such seniority may not be transferred back to the Courthouse once the initial transfer has been made.

**APPENDIX L
ACCRETION OF 911 EMPLOYEE/POSITION**

Houghton County shall acknowledge as and place the 911 Administrative Assistant position within the collective bargaining agreement and shall be subject to all its provisions except as otherwise provided hereafter.

Said position shall accumulate vacation, sick and personal leave time, as provided for in the collective bargaining agreement, on a pro-rated basis. Those benefits shall accrue from the time of his/her date of hire by the County provided that there is less than a one-year break in service before being hired for the 911 Administrative Position.

Said position shall receive holiday pay for those holidays as provided for in the collective bargaining agreement only if scheduled to work on the given holiday.

Said position shall be awarded seniority for job bidding and layoff from the time he/she became a member of the bargaining unit.

**APPENDIX M
CLOTHING ALLOWANCE**

An allowance of \$400.00 per year will be made for clothing maintenance. This will be paid in the amount of \$200.00 on June 15 and \$200.00 on December 15.

**LETTER OF AGREEMENT
BETWEEN
HOUGHTON COUNTY
AND
HOUGHTON COUNTY EMPLOYEES' CHAPTER OF LOCAL 226,
MICHIGAN COUNCIL #25, AFSCME, AFLCIO**

**RE: JOB EVALUATIONS, CLASSIFICATIONS/RATES, AND WAGE STUDY
IMPLEMENTATION.**

Effective January 1, 2010, the Legal Secretary/Crime Victim Advocate and Probate Register positions will be upgraded by two (2) pay grades.

All bargaining unit job classifications/descriptions will be updated to accurately reflect the job duties/adjusted point scoring system no later than ninety (90) days after the implementation of the 2010-2011 Agreement, with a revised copy provided to each employee. The revised point scoring system shall be made an attachment to the Agreement.

Following the implementation of the 2010-2011 Agreement, a labor-management committee will be comprised to compile the materials used/necessary for carrying out the wage study and outlining how to implement future studies. A copy of such compilation shall be furnished to the Union, Controller's office, and County Clerk's office. All bargaining unit employees shall be granted access to such information during working hours.

Discussion will continue between the Employer and the Union regarding how future wage/point scoring adjustments will be evaluated should duties and responsibilities be changed/added to bargaining unit classifications.

Dated this _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

AGREEMENT

BETWEEN

HOUGHTON COUNTY BOARD OF COMMISSIONERS

AND

HOUGHTON COUNTY COURTHOUSE EMPLOYEES

CHAPTER OF LOCAL #226

Affiliated with Michigan Council #25, American
Federation

of State, County and Municipal Employees, AFL-CIO



Effective: January 1, 2010
Termination: December 31, 2011

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