

AGREEMENT

BETWEEN

THE COUNTY OF IRON

AND

**THE IRON COUNTY COURTHOUSE
EMPLOYEES' CHAPTER OF LOCAL
#1424, MICHIGAN COUNCIL #25,
AFSCME, AFL-CIO**

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AGREEMENT

This Agreement entered into on the date it is executed below, between the County of Iron, a municipal corporation of the State of Michigan, (hereinafter referred to as the "EMPLOYER" OR "COUNTY") and Iron County Courthouse Employees' Unit of Local #1424, affiliated with the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO and Council #25 (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

The General purpose of this Agreement is to set forth terms and conditions of employment, and to promote safe, orderly, and peaceful labor relations for the mutual interest of the Employer, and employees of the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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 rate of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all of the employees of the Employer included in the bargaining unit described below:

(b) All full time and regular part-time Courthouse employees; excluding employees of the Sheriff's Department, executive positions and department heads, as determined by the Michigan Employment Relations Commission ("MERC"), supervisors as defined by MERC, temporary employees as defined herein, and secretary to the Board of Commissioners.

(c) A regular part-time employee is defined as an employee who is regularly scheduled to work less than thirty seven and one-half (37½) hours per week.

(d) A temporary employee is defined as an employee hired to augment the work force seasonally or during periods of peak workload or to replace regular full-time employees who are on leave of absence. Temporary employees replacing employees on leave of absence shall not be eligible for Union membership. In the event other temporary employees (i.e. a temporary employee not hired to replace an employee on a leave of absence) are paid for more than 1,040 hours in one (1) year, the position occupied by the employee shall be considered a regular full time position and shall be subject to the job posting and bidding provisions of this Agreement. Should a regular full time position filled by a temporary employee as a result of a leave of absence become vacant through resignation or failure of the employee on leave of absence to return, such position shall be subject to the job posting and bidding provisions of this agreement. In the event the position is awarded to an incumbent temporary employee, said employee shall be eligible to become a member of the Union and rank for seniority purposes based on the cumulative total of actual working days starting from the date of the original hire.

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. UNION SECURITY (Agency Shop).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the union at that time shall be required, as a condition of continued employment to continue membership in the Union or to pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing one hundred twenty-two (122) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the one hundred twenty-second (122nd) day following the beginning of their employment in the unit.

ARTICLE 4. 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 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 removed only by written notice, ~~given during the period one hundred twenty two (122) days immediately prior to~~ expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amount 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) See Union check off form.

ARTICLE 5. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall be executed by the employee. The written authorization for representation fee 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) days immediately prior to the 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 4 of this Agreement.

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

(d) See Article 4, subparagraph (d).

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin. Check-off deductions, under all properly-executed authorization for check-off, shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Deductions for any calendar month shall be remitted to such address designated to the financial officer of Michigan Council #25, 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.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the employment status, of employees who are no longer subject to deductions and further, advise said financial officer by submission of the previous month's remittance of dues.

ARTICLE 7. UNION REPRESENTATION.

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

ARTICLE 8. MANAGEMENT RIGHTS.

The County of Iron, on its behalf and on behalf of the electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States. Further, except as clearly, expressly and specifically limited by the provisions of this Agreement, the County of Iron reserves unto itself, its elected officials and its appointed managers, the executive management and administrative control of the County government and its properties and the activities of its employees while on the job; to manage and direct the work force including the right to determine the size and utilization thereof, including the right to hire, promote, layoff, recall, transfer, discipline or discharge for just cause, its employees; to assign work, subcontract for non-bargaining work; to introduce new and improved operating methods, procedures, organizational concepts and/or facilities; to change existing operating methods, procedures, organizational concepts and/or facilities; to determine the services, supplies and equipment necessary to continue county operations;

to adopt reasonable rules, regulations and policies for the operations of the County and its departments; to determine the qualifications and duties of its employees in conformance with the provisions of this Agreement; state and federal law, and to manage the day to day operations of county government in the traditional manner.

ARTICLE 9. STEWARDS AND ALTERNATE STEWARDS.

(a) The employees of the Courthouse shall be represented by one (1) steward, who shall be a regular employee working member.

(b) The stewards, without loss of time or pay, at a mutually agreeable time may investigate, with permission of the supervisor, and present grievances to the Employer.

ARTICLE 10. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. 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, and shall be held at a time and place mutually agreeable to the parties. It is expressly understood that the purpose of such conference shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conference be used as a substitute for the grievance procedure. The members of the Union shall not lose time or pay for time spent in such special conference. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representative of the Employer, for which a written request has been made.

ARTICLE 11. GRIEVANCE PROCEDURE

(a) Grievance Defined. A grievance is a dispute, claim or complaint arising under 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 provisions of this Agreement.

(b) Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. All grievances shall be discussed with the Department Head within ten (10) working days from the time of the occurrence of the events giving rise to the grievance or within ten (10) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, the Steward may be present. The Department Head will give the employee concerned and the representative of the union, an oral answer to the grievance within ten (10) working days. Every effort shall be made to settle the Grievance in this manner.

Step 2. Written Procedure to the Department Head. If the complaint is not satisfactorily settled in the Step 1 Verbal Procedure, the grievance shall be reduced to writing, signed by the employee or representative of the union, and, within ten (10) working days from the time of the oral answer, submitted to the Department Head. In order to be a proper matter for the grievance procedure, the written grievance, signed by the employee or the union representative, shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The Department Head, the employee involved, and the Steward may discuss the grievance. The Department Head, shall place an answer on the written grievance, sign the answer within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to County Board of Commissioners. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Chapter Chairperson may appeal the Step 2 decision by delivering to the County through the County Clerks office a written appeal concerning the grievance within ten (10) working days following the receipt of the Step 2 written disposition of the grievance. The Chairman of the Iron County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within ten (10) working days following the date of the Board of Commissioners' next regular scheduled meeting, and return it to the Chapter Chairperson, with a copy to the Council 25 Representative.

Step 4. Third Party Dispute Resolution.

(a) Mediation. In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be immediately referred to the Michigan Employment Relations Commission for the purpose of grievance mediation. Mediation may be waived upon mutual agreement.

(b) Arbitration. If the grievance has not been settled in the last step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within thirty (30) working days after receipt of the last step answer. All matters shall be submitted to arbitration by filing the Arbitration Request Form with the American Arbitration Association and delivering a copy of this form to the County through the County Clerks Office within thirty (30) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the American Arbitration Association and deliver a copy of this form to the County through the County Clerks office not later than thirty (30) working days following the date the County's written Step 3 disposition was due. The Grievance may thereafter be submitted to arbitration to be conducted under the rules of the American Arbitration Association. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. The time limits for requesting arbitration may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

(c) Selection of Arbitrator. The arbitrator shall be selected in accordance with AAA rules. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record, and provides a copy to the other party without charge.

(d) Withdrawal of Grievances and Cases. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability. After a case has been referred to the American Arbitration Association, the case may not be withdrawn by either party except by mutual consent.

(e) Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to rule on the discipline, layoff, recall, or termination of any probationary employee for other than Union activities. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of the Agreement as generalized in the

management rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and either party may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than ten (10) working days to the time the grievance was first discussed at Step One. All claims for back wages shall be limited to the amount of wages that the employee would otherwise earned, less any unemployment compensation and compensation for personal services that the employee may have received from any source during the period in question.

(f) Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, Employer and employees in the bargaining unit; provided however that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this agreement.

(g) Non-Employee Representatives. The Union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to Step 1, Oral Procedure.

(h) Grievance Forms. The grievance form shall be supplied by the Union which coincides with the Grievance Procedure established in this Agreement.

(i) Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period specified.

(j) Time Computation. Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

(k) Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the discharged employee shall be filed within five (5) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

(l) Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all the employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that, any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which established a procedure whereby the military veteran may challenge the Employer's determination regarding the veteran's employment status will be required to, no later than Step 4 of the grievance procedure elect in writing either the arbitration procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any Grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any arbitration proceeding.

ARTICLE 12. 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 unless overtime was involved, less any unemployment or additional compensation for personal services (beyond what the employee earned in an outside position held prior to the discharge), that the employee may have received from any source during the period in question.

ARTICLE 13. DISCHARGE OR DISCIPLINE

(a) Employees will be informed as to the nature of the business for which their Department Head or supervisor may require their presence for a meeting. If the nature of the business is for discipline, suspension or discharge, the Employer will advise the employee of his right to Union representation and to have a Union representative present prior to any discussion on the matter.

(b) In the event that the Employer determines to discharge or discipline any employee (at the written level or above), the employee shall be advised of the reasons for the discharge or discipline and shall be provided a written statement of these reasons. The Employer agrees promptly, upon the discharge or discipline of an employee (at the written warning level or above), to notify the Steward in writing of the discharge or discipline. Upon request by the employee, the Employer will discuss the discharge or discipline (at the written warning level or above), with the Steward and/or the employee. The Employer may also suspend an employee pending investigation, and such suspended employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension or discharge. In the event a disciplinary suspension is determined, the employee may be credited for time off. 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. Discipline shall be for just cause and administered progressively where circumstances reasonable permit progressive discipline.

ARTICLE 14. SENIORITY (Probationary Employees).

(a) New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty-two (122) calendar days of their employment. The one hundred twenty-two (122) calendar days probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating one hundred twenty-two (122) calendar days of employment within not more than one (1) year, he shall be entered on the seniority list of the Unit and shall rank for seniority from the day one hundred twenty-two (122) days prior to the day he completes the probationary period.

(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 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

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

(d) Regular part-time employees shall have their seniority pro-rated based on time worked versus a full time employee.

ARTICLE 15. SENIORITY LIST.

(a) The seniority list shall not be affected by age, race, creed, sex, marital status or dependents of the employee.

(b) The seniority list on the date of the Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will provide a current seniority list to the Chapter Chairperson and will post said list during January of each year. Within fifteen (15) working days of such posting, each employee shall either sign the seniority list next to his/her name, or shall file a written, signed objection to the list, with the Administrator. The Union may also object to such in writing within fifteen (15) working days of such posting. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the Employer may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of further revisions of such lists.

ARTICLE 16. 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.
- (d) If he does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) If he is laid off for a period equal to his total length of service or eighteen (18) months, whichever is less.
- (g) If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

ARTICLE 17. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the unit.

ARTICLE 18. SENIORITY OF STEWARDS.

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

ARTICLE 19. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the Unit Chairperson and Secretary shall, in the event of a layoff, only be continued at work at all times, provided they can perform the work available.

ARTICLE 20. 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 within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 21. LAYOFF DEFINED.

- (a) The word "layoff" means a reduction in the working force.
- (b) When the Employer determines it is necessary to reduce the working force for any reason, the following procedures shall be followed:
 - 1. In the event a layoff is necessary, the Employer shall notify the Chapter Chairperson and affected employee, in writing, at least two (2) weeks prior to the effective day of the layoff. Such notice shall include the number of employees scheduled for layoff, their names, seniority and classification.
 - 2. Within forty-eight hours of notification of intended layoff, the Employer shall meet with the Union and the affected employee(s). Said meeting shall include discussion regarding layoff, bumping or transfers.
 - 3. In the event the affected employee agrees to accept a transfer in lieu of a layoff, such transfer shall not result in a reduction of pay or hours.
 - 4. When an employee has no transfer option or chooses not to transfer, the following procedure shall take place.
- (c) Within five (5) working days of the meeting regarding layoff, the laid off employee may either accept the layoff, or elect to bump a less senior employee, provided they meet the minimum requirements and have the ability to perform the job.

ARTICLE 22. RECALL PROCEDURE.

(a) When the work force is increased, employees laid off shall be recalled according to seniority as defined in Articles 15, 19, and 20.

(b) If an employee cannot report because of illness or injury, he shall notify his department head as soon as possible, and the above then (10) days shall be waived.

ARTICLE 23. 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 within one (1) year, he shall have accumulated seniority while working in the position which he was transferred. After one (1) year, the employee's seniority is frozen. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) The Employer shall have the right to fill the vacancy for the first seven (7) days.

ARTICLE 24. JOB POSTING AND BIDDING PROCEDURE.

(a) Job vacancies and/or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Job vacancies and newly created positions will be posted for a period of seven (7) calendar days setting forth the minimum requirement of the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the position and who meets the minimum requirements shall be granted a four (4) week trial period to determine his ability to perform the job and his desire to remain on the job. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to such employee's steward. In the event the senior applicant disagrees with the reason for the denial, it shall be a proper subject for the grievance procedure.

(b) During his four (4) 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 Union in writing by the Employer. The matter may then become a proper subject for the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification for hours performed at said higher classification.

ARTICLE 25. VETERANS.

(a) Reinstatement of Seniority Employees. Any employee who enters the 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 one hundred twenty-two (122) days.

ARTICLE 26. VETERANS LAW.

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

ARTICLE 27. EDUCATIONAL (AND OTHER) LEAVE(S) 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 the 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 when they are called to active duty for training purposes for a period of two (2) weeks or less, and when they are on full time active duty in the Reserve or the National Guard, provided proof of service and pay is submitted, and such payments are required by the appropriate laws of either the State of Michigan and/or the federal government. Such

payments will also be made to those members of the regular armed forces who are employees of the County, and are in an inactive status due to a reduction in force, retirement, and/or honorable or general discharge, and are recalled to active duty by way of a partial and/or full mobilization, but again provided proof of service and pay is submitted, and such payments are required by the appropriate laws of either the State of Michigan and/or the federal government.

ARTICLE 28. LEAVE OF ABSENCE.

(a) Purposes of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee's seniority and employment relationship with the Employer shall terminate if an employee falsifies the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

(b) Disability Leave. A disability leave of absence will be granted to employees who are unable to work because of non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided however, that an employee may not be on disability leave for a period of more than the total of the employee's accumulated sick leave plus an additional twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this section. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning from work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work. An employee whose leave ends prior to their being able to return to work will be considered on layoff with right to return in accordance with Article 23, Recall.

(c) Workers Compensation Leave. Upon written application, a leave of absence without pay for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving voluntary Workers' Compensation payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the employer upon the written request of the employee for a period of up to six (6) months if the Employer's medical advisors indicate that the employee will be able to return to work within the period of the extension. The Employer may require at any time, as a condition of continuance of a Worker's Compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. An employee whose leave ends prior to being able to return to work will be considered to be on layoff with the right to return in accordance with Article 23, Recall.

(d) Unpaid Leave of Absence. Leave of absence, without pay or benefits, and for a reasonable period not to exceed one (1) year will be granted without loss of seniority for a change in area of spouse's employment (once in a five (5) year period) or for educational purposes, at the employee's own expense.

(e) Military Training or Emergency Duty Leave. Employees required to perform active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's commanding officer. In instances where an employee is required to perform emergency duty, the Employer will pay the difference between the employee's regular scheduled hours and the amount the employee receives from the military service and continue payment of health insurance benefits for a period of up to thirty (30) consecutive days. The provisions of this section do not apply to an employee's initial period of active duty for training.

(f) Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work, with minimal retraining in a period not to exceed 30 days provided by the Employer.

ARTICLE 29. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to Local Union positions or selected by this Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return, shall be re-employed at work with accumulated seniority.

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

ARTICLE 30. SICK LEAVE.

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month or twelve (12) per year with a total maximum of one hundred twenty (120) days accumulation. One-half (1/2) of all unused sick leave days will be paid upon severance of employment with the Employer and upon the death of an employee one-half (1/2) of the unused sick leave will be paid at the prevailing rate to the employee's beneficiary. The County Administrator's Office shall issue to each employee a statement of his accumulated sick leave through December 31st of each year in the first week of January of the following year. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. For those employees who have previously accumulated one hundred twenty (120) sick days, there shall be no deductions therefrom unless more than twelve (12) sick days are taken in a calendar year.

(b) Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

(1) Acute personal illness or incapacity of the employee, immediate family member or other dependent residing in the employee's household.

(2) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employees attendance at work.

(3) Sick leave will be authorized when an employee is taken ill on the job.

Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

Any employee who shall take sick leave from their duties shall not engage in any other employment during the time the employee was scheduled to be at work. Misuse of sick leave by an employee may be grounds for disciplinary action. After three consecutive

sick days, the employer may require a doctors release to return back to work. This clause shall not violate the Family Medical Leave Act (FMLA).

Employees, if requested, will be required and will submit a report from the doctor following a prolonged illness or injury indicating that he is physically able to do work available before he returns to active work.

ARTICLE 31. FUNERAL LEAVE.

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Such leave shall be to attend the funeral or other related activities. The employee will be paid during such leave of absence only for such days of leave as are his/her regular scheduled work days. An additional two (2) days may be granted for funerals involving immediate household family members at the discretion of the elected or appointed department head. Such leave will be deducted from the employee's earned sick leave. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, grandparents, grandchildren, current mother-in-law, father-in-law, brother-in-law and sister-in-law, or a member of the employee's household. Spouse's family shall be same as above. Up to three days time shall be given to attend the funeral of a Son in law or Daughter in law, the time will be deducted from any employee benefit time of their choice. The County will permit County employees one-half day for funeral leave to attend the funeral of any County employee, provided however, that the requested allowance for such leave be in writing and the number of employees who shall be scheduled for such funeral leave will be subject to the discretion and approval of the County officials to maintain County service.

ARTICLE 32. PERSONAL LEAVE.

Up to three (3) days per year will be granted to each employee, except new hires, which may be used for personal leave. These days are non-accumulate, and are not to be deducted from an employee's sick leave accumulation. New hires will be awarded a pro-rated portion of the three (3) days they would have earned had they worked for the full calendar year in which they were hired, based on the number of hours they are expected to work prior to December 31st of the calendar year in which they are hired, being divided by the number of hours they would have worked, if they had worked the full calendar year in which they were hired; usually 1,950.

ARTICLE 33. WORKING HOURS (Shift Premium and Overtime).

(a) Employees who work on the second or third shift shall receive, in addition to their regular pay for the pay period, ten cents (\$.10) per hour and fifteen cents (\$.15) per hour, respectively.

(b) The first shift is any shift that regularly starts on or after 4:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.

(c) All employees are expected to be at their regularly assigned work station at their scheduled time and begin work.

(d) The regular working day shall consist of seven and one-half ($7\frac{1}{2}$) hours per day. Regular part-time employees shall work a minimum of four (4) hours per day unless otherwise mutually agreed.

(e) Employees may take a "coffee break" in the A.M. and also a "coffee break" in the P.M. of fifteen (15) minutes duration each, or the first half and second half of their regular shift whichever may apply.

(f) Employees shall be guaranteed a seven and one-half ($7\frac{1}{2}$) hour shift. Any hours worked other than the guaranteed shift will be paid at the rate of time and one-half ($1\frac{1}{2}$).

(g) Time and one-half ($1\frac{1}{2}$), in addition to holiday pay shall be paid for all hours worked on holidays.

(h) An employee reporting for call-back time or court time duty shall be guaranteed at least one (1) hour of pay and shall be paid time and one-half ($1\frac{1}{2}$) for all such hours actually worked. Employees shall also receive mileage for call back time.

(i) Overtime will be on a rotating basis in an attempt to equalize overtime pay whenever possible.

(j) An employee may request and the Employer at its discretion may permit an employee to work during periods not regularly scheduled for the purpose of receiving compensatory time off during his regularly scheduled work hours. When permitted, the employee shall not receive overtime pay nor shall he receive second or third shift premiums.

ARTICLE 34. HOLIDAY PROVISIONS.

(a) The paid holidays are designed as New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Day and the closest working day

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before or after Christmas. Employees will be paid their current rate based on regular working day pay for said holidays.

(b) If a holiday shall fall on a Sunday, then Monday shall be considered as the working holiday, and if a holiday shall fall on a Saturday, then Friday shall be considered as the working holiday.

(c) All employees prior to receiving holiday pay must work on the last and next scheduled work day unless on an authorized absence.

ARTICLE 35. VACATION ELIGIBILITY.

(a) Employee shall be entitled to paid vacation as follows :

<u>Years of Service</u>	<u>Days Per Year</u>
1-4	10
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15 or more	25 maximum

(b) Employees may take vacation as it is earned.

ARTICLE 36. VACATION PERIOD.

(a) Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacation may be split into one (1) or more days with the approval of the department head.

(c) When a holiday is observed by the Employer during a scheduled vacation, the employee will be entitled to vacation pay for said holiday.

(d) A vacation may not be waived by an employee and extra pay received for working during that period, unless mutually agreed upon by Employer and employee.

(e) If an employee becomes ill and 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.

~~(f) After completing one (1) year of service, an employee may carry over up to fifteen (15) vacation days for up to one year. Additional carryovers will be permitted at the employer's discretion when a good and valid reason exists.~~

*Wrong
Verbal*

ARTICLE 37. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation, he or she may receive his or her check in advance before going on vacation. Such checks, however, must be requested a minimum of two weeks in advance. Should an employee change his or her vacation, he or she must notify the County Clerk's Office a minimum of two weeks prior to leaving, if he or she still desires advance payment.

(b) If an employee is laid off or retired, he will receive an 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.

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

ARTICLE 38. UNION BULLETIN BOARDS.

(a) The Employer will provide a space for a bulletin board which may be used by the Union for posting notices of the following types:

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

(b) A copy of notices will be forwarded to the Employer.

ARTICLE 39. RATES FOR NEW JOB.

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 negotiations.

ARTICLE 40. 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 41. REGULAR PART-TIME EMPLOYEES.

Any regular part-time employees covered by this Agreement shall be entitled to hospital medical coverage, life insurance, dental, longevity, vacation, holiday, and sick leave benefits on a pro-rata basis. For those benefits requiring employees contribution by virtue of being pro-rata (hospital medical, life insurance, and dental coverage), the employee will be eligible to participate provided he elects to have deductions from his pay to be made to cover his share.

ARTICLE 42. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 43. HOSPITALIZATION DENTAL AND VISION COVERAGE.

Employer Cap. The Employer has agreed to currently pay the following revised premium caps for insurance for full time employees:

Single	\$ 544.94 per month
Two Person	\$1,130.83 per month
Family	\$1,324.71 per month

Employee Premium Co-Pay. The employee pays 50% of the actual premium above the cap which is paid for through payroll deductions as follows:

None currently charged

July 1, 2008 Adjustment. Commencing July 1, 2008, the above capped first year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10) increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

July 1, 2009 Adjustment. Commencing July 1, 2009, the above capped second year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10%) increase, the additional amount will be split on a 50/50% basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

July 1, 2010 Adjustment. Commencing July 1, 2010, the above capped first year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10) increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

July 1, 2011 Adjustment. Commencing July 1, 2011, the above capped second year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10%) increase, the additional amount will be split on a 50/50% basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

Health Insurance Alternatives. In the event premiums exceed the capped amounts the parties agree to reopen to discuss health insurance alternatives immediately.

Payroll Deduction and Flexible Benefit Plan. The employee's share of the monthly premium will be withdrawn through payroll deduction. The Employer will put in place a Section 125 plan to allow employees to use pre-tax dollars for health care premiums and services.

Health Reimbursement Account. In addition to the above referenced coverage, effective 1/1/04 the Employer agrees to deposit monthly into a Section 105 Health Reimbursement Account (HRA) per employee choosing the above insurance the following:

Single	\$ 59.50	61 ⁷⁷	As of 4/1/00
Two person	\$ 98.50	100 ⁴⁰	
Family	\$122.50	124 ³⁶	

Insurance Opt Out. Employees who are covered under another health plan may, in lieu of health insurance, receive one hundred forty dollars, (\$140.00) per month towards the purchase of non-taxable fixed and or/variable option programs selected by the employee. Employees may, through payroll deduction, elect to contribute additional amounts to such a program.

Insurance Plan. The Employer will make available the following group insurance plan for participating employees and their eligible dependents: Blue Cross Blue Shield 11. \$30 OV, \$500 PCM, \$10/40 RX MOPD 2X, Dental Trad +Plan 2, VSP 24/24/24. The Employer and Union reserve the right to select another carrier provided the cost/benefits remain comparable to those provided above

Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees on Employer-approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents. Employees who are laid off shall receive their existing insurance coverage for three months beginning with the first month in which they were laid off. The Employer shall resume payments of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the Employer shall continue its insurance premium payments for individuals who pay the employee portion if applicable, and are on worker's compensation leaves of absence, for a period of up to six (6) months.

ARTICLE 44. PEOPLE CHECKOFF.

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 employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union.

ARTICLE 45. LIFE INSURANCE.

The Employer agrees to pay the full premium of a term life insurance plan for each employee in the fact value of \$15,000.00 while employed.

ARTICLE 46. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

When overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period (2 hours minimum).

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of the Agreement to work out a solution.

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

ARTICLE 47. PAY PERIOD.

The pay period shall be bi-weekly with paychecks available from the payroll clerk beginning at 9:00 a.m., during office hours on payday. Employees scheduled for personal or vacation time to fall on payday may request their check in advance from the payroll clerk.

ARTICLE 48. PENSION PROGRAM.

The Employer agrees to continue the pension program for employees hired prior to April 1, 2004, i.e. MERS Plan B-3 with a V-6 vestment period and F55/15 rider. The Employer shall pay the full contribution to the pension program.

To the account of each regular full time employee hired after April 1, 2004, the employer agrees to fund six percent (6%) of the gross employee earnings per pay period into a Section 401(a) defined contribution individual retirement account (MERS defined contribution plan). To encourage employees to participate, the employer agrees to match individual pre-tax contributions into a section 457 Deferred Compensation Program 50%/50%, up to and additional six (6%) percent total (three percent employee/three percent employer) for a total of twelve (12%) percent (9% employer and 3% employee).

The employee will have the option of providing additional unmatched pre-tax contributions to his individual Section 457 retirement account as authorized by the plan. A vesting schedule will be attached giving employees 20% vesting per year and at the end of the 5th year employees will be 100% vested on the Employer's portion. Employees are always 100% vested on their portion.

To the account of each regular part time employee hired after April 1, 2004, the employer agrees to fund four percent (4%) of the gross employee earnings per pay period into a Section 401(a) defined contribution individual retirement account (MERS defined contribution plan). To encourage employees to participate, the employer agrees to match individual pre-tax contributions into a section 457 Deferred Compensation Program 50%/50%, up to and additional six (6%) percent total (three percent employee/three percent employer) for a total of ten (10%) percent (7% employer and 3% employee). The employee will have the option of providing additional unmatched pre-tax contributions to his individual Section 457 retirement account as authorized by the plan. A vesting schedule will be attached giving employees 20% vesting per year and at the end of the 5th year employees will be 100% vested on the Employer's portion. Employees are always 100% vested on their portion.

ARTICLE 49. LONGEVITY.

After three (3) years of service an employee shall receive a longevity bonus of fifty dollars (\$50.00) per year of service for all current employees and twenty-five dollars (\$25.00) per year of service for employees hired after December 31, 1994.

ARTICLE 50. HOLD HARMLESS.

The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with Article 3, 4, 5, and 45 of this Agreement and Exhibit A.

ARTICLE 51. FAMILY AND MEDICAL LEAVE ACT OF 1993.

The Employer agrees to comply with the Family and Medical Leave act of 1993. It is understood that said leave is without pay.

ARTICLE 52. THE FOLLOWING EXHIBITS ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Exhibit A. Classification and Rates.

ARTICLE 53. CONTRACTING AND SUBCONTRACTING.

During the term of this Agreement, the Employer shall not contract or subcontract out any work, in whole or in part which would result in a layoff of any member of the bargaining unit or result in a reduction of individual bargaining unit members' hours.

ARTICLE 54. LANGUAGE.

Whenever in this Agreement the masculine or feminine pronouns "man," "men," "he," "she," or related pronouns may appear, they have been used for literary purposes and include humankind – both female and male sexes.

ARTICLE 55. SEVERABILITY

Severability. If any section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the Agreement and addendum's shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutual satisfactory replacement for such Section.

ARTICLE 56. INTENT AND WAIVER

Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

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 any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively

with respect to any subject or matter not specifically referred to in this agreement even though said subject matter may not have been made within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically, the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Section 5.1 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

ARTICLE 57. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect upon execution through 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, it 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.

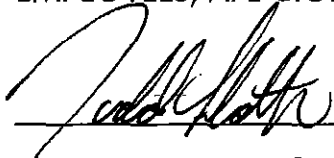
(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, 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.

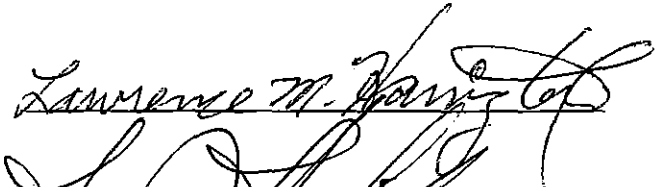
(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail address, if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to Chairman Iron County Board of Commissioners, c/o County clerk, Crystal Falls, Michigan 49920 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 Agreement to be executed the day and years written below.

IRON COUNTY COURTHOUSE
EMPLOYEES' CHAPTER OF LOCAL
#1424, AFFILIATED WITH COUNCIL
#25 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:

COUNTY OF IRON

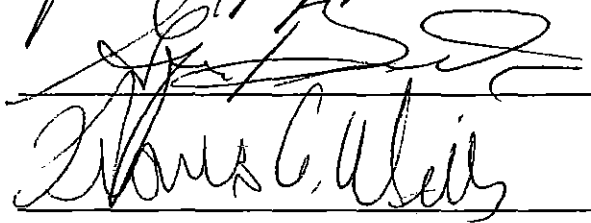




Melanie Camps



Deborah Kubiako



Melissa Winton

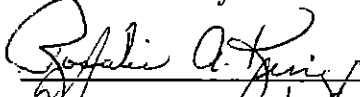
Date: 3-10-08


Date: 3-11-08


Letter of Understanding
between
Iron County Courthouse Employees Chapter #1424
Council 25, AFSCME
and
County of Iron

Iron County Employees Chapter #1424 Council 25, AFSCME, agrees to allow the employees in the bargaining unit represented by Council 25, AFSCME to voluntarily participate in the Iron County Sick Leave Bank. Council 25, AFSCME waives any right to bargain over the creation of the Sick Leave Bank or any future modifications or termination of the Iron County Sick Leave Bank. Furthermore, Council 25, AFSCME agrees that all decisions of the Sick Leave Committee are final and binding and that any employee disputes over the Iron County Sick Leave Bank and any decisions of the Sick Leave Bank Committee are not subject to the grievance and arbitration provisions of the union contract covering this bargaining unit.

For the County:

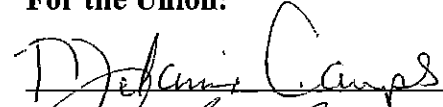








Dated: 3-11-08

For the Union:







Dated: 3-10-08

March 7, 2008

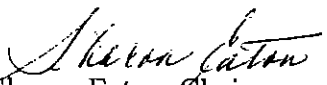
Ms. Melissa Weston
Iron County Prosecuting Attorney
2 South Sixth St.
Crystal Falls, MI 49920

Re: Iron County Sick Leave Bank

Dear Ms. Weston:

Please be advised our union members have reviewed and approved the Iron County Sick Leave Bank proposal as submitted for our consideration February 26, 2008.

Sincerely,


Sharon Eaton, Chairperson
Iron County Courthouse Chapter
AFSCME Local 1424

c: Susan Passamani, Iron County Executive Assistant
Jan Huizing, Iron County Administrator
Todd Flath, Local 1424 Staff Representative

Iron County Board of Commissioners

2 South Sixth Street, Suite 7
Crystal Falls, Michigan 49920-1413
Telephone: (906) 875-3301
Fax: (906) 875-0655
TDD: 800-649-3777



Chairperson
Rosalie A. King
Vice Chairman
Lawrence M. Harrington
Finance Chair
George Brunswick
Commissioners
Robert T. Black
Francis A. Wills

Board of Commissioners
Office
County Administrator
Jan R. Huizing
Executive Assistant
Susan I. Passamani

MEMO

To: Iron County Courthouse Employees, Chapter #1424
Iron County Deputy Sheriffs Association WPPA
Iron County Elected and Appointed Officials (through dept heads)

Copy: Board of Commissioners

From: Jan Huizing

Date: February 27, 2008

Subject: Request for Consideration of Adding a 100 Percent Pay Mammogram Rider to Your Health Plan

As our employee groups meet to consider formal approval of the Iron County Sick Leave bank, it would be appreciated if you would also consider formal approval of adding a 100% percent pay mammogram rider (CB-RM 100) to our existing Health Plan for a cost of \$0.23/month-per Single, \$0.52/month for Two Person, and \$0.64 per month for Family (DC Ryder). Please review the attached documentation. This amount would be deducted from the amounts the employer deposits monthly in your Individual Health Reimbursement Account.

As you have been advised, as a result in changes to our Third party Provider administering these accounts, decreases in cost have been 100% passed through to each employee by increases to the monthly employer payment to the HRA effective January 1, 2008. Should the mammogram rider receive approval, this increased benefit would be fully paid within the January 1, 2008, increased monthly HRA deposit.

It is strongly recommended that this rider be considered for adoption. It has long been documented that this "preventive" annual procedure will lower future expensive treatment costs which should slow down increases in cost of our area rated consumer driven health plan. This will benefit us all.

[Handwritten Signature]
3-10-08
Melanie Camps 3-
Deborah Kulawski
3/10/08

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To: Board of Commissioners

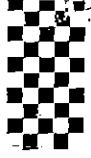
From: Jan Huizing 

Date: November 9, 2007

Subject: Three Percent Wage Increase as T/A'd for the Courthouse Union and finance Budget Committee's Recommended for the Elected and Appointed Officials.

The Tentative Agreement for the Courthouse union is estimated to cost for a three percent increase in wages \$13,360.03 in 2008, \$13,802.79 in 2009, \$14,285.89 in 2010 and \$14,785.89 in 2011. Including fringe benefits this expense would conservatively be \$20,004.05 for 2008, \$20,704.18 for 2009, \$21,428.83 for 2010, and \$22,178.83 for 2011.

The finance budget committee's recommended 3% raise for the elected and Appointed Officials, which represents about 80.71% of the Courthouse Union, is \$10,764 for wages only and would conservatively be \$16,146 including fringe benefits.



LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF IRON
AND

THE IRON COUNTY COURTHOUSE EMPLOYEES' CHAPTER OF LOCAL #1424
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

RE: Grant/Contract Funded Positions.

Where there are opportunities to receive non-local grant/contract funding (i.e. from State and/or Federal sources) for any specific position(s), the County of Iron (Employer) and the Iron County Courthouse Employees' Chapter of Local #1424, affiliated with Michigan Council #25, AFSCME, AFL-CIO (Union) agree to the following:

1. Where any funding is available for a Union position, the parties agree to meet and discuss compensation.
2. In the event grant monies are reduced or dissolved, the rate of pay shall be in accord with Exhibit A of the collective bargaining agreement between the Employer and the Union executed on August 24, 2005.

FOR THE UNION:

FOR THE EMPLOYER:

Melanie Camps (3-10-08 MC)

Patrick A. King

Sharon Linton

Robert T. Blum

Patricia Brazak

Joseph Santorelli

TF:rluoe547aficio
51206

Deborah Kullerko Council #25
3-10-08
PK

NB-4

TENTATIVE AGREEMENT

November 7, 2007

1. Wage increase of 3% across the board for all classifications for each year starting 2008 for a four year agreement.
2. Add to Funeral leave that up to 3 days time shall be given to attend the funeral of Son or Daughter in law. Time will be deducted from any employee benefit time of their choice.

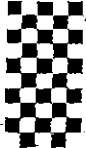
For the Union

For the Board

Deborah Kellusko
Dominic Camp
John [Signature]

[Signature]
[Signature]
Frank L. Hill
Rosha King

NB-2



LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF IRON
AND
THE IRON COUNTY COURTHOUSE EMPLOYEES' CHAPTER OF LOCAL #1424
AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

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FOR THE UNION:

FOR THE EMPLOYER:

Melanie Campas (310-08 mc)
Sharon Latta
Patricia Brazak

Paulie A. King
Robert T. Blak
Jon McGintorelli

TF:rluoe547aficio
51206

Deborah Kuliszek
 Council #25
 3-10-08

NB-1