

6280

6/30/2001

AGREEMENT

BETWEEN

THE COUNTY OF IRON

AND

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

Iron County

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AGREEMENT

This Agreement entered into on this 1st day July, 2000, 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 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 rates of pay, wages, hours of employment, and other conditions of employment for the term 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, 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 (37-1/2) hours per week. However, part-time employees shall not be used to replace full time employees.

(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 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 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 required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full

force and effect during the period of this contract and may be removed only by written notice given during the period one hundred twenty-two (122) days immediately prior to the expiration of this contract. The termination notice must be given to both the Employer and 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's 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 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 be come 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. 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 (Time of Answers).

The Employer will answer in writing any grievance presented to it in writing by the Union.

(a) By the immediate supervisor within ten (10) working days.

(b) By the designated representative of the Employer within ten (10) working days from the date of the meeting at which the grievance was discussed.

(c) The grievance must be presented in writing to the Chairman of the grievance committee within five (5) days.

(d) All time limits may be extended by mutual agreement of the parties in writing.

ARTICLE 12. PRESENTING A GRIEVANCE.

Any employee having a grievance in connection with their employment shall present it to the Employer within fifteen (15) working days of the employee's knowledge of its occurrence as follows:

STEP 1:

(a) If an employee feels they have a grievance, they shall discuss the grievance with the Chief Steward.

(b) The Chief Steward and/or the employee shall then meet with the employee's immediate supervisor to discuss and/or resolve the grievance.

(c) If the matter is then not resolved, the employee and Chief Steward shall submit the grievance, in writing, to the immediate supervisor within the time specified above.

STEP 2:

(a) If the immediate supervisor's written response does not resolve the grievance, the grievance may be referred by the Chapter Chairperson, who may submit the written grievance to the Employer's designated representative within ten (10) working days.

(b) Within ten (10) working days of receipt of the grievance, a meeting to attempt to resolve the grievance shall be held between representatives of the Employer and the Union. (Either party may have non-employee representatives present at the meeting.)

(c) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding said meeting, provided a written request has been made.

(d) The Chapter Chairperson or his representative shall be allowed time off without loss of time or pay to investigate a grievance he or she is to discuss with the Employer.

STEP 3:

(a) In the event the grievance remains unresolved, the Union may within thirty (30) working days of receipt of the Employer's answer, file a demand for arbitration, with a copy to the Employer, to the American Arbitration Association (AAA). Selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with their rules and regulations.

(b) The decision of the Arbitrator shall be final and binding on the parties.

(c) Expenses for the Arbitrator's services and the proceedings shall be borne equally between the parties. However, each party shall be responsible for compensating their own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make copies available without charge to the other party or to the Arbitrator.

ARTICLE 13. COMPUTATION OF BACK WAGES.

No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved.

ARTICLE 14. DISCHARGE OR DISCIPLINE.

Employees will be informed as to the nature of the business for which their 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.

Employees shall be disciplined only for just cause, and the Employer agrees to follow the standard of progressive discipline.

Discharge or suspension of any employee will automatically be referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. Disposition of the conference shall be issued in writing.

If results of the special conference are not satisfactory, the discharge or discipline shall be submitted to the second (2nd) step of the grievance procedure. In imposing any discipline or discharge the Employer shall not take into consideration any infraction over two years old.

Reprimands: Any subject matter which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, such employee shall be notified in writing with a copy mailed to the Chief Steward.

ARTICLE 15. 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 16. 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 17. 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 greater.

(g) If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

ARTICLE 18. SHIFT PREFERENCE.

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

ARTICLE 19. 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 20. 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 21. 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 22. 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. Following 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 23. 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 24. 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 25. 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 26. 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 27. VETERANS LAW.

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

ARTICLE 28. 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 29. LEAVE OF ABSENCE.

Leave of absence, without pay or benefits, except where required by law, and for a reasonable period not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any elected position (public or Union).
2. Maternity leave.
3. Illness leave (physical or mental).
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family.
6. Change in area of spouse's employment (once in a five (5) year period).
7. Educational purposes, at the employee's own expense.

ARTICLE 30. 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 31. SICK LEAVE.

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 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.

Sick leave may not be used to cover the absence of any employee for any other reason than those involving his or her own sickness, or the sickness of his or her spouse, children, dependent members of the employee's immediate household.

ARTICLE 32. 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. 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 33. 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 34. 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 (7-1/2) hours per day. Regular part-time employees shall work a minimum of four (4) hours per day.

(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 (7-1/2) hour shift. Any hours worked other than the guaranteed shift will be paid at the rate of time and one-half (1-1/2).

(g) Time and one-half (1-1/2), 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 (1-1/2) for all of 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 and 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 35. HOLIDAY PROVISIONS.

(a) The paid holidays are designated 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 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 36. 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 37. 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.

ARTICLE 38. 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 39. 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 recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

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

ARTICLE 40. 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 41. 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 42. 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 43. 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 44. HOSPITALIZATION MEDICAL COVERAGE.

The Employer agrees to pay the following rates per month for insurance for full time employees:

Single	\$204.77 per month
Couple	\$430.16 per month
Family	\$501.71 per month

The Employer agrees to pay the above cost for insurance. Should at any time the required premium exceed the above, the increased cost will be shared on a 60%-40% basis with employees paying 60% and the County paying 40%. During the open enrollment period (as defined by the carrier) each year, employees shall choose between the following plans.

MEBS Point of Care LA PPO, Option 1, Rx \$15 rider. The Employer agrees to self-fund \$10.00 of the \$15 Rx.

The County will be obligated to fund the drug co-pay as required above. Elected and appointed officials may move to this plan or premium level but will not receive insurance co-pays at a level that is greater than the above. The Parties also will form a joint committee after execution of this Agreement for the purpose of exploring insurance options with the hope of reducing costs to the Employer or employees.

OR

Employees (full time) who are covered under another health insurance plan may in lieu of health insurance receive one hundred thirty dollars (\$130) per month towards the purchase of non-taxable fixed and/or variable option program selected by the employee. Employees may through payroll deduction, elect to contribute additional amounts to such program.

ARTICLE 45. WORKERS' COMPENSATION.

Each employee will be covered by applicable workers' compensation laws. Hospitalization and dental benefits shall continue up to six (6) months while an employee is on workers' compensation at the total expense of the Employer. Employees shall be entitled to their job when returning to work from workers' compensation or to a job which their seniority entitles them.

ARTICLE 46. LIFE INSURANCE.

The Employer agrees to pay the full premium of a term life insurance plan for each employee in the face value of \$10,000.00 *while* employed.

ARTICLE 47. DENTAL AND VISION INSURANCE.

(a) The employer, beginning January 1, 1980, shall pay the entire premium for a dental insurance program whereby, fifty percent (50%) of the dental cost incurred by an employee or his family will be paid for by the insurance carrier and the remaining fifty percent (50% to be paid for by the employee (50/50 co-pay).

(b) Employer reserves the right to select a dental plan which it feels is the most cost effective.

(c) Blue Cross/Blue Shield 50/50 Vision Care shall be provided to Courthouse unit members with the premium being paid entirely by the County.

ARTICLE 48. 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 49. 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 50. PENSION PROGRAM.

The Employer agrees to continue the present pension program for the employees, i.e. MERS Plan B-3 with V-6 vestment period with F55/15 Rider. Employer shall pay the full contribution to the pension program.

ARTICLE 51. 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 52. 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, and 5 of this Agreement and Exhibit A.

ARTICLE 53. 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 54. THE FOLLOWING EXHIBITS ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Exhibit A. Classification and Rates.

ARTICLE 55. 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 56. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect from July 1, 2000 through June 30, 2001.

(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, 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 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 addressed, 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 first above written.

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:

Judy Swonen

Justin M. Grief

Deane Hilberg

Mark Pina

Shana J. Harviala

Council #25, AFSCME, AFL-CIO

SH:rluoe547afcio
91100

Lawrence M. Koring

Thomas G. Koy

Don Island

Paul Malenfant

Patti Perello

Fred J. Saigh

Marcia C Corvelia

Joan Lustranen

J. J. Hill

EXHIBIT A
CLASSIFICATION AND RATES
EFFECTIVE 7/1/00

DEPARTMENT	Start	6 MOS.	1 Yr.	2 Yrs.	3 Yrs.	5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.
Tax Equalization									
Deputy Director	11.32	11.42	11.52	11.62	11.72	11.82	11.92	12.02	12.12
Assistant Tax Director Level 1	10.63	10.73	10.83	10.93	11.03	11.13	11.23	11.33	11.43
Assessor 1	10.61	10.71	10.81	10.91	11.01	11.11	11.21	11.31	11.41
Senior Accounting Clerk	10.38	10.48	10.58	10.68	10.78	10.88	10.98	11.08	11.18
Accounting Clerk	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10
Desc. Spec./Cartographer	10.61	10.71	10.81	10.91	11.01	11.11	11.21	11.31	11.41
Courthouse and Grounds									
Maintenance Custodian	10.85	10.95	11.05	11.15	11.25	11.35	11.45	11.55	11.65
Custodian	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10
Cooperative Extension									
Assistant Office Manager	10.52	10.62	10.72	10.82	10.92	11.02	11.12	11.22	11.32
Part-Time Secretary	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10
County Clerk									
Deputy Clerk	11.32	11.42	11.52	11.62	11.72	11.82	11.92	12.02	12.12
Sr. Accounting Clerk	10.38	10.48	10.58	10.68	10.78	10.88	10.98	11.08	11.18
Accounting Clerk	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10
County Treasurer									
Deputy Treasurer	11.32	11.42	11.52	11.62	11.72	11.82	11.92	12.02	12.12
Sr. Accounting Clerk	10.38	10.48	10.58	10.68	10.78	10.88	10.98	11.08	11.18
Accounting Clerk	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10