

1524

12/31/89

AGREEMENT
between
THE COUNTY OF IRON
and
THE IRON COUNTY COURTHOUSE EMPLOYEES UNIT
OF LOCAL #1424
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Iron County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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AGREEMENT

This Agreement entered into on this first day of January, 1986, between the County of Iron, a municipal corporation of the State of Michigan, (hereinafter referred to as the "EMPLOYER") 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 and 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 in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all the employees of the Employer included in the bargaining units 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, part-time employees and temporary employees as defined herein, and secretary to the Board of Commissioners.

(c) A part-time employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week. However, part-time employees shall not be used to replace full-time employees.

(d) A regular part-time employee is defined as an employee who is regularly scheduled to work twenty (20) to thirty-seven and one-half (37½) hours per week.

(e) 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 leaves of absence shall not be eligible for union membership. In the event other temporary employees are paid for more than 1,040 paid 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 the 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 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 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 revoked 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 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 amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) See Exhibit A.

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 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 Exhibit A.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the 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, are no longer subject to deductions and further advise said financial officer by submission of the previous month's remittance of dues.

EXHIBIT A

To: _____
EMPLOYER

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

- An amount established by the Union as monthly dues.
- or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By: PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY				CITY				ZIP CODE			
AREA CODE			TELEPHONE								

SIGNATURE

EMPLOYER'S COPY



DATE

ARTICLE 7. UNION REPRESENTATION.

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

ARTICLE 8. STEWARDS AND ALTERNATE STEWARDS.

(a) The employees of the Courthouse shall be represented by one (1) steward on each shift, who shall be a regular employee working in that group classification and on that shift. During overtime periods, an alternate steward may be appointed by the President of the Union.

(b) The stewards, without loss of time or pay, during the last half hour of employment, or at a mutually agreeable time, shall investigate with permission of the Supervisor and present grievances to the Employer.

ARTICLE 9. 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 conferences 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 conferences. 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 employee on the Employer's property for at least one-half hour immediately preceding the conference with the representative of the Employer, for which a written request has been made.

ARTICLE 10. 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 Chariman of the grievance committee within five (5) days.
- (d) All time limits may be extended by mutual agreement of the parties in writing.

ARTICLE 11. PRESENTING A GRIEVANCE.

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

- STEP 1: (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward of his group classification.
- (b) The steward may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the chief steward to the immediate supervisor within the time specified above.
- STEP 2: (a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the local unit chairman, who may submit the grievance in writing to the Employer's designated representative within ten (10) working days. A meeting between representatives of the Union and representatives of the Employer will be arranged within ten (10) working days from the date the grievance is received by the Employer's designated representative.
- (b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- (c) The local unit chairman or his representative shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer.
- STEP 3: If the grievance is still unsettled, the Union may, within thirty (30) working days after the written reply of the Employer's representative, request arbitration by written notice to the Employer.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) working days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its 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 and to the arbitrator.

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.

ARTICLE 13. DISCHARGE OR 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 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 past.

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 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 year. When an employee finishes the probationary period, by accumulating one hundred twenty-two (122) calendar days of employment within not more than one year, he shall be entered on the seniority list of the unit and shall rank for seniority from the 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 the seniority pro-rated based on time worked versus a full-time employee.

ARTICLE 15. SENIORITY LISTS.

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

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

(c) The Employer will provide a current seniority list to the Unit Chairperson and will also post said list during January of each year.

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 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 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 a 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) If it becomes necessary for a layoff, the following procedure will be mandatory. Temporary, probationary, and part-time employees will be laid off in that order on a unit basis. Seniority employees will be laid off according to seniority as defined in Article 14(c), 18 and 19. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to the final step of the grievance appeal board.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. Such notice shall be in writing.

ARTICLE 22. RECALL PROCEDURE.

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Articles 14(c), 18 and 19. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

(b) If an employee cannot report because of illness or injury, he shall notify his department head as soon as possible, and the above ten (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, he shall have accumulated seniority while working in the position to which he was transferred. 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 to 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 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 reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four week trial period, the employee shall have the opportunity to revert back to his former classification if the employee is unsatisfactory in the new position. Notice and reasons shall be submitted to the 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 LEAVE OF ABSENCE FOR VETERANS.

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

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

ARTICLE 28. LEAVE OF ABSENCE.

Leave of absence for 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.
- Sick leave may be extended for like cause.
6. Change in area of spouse's employment (once in five year period).

ARTICLE 29. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to Local Union positions or selected by the 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.

All members covered by this Agreement shall accumulate one sick leave day per month or twelve days per year, with total maximum of one hundred twenty (120) days accumulation. One-half of all unused sick leave days will be paid upon severance of employment with the Employer and upon death of an employee one-half of the unused sick leave will be paid at the prevailing rate to the employee's beneficiary. The County Clerk shall issue to each employee a statement of his accumulated sick leave in the month of December.

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, and dependent members of the employee's immediate household.

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. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, grandparents, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one funeral leave day with pay, not to be deducted from sick leave. The local unit chairperson or his representative shall be allowed one funeral leave day in the event of a death of a member of the Union who is a member of the District, for the exclusive purpose of attending the funeral.

ARTICLE 32. PERSONAL LEAVE.

Up to three (3) days per year may be used for personal leave. These days are non-accumulative and not deducted from employee's sick leave accumulation.

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 (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 building at their scheduled starting time.

(d) The regular working day shall consist of seven and one-half (7½) 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 (7½) hour shift. Any hours worked other than the guaranteed shift will be paid at the rate of time and one-half.

(g) Time and one-half, 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) hours pay and shall be paid time and one-half for all of such hours actually worked. Employee 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 working hours. When permitted, the Employee shall not receive overtime pay nor shall he receive second or third shifts premiums.

ARTICLE 34. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as New Year's Day, Washington's Birthday, 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 35. VACATION ELIGIBILITY.

Employees shall be entitled to paid vacation as follows:

(a) After one (1) year of service, the employee shall receive five working days of vacation.

(b) After two (2) years of service, the employee shall receive ten (10) working days of vacation.

(c) After five (5) years of service, the employee shall receive fifteen (15) working days of vacation.

(d) After ten (10) years of service, the employee shall receive one (1) additional working day of vacation per year of service up to and including a maximum of 25 days of vacation.

(e) Employees may take vacation time as it is earned.

ARTICLE 36. VACATION PERIOD.

(a) Vacations will be granted at such times 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 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 work 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) days vacation.

ARTICLE 37. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(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 will 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. Notice 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 39. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to 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 employee 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 MEDICAL COVERAGE.

The Employer agrees to pay the full premium the hospitalization medical coverage for the employee and his family, the plan to be equivalent or better than the coverage extended at the time to all seniority employees. Present plan Blue Cross/Blue Shield MVF-Master Med, Option 4 with D45NM, ML, PPNV-1 and Prescription Drug \$1.00 co-pay riders.

Effective 1/1/89 Predetermination Program and Prescription drug \$3.00 co-pay shall go into effect for all county employees, elected officials, Court employees, except Sheriff's Department. If the Board cannot negotiate this change in the Sheriff's Department contract, it shall not be applied to this contract.

ARTICLE 44. WORKER'S COMPENSATION.

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

ARTICLE 45. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of term life insurance plan for each employee in the face value of \$6,000 while employed.

ARTICLE 46. DENTAL 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.

ARTICLE 47. 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 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 this 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 48. 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 checks in advance from the payroll clerk.

ARTICLE 49. PENSION PROGRAM.

The Employer agrees to continue the present pension program for the employees, i.e. MERS Plan C 1. Employer shall pay the full contribution to the pension program.

ARTICLE 50. LONGEVITY.

After three (3) years of service an employee shall receive a longevity bonus of twenty-five dollars (\$25.00) per year of service.

Longevity bonus shall be paid the first pay period of December, and any Employee reaching the anniversary of his employment prior to December 1 shall receive the pay for number of years he is at as of December 1 that year. Upon termination or severance, all longevity bonus pay shall be computed on a pro-rata basis.

Effective 1/1/88 after three (3) years of service an employee shall receive thirty (30) dollars per year of service.

Effective 1/1/89 it shall be increased to thirty-five (35) dollars per year of of service.

ARTICLE 51. ME TOO CLAUSE.

If an employee of the Courthouse or Sheriff's Department, excluding Court employees, is given a fringe benefit not included in this bargaining unit, the fringe benefit shall be given to the members of this bargaining unit.

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 Articles 3, 4, and 5 of this Agreement and Exhibit A.

ARTICLE 43. THE FOLLOWING EXHIBITS ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Exhibit A. Classification and Rates.

ARTICLE 54. TERMINATION AND MODIFICATION.

This agreement shall continue in full force and effect retroactively from January 1, 1988 to December 31, 1989. All parts of this Agreement are retroactive unless otherwise provided herein.

(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 year first above written.

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

COUNTY OF IRON:

Eileen Stubic
J. Rozalski
Louise L. Baule
Helen L. Leck
Robert J. Raffaelli
Council 25, AFSCME, AFL-CIO

Leo M. Jajzl
Luth Bruney
Gerald N. Rystrom
Armin Bufort
Joseph Sangroni
Thomas G. Gerasowski

EXHIBIT A
CLASSIFICATION AND RATES
EFFECTIVE 1/1/88

<u>DEPARTMENT</u>	<u>START</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>10 Yr.</u>	<u>15 Yr.</u>	<u>20 Yr.</u>
<u>Tax Equalization</u>									
Asst. Tax Director	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82	7.92
Assessor I	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90
Sr. Accounting Clerk	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
Accounting Clerk	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59
Desc. Specialist/Cartographer	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90
<u>Courthouse and Grounds</u>									
Maintenance Custodian	7.34	7.44	7.54	7.64	7.74	7.84	7.94	8.04	8.14
Custodian	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59
<u>Cooperative Extension</u>									
Asst. Office Manager	7.01	7.11	7.21	7.31	7.41	7.51	7.61	7.71	7.81
<u>County Clerk</u>									
Deputy Clerk	7.81	7.91	8.01	8.11	8.21	8.31	8.41	8.51	8.61
Sr. Accounting Clerk	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
Accounting Clerk	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59
<u>County Treasurer</u>									
Deputy Treasurer	7.81	7.91	8.01	8.11	8.21	8.31	8.41	8.51	8.61
Sr. Accounting Clerk	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
Accounting Clerk	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59
<u>Construction Code</u>									
Sr. Accounting Clerk	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
Accounting Clerk	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59
<u>Housing Rehabilitation</u>									
Financial Specialist	7.01	7.11	7.21	7.31	7.41	7.51	7.61	7.71	7.81
Sr. Accounting Clerk	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
Accounting Clerk	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59

EXHIBIT A
 CLASSIFICATION AND RATES
 EFFECTIVE 1/1/88

<u>DEPARTMENT</u>	<u>START</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>10 Yr.</u>	<u>15 Yr.</u>	<u>20 Yr.</u>
<u>Prosecutor</u>									
Administrative Asst./ Legal Secretary	7.39	7.49	7.59	7.69	7.79	7.89	7.99	8.09	8.19
Legal Secretary	6.87	6.97	7.07	7.17	7.27	7.37	7.47	7.57	7.67
<u>County Register of Deeds</u>									
Deputy Register	7.81	7.91	8.01	8.11	8.21	8.31	8.41	8.51	8.61
<u>Micro Film</u>									
Mirco Film Operator	6.79	6.89	6.99	7.09	7.19	7.29	7.39	7.49	7.59

EXHIBIT A
CLASSIFICATION AND RATES
EFFECTIVE 1/1/89

<u>DEPARTMENT</u>	<u>START</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>10 Yr.</u>	<u>15 Yr.</u>	<u>20 Yr.</u>
<u>Tax Equalization</u>									
Asst. Tax Director	7.27	7.37	7.47	7.57	7.67	7.77	7.87	7.97	8.07
Assessor I	7.25	7.35	7.45	7.55	7.65	7.75	7.85	7.95	8.05
Sr. Accounting Clerk	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
Accounting Clerk	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74
Desc. Specialist/Cartographer	7.25	7.35	7.45	7.55	7.65	7.75	7.85	7.95	8.05
<u>Courthouse and Grounds</u>									
Maintenance Custodian	7.49	7.59	7.69	7.79	7.89	7.99	8.09	8.19	8.29
Custodian	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74
<u>Cooperative Extension</u>									
Asst. Office Manager	7.16	7.26	7.36	7.46	7.56	7.66	7.76	7.86	7.96
<u>County Clerk</u>									
Deputy Clerk	7.96	8.06	8.16	8.26	8.36	8.46	8.56	8.66	8.76
Sr. Accounting Clerk	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
Accounting Clerk	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74
<u>County Treasurer</u>									
Deputy Treasurer	7.96	8.06	8.16	8.26	8.36	8.46	8.56	8.66	8.76
Sr. Accounting Clerk	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
Accounting Clerk	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74
<u>Construction Code</u>									
Sr. Accounting Clerk	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
Accounting Clerk	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74
<u>Housing Rehabilitation</u>									
Financial Specialist	7.16	7.26	7.36	7.46	7.56	7.66	7.76	7.86	7.96
Sr. Accounting Clerk	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
Accounting Clerk	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74

EXHIBIT A
CLASSIFICATION AND RATES
EFFECTIVE 1/1/89

<u>DEPARTMENT</u>	<u>START</u>	<u>6 Mos.</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>10 Yr.</u>	<u>15 Yr.</u>	<u>20 Yr.</u>
<u>Prosecutor</u>									
Administrative Asst./Legal	7.54	7.64	7.74	7.84	7.94	8.04	8.14	8.24	8.34
Legal Secretary Secretary	7.02	7.12	7.22	7.32	7.42	7.52	7.62	7.72	7.82
<u>County Register of Deeds</u>									
Deputy Register	7.96	8.06	8.16	8.26	8.36	8.46	8.56	8.66	8.76
<u>Micro Film</u>									
Mirco Film Operator	6.94	7.04	7.14	7.24	7.34	7.44	7.54	7.64	7.74

LETTER OF AGREEMENT

between

County of Iron

and

The Iron County courthouse Employees Unit
of Local #1424, Michigan Council #25
AFSCME, AFL-CIO

The parties agree that during the term of the Contract effective January 1, 1988
that job classifications/descriptions shall be reviewed and necessary adjustments
shall be made.

Dated this 1st day of January, 1988.

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

Gilbert Steba

Robert J. Raffaelli

J. Rozalski

Louise E. Back

Alan L. Seel

Council #25, AFSCME, AFL-CIO

COUNTY OF IRON:

Paul M. Daigh

Ruth Bruney

Gerald N. Hegstrom

Dominic Anglietta

Joseph Pangrazz

Thomas Garnowski