

12/31/96

AGREEMENT

Between

HOUGHTON COUNTY BOARD OF COMMISSIONERS

And

HOUGHTON COUNTY COURTHOUSE EMPLOYEES

CHAPTER OF LOCAL #226

Affiliated With

MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

Houghton County

Effective: January 1, 1995 to December 31, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT.....	1
	PURPOSE AND INTENT.....	1
1.	RECOGNITION.....	1
2.	AID TO OTHER UNIONS.....	1
3.	AGENCY SHOP.....	2
4.	UNION DUES.....	2
5.	UNION REPRESENTATION.....	3
6.	STEWARDS AND ALTERNATE STEWARDS.....	3
7.	SPECIAL CONFERENCES.....	3
8.	GRIEVANCE PROCEDURE.....	3
9.	COMPUTATION OF BACK WAGES.....	5
10.	DISCHARGE OR SUSPENSION.....	5
11.	SENIORITY.....	6
12.	SENIORITY LISTS.....	6
13.	LOSS OF SENIORITY.....	6
14.	SHIFT PREFERENCE.....	7
15.	SENIORITY OF STEWARDS.....	7
16.	SENIORITY OF OFFICERS.....	7
17.	SUPPLEMENTAL AGREEMENTS.....	7
18.	LAYOFF DENIED.....	7
19.	RECALL PROCEDURE.....	8
20.	TRANSFERS.....	8
21.	PROMOTIONS.....	8
22.	VETERANS.....	9
23.	VETERANS LAW.....	9

24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.....	9
25. LEAVE OF ABSENCE.....	10
26. SICK LEAVE.....	10
27. FUNERAL LEAVE.....	10
28. WORKING HOURS.....	11
29. HOLIDAY PROVISIONS.....	11
30. VACATION.....	11
31. VACATION PERIOD.....	12
32. PAY ADVANCE.....	12
33. UNION BULLETIN BOARDS.....	12
34. RATES FOR NEW JOBS.....	13
35. TEMPORARY ASSIGNMENTS.....	13
36. SAFETY COMMITTEE.....	13
37. HOSPITALIZATION MEDICAL COVERAGE.....	13
38. WORKMEN'S COMPENSATION.....	14
39. JURY DUTY.....	14
40. APPENDIXES.....	14
41. TERMINATION AND MODIFICATION.....	14
APPENDIX A (A-1/2) - CLASSIFICATION AND RATES...	17
APPENDIX B - TEMPORARY EMPLOYMENT STATUS.....	21
APPENDIX C - LONGEVITY.....	21
APPENDIX D - PENSION.....	21
APPENDIX E - LIFE INSURANCE.....	22
APPENDIX F - MANAGEMENT RIGHTS.....	22
APPENDIX G - PHYSICAL EXAMINATIONS.....	23
LETTERS OF UNDERSTANDING.....	24

AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January, 1995, between the Houghton County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Houghton County Courthouse Employees' Chapter of Local #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council #25 (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

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

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

ARTICLE 1. RECOGNITION:

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

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

ARTICLE 2. AID TO OTHER UNIONS:

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

ARTICLE 3. AGENCY SHOP:

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

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

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

ARTICLE 4. UNION DUES:

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

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

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

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise

said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

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

ARTICLE 5. 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 6. STEWARDS AND ALTERNATE STEWARDS:

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

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

ARTICLE 7. SPECIAL CONFERENCES:

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

ARTICLE 8. GRIEVANCE PROCEDURE:

(a) The Employer will negotiate with the duly authorized representatives of the Union and endeavor to adjust any dispute which may arise concerning their employment.

(b) Any grievance must be presented in writing by the Steward to the immediate supervisor within fifteen (15) days

after its occurrence in order to be a proper matter for the grievance procedure.

1. The immediate supervisor of the various group classifications are as follows:

County Clerk	County Prosecuting Attorney
County Register of Deeds	County Tax Director
County Treasurer	County Marina Harbor Master
County Judge of Probate	

2. The designated representative of the Employer is as follows:

Chairman of the Board of Commissioners and/or County Controller

(c) Any grievance or difference or misunderstanding concerning any rule, practice or working conditions, which cannot be settled on the job between any employee, his steward, and his department head, may be taken up by the Grievance Committee of the Union and upon request of the said Grievance Committee, the Employer agrees to confer with the said Grievance Committee with a view to adjusting such grievances or misunderstanding. The Grievance Committee shall not interfere in any way with any operation, and it is understood and agreed that grievances or misunderstandings taken up by the Grievance Committee shall be taken up after working hours. The Employer and Grievance Committee shall agree as to the time for said Grievance Committee meeting and it shall be held within seven (7) days from the date the grievance is received by the Employer's designated representative.

(d) If the grievance is not settled in Step (c), the Union may, within thirty (30) days after the written reply from the Employer, refer the grievance to an Appeal Board.

(e) The Appeal Board shall be composed of two County Supervisors appointed by the Chairman of the Board of Commissioners, and two Union representatives selected by the Unit Chairman, plus a competent independent person agreed upon by the four (4) members to act as an impartial chairman. If the four members cannot agree on the fifth person within ten (10) days, the impartial chairman will be selected by the American Arbitration Association. It is further understood that in no event shall the arbitrator have jurisdiction or authority to:

1. Add to, subtract from, modify, nullify, or in any way change the provisions of this Agreement.
2. Establish new wage schedules or change existing wage schedules.

3. Substitute his discretion for the employees' or Union's discretion in cases where the employee or the Union is given discretion by this Agreement.

(f) The arbitrator shall give his findings as promptly as possible following the hearing and his decision shall be final and binding on all parties.

(g) Expenses for the arbitrator's services and the proceedings shall be borne 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 9. COMPUTATION OF BACK WAGES:

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE 10. DISCHARGE OR SUSPENSION:

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of same to the union steward affected, except that no warning need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or willful and wanton misconduct while on duty. The warning notice, as herein provided, shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by prior written notice to the employee and Union affected. Any employee may request an immediate investigation as to his discharge or suspension. The steward and department head may conduct this investigation before the employee leaves the premises. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within twenty (20) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. If no decision has been rendered within thirty (30) days, the case shall then be taken up as provided for in Article 8 hereof.

ARTICLE 11. SENIORITY:

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The ninety calendar days' probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period, by accumulating ninety calendar days of employment within not more than one year, he shall be entered on the seniority list of the unit and shall rank for seniority from the date ninety days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article One (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

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

ARTICLE 12. SENIORITY LISTS:

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

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

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

ARTICLE 13. LOSS OF SENIORITY:

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

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for five (5) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and

his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure.

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

ARTICLE 14. SHIFT PREFERENCE:

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

ARTICLE 15. SENIORITY OF STEWARDS:

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

ARTICLE 16. SENIORITY OF OFFICERS:

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

ARTICLE 17. SUPPLEMENTAL AGREEMENTS:

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

ARTICLE 18. LAYOFF DEFINED:

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

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a unit-wide basis. Seniority employees will be laid off according to seniority as defined in Section 12(c), 15 and 16.

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 19. RECALL PROCEDURE:

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 12(c), 15 and 16. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 20. 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 under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.

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

ARTICLE 21. PROMOTIONS:

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

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

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

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

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

ARTICLE 22. VETERANS:

(a) Reinstatement of Seniority Employees.

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such Service, shall be offered re-employment in his previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge.

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

ARTICLE 23. VETERANS LAW:

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

ARTICLE 24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order

to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

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

ARTICLE 25. LEAVE OF ABSENCE:

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

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

Such leave may be extended for like cause.

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

ARTICLE 26. SICK LEAVE:

One day per month with pay will be allowed each non-elective employee. Sick leave may accumulate to a maximum of one-hundred twenty (120) days. Unused sick leave may not be used as part of vacation. An employee shall be allowed to use sick leave for sickness or injury in the immediate family. Effective January 1, 1991, unused sick leave shall be paid to an employee's beneficiary upon death and to the employee upon retirement according to MERS. It shall be paid at the regular rate at one-half of the employee's accumulated sick leave up to a maximum of forty-five (45) days accumulation.

ARTICLE 27. FUNERAL LEAVE:

(a) An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, spouse, child, sister or brother.

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

ARTICLE 28. WORKING HOURS:

(a) Courthouse: The offices within the Courthouse will be open to the public from 8:00 a.m. until 4:30 p.m., Monday through Friday, with the exception of legal holidays. The regular full working day shall consist of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. Employees may take a coffee break in the a.m. and also in the p.m.

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

ARTICLE 29. HOLIDAY PROVISIONS:

(a) Courthouse and Custodian: The paid holidays are designated as New Year's Day, President's Day, Columbus Day, afternoon of Good Friday, Memorial Day, Veteran's Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, all State Legal Holidays, day before Christmas, day before New Year's, and one-half day annually for employees' picnic. Employees required to work on any of the above designated holidays shall receive pay at the rate of straight time in addition to the holiday pay.

An employee shall be allowed one (1) personal holiday to be used at the discretion of the employee subject and conditioned upon the department head's approval of the day requested but said approval shall not be unreasonably withheld.

ARTICLE 30. VACATION:

After the completion of one full year of employment, one work week. After the completion of two years of continuous employment, two work weeks. After the completion of five years of continuous employment, three work weeks. After fifteen (15) years twenty (20) vacation days or four (4) work weeks. Effective January 1, 1996, after ten (10) years twenty (20) vacation days or four (4) work weeks. Preference of vacations

BOC 8/13/96 vs 11
10

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

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

ARTICLE 31. VACATION PERIOD:

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

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

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

ARTICLE 32. PAY ADVANCE:

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

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

ARTICLE 33. UNION BULLETIN BOARDS:

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

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

ARTICLE 34. RATES FOR NEW JOBS:

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

ARTICLE 35. 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 36. SAFETY COMMITTEE:

A Safety Committee of employees and Employer representatives not to exceed two representatives from the Union and two representatives from the Employer and the Department Head is hereby established. This Committee shall meet upon request of either party for the purpose of making recommendations to the Employer.

ARTICLE 37. HOSPITALIZATION MEDICAL COVERAGE:

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and for his dependents if the employee is the principal support or if the spouse does not have coverage at his place of employment. The plan to be Blue Cross-Blue Shield comprehensive hospital care (D45NM) with preferred physician care (MVF-1) with M.L. rider, Master Medical Rider, semi-private. This coverage shall be applied to all seniority employees. If any other employee group employed by the County receives an improvement in any medical insurance plan provided by the Employer, the same improved benefit shall be provided to the AFSCME, Court House unit employees.

The employee shall also be provided a \$3.00 prescription rider.

The Employer shall adopt a Blue Cross/Blue Shield Dental Plan 50/50 co-pay, the rates to be paid by the Employer.

A vision plan shall be implemented effective January 1, 1986. The rates shall be paid by the Employer.

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

Present employee deductible will remain the same except for the hospital stay, which shall be the DRI 275-550 to be paid by the County for all employees.

ARTICLE 38. WORKMEN'S COMPENSATION:

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

ARTICLE 39. JURY DUTY:

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

ARTICLE 40. APPENDIXES:

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

- Appendix A (A-1/2) - Classification and Rates
- Appendix B - Temporary Employment Status
- Appendix C - Longevity
- Appendix D - Pension
- Appendix E - Life Insurance
- Appendix F - Management Rights
- Appendix G - Physical Examinations

ARTICLE 41. TERMINATION AND MODIFICATION:

This Agreement shall continue in full force and effect until 11:59 P.M., December 31, 1996.

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

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

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

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

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

HOUGHTON COUNTY BOARD OF
COMMISSIONERS:

Patricia A. Jante

Jackie A. Niemi

Ronald G. Hillen

Nancy J. Jaska
County Clerk

APPENDIX A
CLASSIFICATION AND RATES
PRESENT EMPLOYEES
EFFECTIVE JANUARY 1, 1995

<u>Employee</u>	<u>Seniority Date</u>	<u>Pay Grade</u>	<u>1995 Rate</u>	<u>1996 Rate</u>
Ekdahl, Eleanore	4/18/77	03	10.04	10.54
Anderson, Lisa	9/28/87	04	10.23	10.73
Bray, Roberta	11/2/87	04	10.62	11.12
Gedda, Paulette	2/6/89	04	10.62	11.12
Rosenberger, Shirley	3/28/90	04	10.41	10.91
Samuelson, Betty	8/5/87	04	10.23	10.73
Mathews, Sumter	6/1/95	04	7.94	8.44 1/1
Solmonson, Susan	5/9/94	04 ^{pow} ₅	7.94 1/1	8.89 6/1
Weir, Barbara	11/14/94	04	8.39 5/9	8.89 1/1
Silvola, Martha	10/25/93	05	7.94 1/1	9.44 5/9
			8.39 11/14	8.89 1/1
			8.50 1/1	9.44 11/14
			9.05 10/25	9.55
Anderson, Darlene	7/27/82	05	10.41	10.91
Pesola, Aina	3/27/86	05	10.33	10.83
Carne, Judy	3/17/87	06	11.26	11.76
Granat, Maureen	7/6/89	06	10.81	11.31
Kanniainen, Patricia	3/17/80	06	10.81	11.31
Olson, Paula	8/18/80	06	10.96	11.46
Patrick, Cheryl	3/21/83	06	11.11	11.61
Saari, Dennis	9/27/80	06	10.81	11.31
Dupuis, M. Joan	6/15/53	07	11.98	12.48
Sintkowski, Paul	2/14/83	07	11.47	11.97
Bammert, Rose	6/20/77	08	12.13	12.63
Gassittie, Sue	1/3/79	08	11.65	12.15
Jalkanen, Matt	4/16/86	08	12.10	12.60
Janke, Patricia	4/28/87	08	11.71	12.21

APPENDIX A-1
CLASSIFICATION AND RATES
 Effective January 1, 1995

	<u>Hire Rate</u>	<u>1 Year Rate</u>	<u>2 Year Rate</u>
<u>PAY GRADE 01</u> Matron	6.61	7.06	7.61
<u>PAY GRADE 02</u> Airport Security	7.03	7.48	8.03
<u>PAY GRADE 03</u> Maintenance Worker I Cook	7.67	8.12	8.67
<u>PAY GRADE 04</u> Marina Attendant Accounts Processor Clerk -County Clerk Clerk -Register of Deeds Clerk -County Treasurer 4-H Program Coordinator Equalization Aide	7.94	8.39	8.94
<u>PAY GRADE 05</u> Accts. Spec. - Public Works Accts. Spec. - F.O.C.	8.05	8.50	9.05
<u>PAY GRADE 06</u> Deputy Probate Register District Court Clerk Coop. Extension Sec. Legal Secretary Accounts Spec. - F.O.C. Deputy Treasurer Accounts Spec. - Airport Maintenance Worker II Equalization Specialist	8.41	8.86	9.41
<u>PAY GRADE 07</u> Administrative Aide Circuit Court Clerk Magistrate Court Recorder	8.84	9.29	9.84

Deputy Register of Deeds

<u>PAY GRADE 08</u>	9.04	9.49	10.04
Property Appraiser			
Reimbursement Specialist			
Probate Register			
Assistant/F.O.C.			
Deputy County Clerk			

APPENDIX A-2
CLASSIFICATION AND RATES
 Effective January 1, 1996

	<u>Hire Rate</u>	<u>1 Year Rate</u>	<u>2 Year Rate</u>
<u>PAY GRADE 01</u> Matron	7.11	7.56	8.11
<u>PAY GRADE 02</u> Airport Security	7.53	7.98	8.53
<u>PAY GRADE 03</u> Maintenance Worker I Cook	8.17	8.62	9.17
<u>PAY GRADE 04</u> Marina Attendant Accounts Processor Clerk -County Clerk Clerk -Register of Deeds Clerk -County Treasurer 4-H Program Coordinator Equalization Aide	8.44	8.89	9.44
<u>PAY GRADE 05</u> Accts. Spec. - Public Works Accts. Spec. - F.O.C.	8.55	9.00	9.55
<u>PAY GRADE 06</u> Deputy Probate Register District Court Clerk Coop. Extension Sec. Legal Secretary Accounts Spec. - F.O.C. Deputy Treasurer Accounts Spec. - Airport Maintenance Worker II Equalization Specialist	8.91	9.46	9.91
<u>PAY GRADE 07</u> Administrative Aide Circuit Court Clerk Magistrate Court Recorder Deputy Register of Deeds	9.34	9.79	10.34

<u>PAY GRADE 08</u>	9.54	9.99	10.54
Property Appraiser			
Reimbursement Specialist			
Probate Register			
Assistant/F.O.C.			
Deputy County Clerk			

It is understood that 40¢ of the hourly wage rate shall be paid as a contribution toward the B-3 Retirement Plan with a 55/15 rider and be further considered as deferred compensation.

APPENDIX B
TEMPORARY EMPLOYMENT STATUS

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

APPENDIX C
LONGEVITY

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

After 5 years of service	\$200.00
After 10 years of service	\$300.00
After 15 years of service	\$400.00
After 20 years of service	\$500.00

An additional \$20 for each year of service between each increment shall be applied (i.e. 5 to 10, 10 to 15, 15 to 20 years). There will be a \$500 cap on longevity pay.

APPENDIX D
PENSION

1. During the Contract Year 1995, the County will pay the full cost of the Michigan Municipal Employees' Retirement Plan C-1. Effective January 1, 1992, the County will pay the full cost of the Michigan Municipal Employees' Retirement Plan B-2.

2. Effective January 1, 1996, the County will provide a Michigan Municipal Employees' Retirement Plan B-3 with a 55/15 Rider. A 40¢ an hour deduction shall be made from each employee as a contribution towards the funding of the B-3 Retirement Plan with a 55/15 rider. The 40 cents will be considered as deferred compensation.

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

APPENDIX E
LIFE INSURANCE

The Employer shall provide a \$10,000.00 term life insurance policy for each employee at no cost to the employee.

APPENDIX F
MANAGEMENT RIGHTS

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

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

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

APPENDIX G
PHYSICAL EXAMINATIONS

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

LETTER OF UNDERSTANDING

It is mutually understood and agreed upon by the parties hereto:

1. That a PPO Plan will be reviewed and discussed as a part of a County-wide insurance benefit plan.
2. That for the duration of this Contractual Agreement, members of this Bargaining Unit shall receive any new or additional fringe benefit or percentage wage increase which is being paid or given to any appointed or elected official within the four walls of the Courthouse which is in excess of the benefits or wages negotiated in this Agreement.
3. All pending grievances with the exception of Pat Kanninen's grievance (which has now been settled) shall be withdrawn with prejudice.
4. That the Morley Study findings will be reviewed and considered by County Representatives and the Union when it is received. (Changes to be negotiated)