

**AGREEMENT**

**BETWEEN**

**THE KEWEENAW COUNTY BOARD OF COMMISSIONERS**

**AND**

**KEWEENAW COUNTY COURTHOUSE EMPLOYEES'  
CHAPTER OF LOCAL #226  
Michigan Council #25, AFSCME, AFL-CIO**

**Effective: January 1, 2010  
Expiration: December 31, 2011**

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## **AGREEMENT**

This Agreement entered into on this first day of January, 2010, between the Keweenaw County Board of Commissioners (hereinafter referred to as the "Employer") and Keweenaw County courthouse Employees' Chapter of Local #226, affiliated with Michigan Council #25, AFSCME, AFL-CIO (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, the 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.**

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 the all employees of the Employer included in the bargaining unit described below:

All County employees but excluding Road Commission employees, Sheriff Department employees, Court employees, and Supervisors, Mine Inspectors, elected officials and Keweenaw Lodge employees.

## **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. 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 thirty (30) days immediately prior expiration of this contract. The termination 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 attached.

## **ARTICLE 4. REMITTANCE OF DUES AND FEES.**

### **(a) When Deductions Begin.**

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

**(b) 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 #25, AFSCME, AFL-CIO. With an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) 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.

**ARTICLE 5. UNION REPRESENTATION.**

**(a) Stewards, Alternate Stewards and Unit Chairmen.**

The employees covered by this Agreement will be represented by one steward. The Union shall have the exclusive right to assign said steward.

(1) The Employer will be notified of the names of the alternate steward who would serve only in the absence of a regular steward.

(2) The steward, during his working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

(3) The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

**(b) Union Bargaining Committee.**

(1) Employees covered by this Agreement will be represented in negotiations by one negotiating committee member.

(2) All bargaining by the parties shall commence at a time mutually agreeable to both parties.

(3) Members of the bargaining committee shall be paid by the Employer for all hours lost in negotiations.

#### **ARTICLE 6. SPECIAL CONFERENCES.**

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management.

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. The members of the Union shall not lose time or pay spent in such special conferences. This meeting may be attended by representatives of Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employers property for at least one-half hour immediately preceding the conference.

#### **ARTICLE 7. GRIEVANCE PROCEDURE.**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order for it to be proper matter for the grievance procedure, the grievance must be presented within thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing any grievance presented to it, in writing, by the Union.

**Step (1)** Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.

- (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 steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.
- (d) The immediate supervisor shall give his answer to the steward within five (5) working days of receipt of the grievance.

**Step (2)** If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Chairman of the Board within seven (7) working days after the steward's copy. The Chairman of the Board shall respond to the steward in writing within ten (10) working days of receipt of the grievance.

**Step (3)**

- (a) If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.
- (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP 2 meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules Procedures.
- (c) The arbitration proceeding shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgement based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses of the arbitrator shall be shared



equally between the Employer and Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.

- (e) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.
- (f) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand, provided no extension of time has been granted.
- (g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer provided no extension of time has been granted.

## **ARTICLE 8. DISCHARGE AND SUSPENSION.**

### **(a) Notice of Discharge and Suspension.**

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

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

### **(c) Appeal of Discharge and Suspension.**

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

**(d) Use of Past Record.**

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

**ARTICLE 9. SENIORITY. Probationary Employees.**

(a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) calendar days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority for the day sixty (60) calendar 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 purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer-wide basis within the bargaining unit, in accordance with the employee's last date of hire.

(d) The Employer shall allow, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

**ARTICLE 10. SENIORITY LISTS.**

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

(b) The seniority list on the date of this Agreement will show the date of hire, 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 Chapter Chairman with up-to-date copies at least every six (6) months.

#### **ARTICLE 11. LOSS OF SENIORITY.**

An employee shall lose 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 days without notifying the Employer. In proper cases, exceptions shall be made. 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 shall be referred to the final step of the grievance procedure.

(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.

#### **ARTICLE 12. LAYOFF DEFINED.**

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

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work

locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority (i.e., the least-senior employee on the seniority list being laid off first).

(d) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.

(e) During a layoff there shall be no scheduled overtime.

### **ARTICLE 13. RECALL PROCEDURE.**

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. 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) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made.

### **ARTICLE 14. TRANSFERS.**

#### **Transfer of Employees.**

If an employee transfers to a position under the employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in the Agreement.

### **ARTICLE 15. JOB POSTINGS AND BIDDING PROCEDURES.**

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or

newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:

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

(b) The job shall be awarded or denied within twenty (20) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

(c) 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 and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

**ARTICLE 16. VETERANS. Reinstatement Of.**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

**ARTICLE 17. 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 only their regular reserve pay when they are on full-time active duty in the Reserve or National Guard. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

**ARTICLE 18. LEAVES OF ABSENCE.**

(a) Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or Union.
2. Illness leave (physical, maternity, or mental).
3. Prolonged illness in the immediate family.
4. Educational leave.

Such leave may be extended for like cause.

(b) Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position to which his seniority entitles him.

(c) Members of the Union selected to attend a function of the Union shall be allowed time off without loss of time or pay to attend.

#### **ARTICLE 19. UNION BULLETIN BOARDS.**

The Union may use existing bulletin boards for posting notices pertaining to Union business.

#### **ARTICLE 20. RATES FOR NEW JOBS.**

When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

#### **ARTICLE 21. 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 minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

#### **ARTICLE 22. 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 23. SAFETY COMMITTEE.**

A safety committee of employees and the Employer is hereby established. This committee shall consist of the stewards and may

meet at least once a month with the Employer at any mutually agreeable time, for the purpose of making recommendations to the Employer. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

**ARTICLE 24. EQUALIZATION OF OVERTIME HOURS.**

Overtime hours shall be divided as equally as possible among employees in the bargaining unit.

Whenever overtime is required, the person with the least number of overtime hours in the bargaining unit 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 employee working during that call-out period.

Should the above method prove unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and 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 is subject to review at the end of each period.

**ARTICLE 25. WORKMEN'S COMPENSATION. On-The-Job Injury.**

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



**ARTICLE 26. WORKING HOURS. Shift Premium and Hours.**

(a) Employees who work on the third shift shall receive, in addition to their regular pay for the pay period, five (5) cents per hour shift premium.

(b) Shift Hours:

First Shift 8:00 a.m. to 4:00 p.m.

No shift shall be changed unless agreed upon by the Employer and the Union.

(c) Work day shall be eight (8) hours and the work week shall be forty (40) hours, Monday through Friday.

(d) Employees shall be allowed thirty (30) minutes off for lunch, included in their eight (8) hour work day.

(e) Employees may take a fifteen (15) minute coffee break in the a.m. and also a fifteen (15) minute coffee break in the p.m. or the first half and second half of their regular shift, whichever may apply.

(f) An employee reporting for overtime shall be guaranteed at least two (2) hours' pay at the rate of time and one-half.

**ARTICLE 27. SICK LEAVE.**

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with ninety (90) days maximum accumulation. One-half unused sick leave days will be paid upon severance of employment with the Employer, and upon death of an employee one-half unused sick leave days will be paid at the prevailing rate to the employees' beneficiary. An employee while on paid 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. An employee absent because of illness for more than two (2) consecutive work days may be required to furnish a doctor's slip before returning to work.

**ARTICLE 28. FUNERAL LEAVE.**

An employee shall be allowed three (3) working days; five (5) days if over 300 miles 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, step-parents, brother, sister, wife, or husband, son or daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, daughter-in-law, sister-in-law, brother-in-law, and grandparents.

**ARTICLE 29. TIME AND ONE-HALF AND DOUBLE TIME.**

Time and one-half will be paid as follows:

1. For all hours over eight (8) in one day.
2. For hours worked in excess of forty (40) hours in one week.

**ARTICLE 30. HOLIDAY PROVISIONS.**

(a) The paid holidays are designated as: New Years' Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, 1/2 day on Good Friday, National Election Day, all state and federal holidays and the employee's birthday.

Employees will be paid their current rate based on their regular scheduled work day for said holiday.

(b) Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday. The above shall apply to all the state observed holidays.

**ARTICLE 31. VACATION ELIGIBILITY.**

An employee will earn credits toward vacation with pay in accordance with the following schedule:

After one (1) year of service.....1 week  
After two (2) years of service.....2 weeks  
After three (3) years of service.....3 weeks  
After four (4) years of service.....4 weeks

One additional day for each year over ten (10) years to a maximum of five (5) weeks.

**ARTICLE 32. VACATION PERIOD.**

(a) Vacation will be granted at such times that are mutually agreeable between the parties.

(b) When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be re-scheduled. The employee may be required to present a doctor's certification of such illness. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

**ARTICLE 33. PAY ADVANCE.**

(a) If the regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, provided the employee makes the request at least two (2) weeks in advance.

(b) If an employee is laid off he will receive any unused vacation credit including that accrued in the current calendar year. A 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 the Agreement.

**ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.**

(a) The Employer agrees to provide hospitalization/medical coverage for the employee and his family. The plan will be a Blue Cross/Blue Shield Community Blue Option 1. Office visits will require a \$40 employee co-pay and employee emergency room visits will require a \$250 employee co-pay which is waived if the visit is a result of an accident or if visit results in a hospital admission. Physicals will be paid at the rate of \$1,000 per year. The prescription coverage shall be tier three, \$10 employee co-pay for generic drugs, \$40 employee co-pay for brand name; however, the County agrees to reimburse for costs exceeding \$10 for generic drugs and \$25 for brand name and non-formulary drugs.

(b) In year 2010, the Employer will pay the full cost of the premium for hospitalization/medical coverage. In the event of a hospitalization/medical premium increase for 2011, employees will be responsible for paying 50% of the increase (based on the 2010 premium rates) beginning January 1, 2011; however, the employees' maximum exposure on premium share will not exceed \$100.00 per month. In the event that 2011 premiums increase to a level that brings the employee co-pay to \$50.00 or more per month, the parties agree to form a health care cost-containment committee, consisting of at least two (2) employer representatives as well as the AFSCME Chapter Chairperson and Council 25 Staff Representative, whose aim will be to explore and possibly adopt plan re-design changes, provider changes, and other measures by mutual agreement in an effort to reduce such costs.

(c) The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family during an employee's absence as the result of any injury, illness or maternity for a period of thirty (30) days.

(d) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family while the employee is laid off, for a period of thirty (30) days.

(e) If the health insurance deductible is increased the County will assume the deductible in excess of \$100.00 per employee.

(f) The Employer agrees to pay the full premium for the 50/50 Dental Plan.

(g) Payment in Lieu of Insurance. The Employer agrees to pay employees two hundred fifty (\$250.00) per month as payment in lieu of insurance for Employees who have insurance available through another source. It is understood that the Employee may elect to resume coverage currently offered by the County at any open enrollment period, or in the event the employee experiences a qualifying (life-changing) situation as prescribed by Blue Cross/Blue Shield.

### **ARTICLE 35. LIFE INSURANCE COVERAGE.**

(a) The Employer agrees to pay the full premium of whole life insurance plan for each employee, face value of \$1,000.00 after three (3) years, \$3,000.00 after five (5) years, and \$5,000.00 after ten (10) years of employment, or on layoff for thirty (30) days.

(b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

### **ARTICLE 36. COMPUTATION OF BENEFITS.**

All hours paid to employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

### **ARTICLE 37. UNEMPLOYMENT INSURANCE.**

The Employer agrees to provide, through the services of the Michigan Employment Security commission, unemployment insurance coverage for all employees under this Agreement.

### **ARTICLE 38. CONTRACTING AND SUB-CONTRACTING OF WORK.**

During the term of this Agreement, the Employer shall be allowed to contract out or sub-contract work, in whole or in part, as

long as it does not replace or displace bargaining unit members or reduce their hours.

**ARTICLE 39. WORK PERFORMED BY SUPERVISORS.**

Supervisory employees, or non-bargaining unit members, shall be permitted to perform work within the bargaining unit as long as it does not replace or displace bargaining unit members or reduce their hours. This article cannot be enforced if it is in violation of State or Federal law.

**ARTICLE 40. DISTRIBUTION OF AGREEMENT.**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

**ARTICLE 41. APPENDICES.**

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

- Appendix A.....Classifications and Rates
- Appendix B.....Pensions
- Appendix C.....Retroactivity
- Appendix D.....Frozen Sick Leave Pay-out

**ARTICLE 42. TERMINATION AND MODIFICATION.**

This Agreement shall continue in full force and effect until December 31, 2011.

(a) If either party desires to amend and/or terminate this Agreement, it shall one-hundred twenty (120) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice

of amendment or termination by either party, on one-hundred twenty (120) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) 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.

(e) 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 AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to Chairman of the Board, Keweenaw County Courthouse, Eagle River, MI 49950; or to any such address as the Union or the Employer may make available to each other.

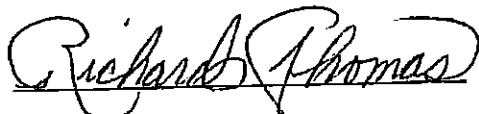
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.


Signed this 17 day of March, 2010.

FOR THE KEWEENAW  
COUNTY BOARD OF  
COMMISSIONERS:

  
County Board Chairman

FOR THE AFSCME  
UNION:

  
Richard Thomas, Chapter Chair

  
Council #25 Staff Representative

APPENDIX A

**CLASSIFICATION AND RATES**

**Effective 1/1/10**

Custodian..... \$14.50 (2.5% + \$0.15 wage adjustment)

**Effective 1/1/11**

Custodian..... \$15.01 (3.5%)

**APPENDIX B**

**PENSION**

Effective July 1, 2005, the Employer shall adopt the MERS B -3. It is understood and agreed that the Employer shall continue its obligation to the retirement program of three percent (3%), and that the Employee's obligation shall be three point nine-two percent (3.92%).

**APPENDIX C**

**RETROACTIVITY**

It is understood between the parties that the wage rate shall be retroactive to January 1, 2010.

**APPENDIX D**

**FROZEN SICK LEAVE PAYOUT**

Effective 1/1/98 the parties to this Agreement agreed to freeze forty-five days of accumulated sick leave time at the rate of \$8.50 per hour with a total of \$3,060.00 from Mr. Rick Thomas' accumulated sick time. Which shall be paid to him upon severance of employment with the county. And upon death of said employee the above amount will be paid to the employees' beneficiary. It is understood by the parties; that this appendix shall have no implication on the formulation of sick leave pay-out in accordance with Article 27, Sick Leave, of this Agreement.