

12-31-75

DELTA COUNTY COURT EMPLOYEES CONTRACT

LOCAL #2755

LABOR AND INDUSTRIAL
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Michigan State University

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Delta County 94th District Court

94th District Court
310. Ludington St.
Escanaba, Mich.

AGREEMENT

This Agreement entered into on this 3rd day of September, 1974,
BETWEEN the DELTA COUNTY BOARD OF COMMISSIONERS, DELTA COUNTY 94th
DISTRICT COURT, DELTA COUNTY 25th CIRCUIT COURT, DELTA COUNTY
PROBATE COURT, (hereinafter referred as the "EMPLOYER") and _____
Delta County CHAPTER OF LOCAL 2755,
affiliated with Council #55, 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.

It is agreed that this Agreement be construed according to its written
provisions without regard to any discussions or negotiations, written or oral,
which the parties have had leading to or resulting in the execution and delivery
of this Agreement or any amendment thereof, and nothing which is not a written
and executed portion of this written Agreement shall be referred to in connection
with its construction.

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 all employees of the Employer included in the bargaining unit described below: See CLASSIFICATION, Appendix B.

Part time, temporary and seasonal employees holding positions in classifications designated in Appendix B shall be included in the bargaining unit covered by this Agreement provided that they have been continuously employed for a period of ninety (90) days from the date of last appointment during the term of this Agreement. A lay-off, not to exceed ten (10) consecutive work days, during the ninety (90) day period shall not be considered a break in continuous service as defined in this section.

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. The Union agrees not to coerce employees into the Union membership and further agrees not to make agreements with any other union for the purpose of coercing the Employer.

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 thirty (30) 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 thirtieth (30th) 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 thirty (30) days immediately prior to the 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. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this article or from complying with any requests for termination under this article. The employee's

earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriated Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of said authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.

(d) See attached authorization form.

ARTICLE 5. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall 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 3 of this contract.

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

(d) See attached authorization form.)

ARTICLE 6. REMITTANCE OF DUES AND FEES.

(a) When Deductions begin.

AUTHORIZATION FORM

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 the Treasurer of the Local Union _____.

BY: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

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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) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the Union with a 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 also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement shall be represented by not more than two (2) stewards. The Employer shall be notified of the names of the stewards and the unit chairman. The unit chairman shall be allowed the necessary time off during working hours without loss of pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

Employees covered by this Agreement shall be represented in negotiations by negotiating committee members. Bargaining by the parties shall commence either during regular working hours or outside of regular working hours. Members of the bargaining committee shall not be paid by the Employer for time spent in negotiations.

ARTICLE 8. 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 repre-

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 conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

ARTICLE 9. 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 to be a proper matter for the grievance procedure, the grievance must be presented within fifteen (15) calendar 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 Supervisor 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 two (2) working days of receipt of the grievance.

STEP (2) (a) If the answer at Step (1) is not satisfactory, and the

Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #55.

(b) In the event Council #55 wishes to carry the matter further, it shall within fifteen (15) calendar days from the date of the Employer's answer at Step (1) 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 #55 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

(c) The arbitration proceedings 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 judgment 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 for the arbitrator shall be shared equally between the Employer and the 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 cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) calendar 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.

(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.

ARTICLE 10. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 11. COMPUTATION OF BACK WAGES.

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

ARTICLE 12. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or 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.

(d) Appeal of Discharge or 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 13. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) 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 from the day ninety (90) 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 or 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, in accordance with the employee's last date of hire.

ARTICLE 14. 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 upon request.

ARTICLE 15. 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 two (2) consecutive working 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 16. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairmen and Stewards shall head the seniority list of the unit, during his or her term of office solely for purposes of layoff and recall and only if said Chapter Chairmen and Stewards are full time employees.

ARTICLE 17. 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 inform the employee to be laid off with fourteen (14) calendar days advance notice in writing and shall provide a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations, to the proper Union representative.

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

ARTICLE 18. 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 the employee fails to indicate to the Employer within five (5) days that he intends to return to work within ten (10) calendar days from the date of the mailing of notice of recall, he shall be considered a "quit". In proper cases exceptions may be made.

ARTICLE 19. TRANSFERS.

(a) 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 this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications. Location exchange will be allowed in such cases.

ARTICLE 20. 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 seven (7) 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.

ARTICLE 21. VETERANS. Reinstatement of.

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

ARTICLE 22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

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 where the Employer is required to grant

said leave by law.

ARTICLE 23. 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. Maternity leave.
2. Sick leave (physical or mental).

Where said pregnancy and/or illness prevents the employee from working. 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 they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

(c) Members of the Union selected to attend a function of the Union shall be allowed seven (7) days per year without pay to attend such function. No more than two (2) employees shall be allowed said time off at any one time.

ARTICLE 24. UNION BULLETIN BOARD.

The Employer shall provide space on existing bulletin boards in the Employer's place of business which may be used by the Union for posting notices pertaining to Union business. Such notices shall be limited to elections, meetings and social affairs. Any other notices or information which the Union wishes to place on said bulletin boards must have the prior approval of the Employer.

ARTICLE 25. 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 26. 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; provided, that such employee shall fill such vacancy for a period in excess of ten (10) consecutive working days.

ARTICLE 27. 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 28. SAFETY COMMITTEE.

A Safety Committee of employees and Employers is hereby established. This Committee shall consist of the stewards, and shall meet at the call of either party during regular daytime working hours for the purpose of making recommendation to the Employer. 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 29. EQUALIZATION OF OVERTIME HOURS.

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

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department 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 call-out period.

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

HANSLEY, NEIMAN,
STAPTON & BEAUCHAMP
ATTORNEYS AT LAW
20 NORTH SIXTH STREET
ESCANABA, MICH.

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 30. WORKMEN'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the Workmen's Compensation Laws and his regular weekly income.

ARTICLE 31. WORKING HOURS.

(a) The regular work week is established at thirty-five (35) hours per week. The work day shall begin at nine (9:00) o'clock in the morning and end at five (5:00) o'clock in the afternoon. During the months of June, July, August and September, the work day shall begin at eight (8:00) o'clock in the morning and end at four (4:00) o'clock in the afternoon.

(b) Employees shall be allowed sixty (60) minutes for lunch.

(c) Employees may take a fifteen (15) minute coffee break in the a.m. and a fifteen (15) minute coffee break in the p.m. which coffee break may be taken outside of their working area.

ARTICLE 32. 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. A maximum of forty-five (45) unused sick leave days may be taken as paid time off upon severance of employment with the Employer and the 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.

ARTICLE 33. FUNERAL LEAVE.

An employee shall be allowed three (3) 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, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day with pay to be deducted from sick leave in the event of a death of a member of the union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 34. TIME AND ONE-HALF.

A normal work day shall consist of seven(7) hours per day and thirty-five (35) hours per week. For hours worked in excess of forty (40) hours in a week, the employee shall receive compensatory time off, if said compensatory time off can be scheduled within the same pay period. If it cannot, the employee will receive wages at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week.

ARTICLE 35. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Christmas Day
Memorial Day	1/2 Day on December 24th
Independence Day	1/2 Day on December 31st
Labor Day	

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

(b) Should a holiday fall on Sunday, Monday shall be considered as the holiday. Should an employee be required to work on a holiday, said employee

shall receive wages for said hours worked at the rate of time and one-half and in addition thereto shall receive compensatory time for the hours worked which shall be determined on a straight time basis.

ARTICLE 36. VACATION ELIGIBILITY.

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

<u>YEARS OF SERVICE</u>	<u>NO. OF VACATION DAYS</u>
After one (1) year	5 days
After two (2) years	10 days
After three (3) years	10 days
After four (4) years	10 days
After five (5) years	11 days
After six (6) years	12 days
After seven (7) years	13 days
After eight (8) years	14 days
After nine (9) years	15 days
After ten (10) years	15 days
After eleven (11) years	15 days
After twelve (12) years	15 days
After thirteen (13) years	15 days
After fourteen (14) years	15 days
After fifteen (15) years	20 days

ARTICLE 37. VACATION PERIOD.

(a) Vacations will be granted at such times during the year suitable to the employee and Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) 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 shall be rescheduled and such time off shall be charged to either sick leave or time off without pay. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation period.

ARTICLE 38. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he will

receive, if requested, that check in advance before going on vacation.

(b) If an employee is laid off or retired, or severs his employment, 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.

(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 39. HOSPITALIZATION MEDICAL COVERAGE

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Time Insurance Plan. This coverage shall be applied to all full-time employees covered by the terms of this Agreement. It is agreed that prior to the Employer placing this insurance for the calendar year 1975, that the Employer and Union will meet and discuss the coverage of said insurance plan to determine whether or not any improvements in said plan can be agreed upon.

(b) 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, to the extent that said employee is either drawing sick leave benefits or vacation benefits and in the event that said employee is drawing Workmen's Compensation, the Employer agrees to pay the premium for said hospitalization for a period not to exceed six (6) months.

ARTICLE 40. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of a term insurance plan for each employee, face value of \$3,000.00 while employed.

ARTICLE 41. COMPUTATION OF BENEFITS.

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

ARTICLE 42. UNEMPLOYMENT COMPENSATION.

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

ARTICLE 43. CONTRACTING AND SUB-CONTRACTING OF WORK.

During the term of this Agreement the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or sub-contracting would reduce the work force.

ARTICLE 44. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees to notify the Union prior to any consolidation or elimination of jobs and the Employer further agrees to meet with the Union if the Union shall request such a meeting in order that the Employer might explain his reasons for such consolidation or elimination of jobs.

ARTICLE 45. BENEFITS. Part Time Employees.

An employee who works less than seventeen and one-half (17½) hours per week shall receive fifty (50%) percent of the fringe benefits available to an employee who works thirty-five (35) hours per week. An employee who works in excess of seventeen and one-half (17½) hours per week, but less than thirty-five (35) hours per week, shall receive fringe benefits prorated according to the hours worked.

ARTICLE 46. MILEAGE ALLOWANCE.

Employees who are required to use their personal automobile for official business shall be compensated by the Employer at the rate of thirteen (13¢) cents per mile.

ARTICLE 47. EDUCATION.

In the event an employee is required by the Employer to attend educational classes or sessions, the employee shall be paid his or her regular wages and the Employer shall be responsible to pay the cost of attending said classes which shall include tuition, course materials, mileage, lodging and meals.

ARTICLE 48. EMPLOYMENT FUNDING.

After the date of this Agreement, any employee hired whose employment

would be funded by a governmental agency other than the Employer shall be mutually agreed upon by the Union and Employer as to wages, fringe benefits and security which shall be granted to said employee.

ARTICLE 49. WAGE INCREASES.

As of January 1, 1975, each employee covered by this Agreement shall receive a pay increase in the amount of forty-five (45¢) cents per hour over and above their present rate of pay.

ARTICLE 50. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 51. APPENDIXES.

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

- Appendix A - Pension
- Appendix B - Classification
- Appendix C - Management's Rights

ARTICLE 52. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 1975.

(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) 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 _____, Michigan; and if the Employer, addressed, Delta County Board of Commissioners, Escanaba, Michigan, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 53. EFFECTIVE DATE.

This Agreement shall become effective as of September 3, 1974 except for the following provisions:

1. Article 35. Holiday Provisions shall be effective July 1, 1974.
2. Article 36. Vacation Eligibility shall be effective as of July 1, 1974.

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

IN THE PRESENCE OF:

William E. Butler

William E. Butler

William E. Butler

William E. Butler

Roger Deibel Staff Rep

Ellsworth Vian

DELTA COUNTY BOARD OF COMMISSIONERS

By Robert A. [Signature]

DELTA COUNTY 94TH JUDICIAL DISTRICT

By Dean J. Shipman
Dean J. Shipman, District Judge

DELTA COUNTY 25TH CIRCUIT COURT

By Bernard H. Davidson
Bernard H. Davidson, Circuit Judge

DELTA COUNTY PROBATE COURT

By James R. Fitzharris
James R. Fitzharris, Probate Judge

COUNCIL #55, AFSCME, AFL-CIO
CHAPTER OF LOCAL 2755

By June J. Walker

By Anthony B. Marmalick

HANSLEY, NEIMAN,
PERSON & BEAUCHAMP
ATTORNEYS AT LAW
10 NORTH SIXTH STREET
ESCANABA, MICH.

APPENDIX A

PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

APPENDIX B
CLASSIFICATION

Deputy

Deputy of Circuit Court Clerk

Register of Deeds

Treasurer

CLERK I

County Clerk

Extension

Tax Department

County Treasurer

Veteran's Office

District Court

CLERK II

District Court

Probate Court

Register of Deeds

Prosecuting Attorney Office

UNCLASSIFIED EMPLOYEES - GROUP I

Court Recorder

Circuit Court

District Court

Tax Dept. Head

Jury Matron

Probation Department

District Court

Probate Court

Appraiser

Custodian

Friend of Court

Circuit Court

Assistant Prosecuting Attorney

Veteran's Office

County Agent

Probate Court

Bailiff

Register of Probate

APPENDIX B

CLASSIFICATION (Continued)

Clerk of District Court

UNCLASSIFIED EMPLOYEES - GROUP II

Prosecutor's Office

Halfway House

Mental Health

Emergency Employment

NOTE:

Unclassified Employees in Group I will receive all benefits under Union contract and will receive all wage increases and job security as provided for in the Union contract. Replacement of said employees will be governed by the Union contract. The starting wage for any needed replacement will be not less than the beginning wage for the Clerk I classification.

Unclassified Employees in Group II and their wages, fringe benefits, job security, shall be governed by the Governmental Program under which they were hired as provided for in Article 48 of this Agreement.

APPENDIX B

CLASSIFICATION (Continued)

CLERK I1974 ANNUAL WAGE

Start	\$ 4,160
6 mo.	4,264
1 yr.	4,368
2 yrs.	4,472
3 yrs.	4,572
4 yrs.	4,680
5 yrs.	4,784

CLERK II

Start	\$ 4,576
1 yr.	4,680
2 yrs.	4,784
3 yrs.	4,888
4 yrs.	4,992
5 yrs.	5,096
6 yrs.	5,200
7 yrs.	5,304
8 yrs.	5,408
9 yrs.	5,512
10 yrs.	5,616
11 yrs.	5,720

DEPUTY

Start	\$ 5,096
1 yr.	5,200
2 yrs.	5,304
3 yrs.	5,408
4 yrs.	5,512
5 yrs.	5,616
6 yrs.	5,720
7 yrs.	5,824
8 yrs.	5,928
9 yrs.	6,032
10 yrs.	6,136
11 yrs.	6,240
12 yrs.	6,344
13 yrs.	6,448
14 yrs.	6,552
15 yrs.	6,656
16 yrs.	6,760
17 yrs.	6,864
18 yrs.	6,968

NOTE: See Article 49 re January 1, 1975

APPENDIX C

MANAGEMENT'S RIGHTS

The Employer retains all right and authority to manage and direct its employees except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Employer to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

ANNUAL WAGESClerk I

	<u>1975</u>	<u>pr. hr.</u>	<u>pr. day</u>
Start	\$ 5,379.00	2.96	20.72
6 Mo.	5,483.00	3.01	21.07
1 yrs.	5,587.00	3.07	21.49
2 yrs.	5,691.00	3.13	21.91
3 yrs.	5,795.00	3.18	22.26
4 yrs.	5,899.00	3.24	22.68
5 yrs.	6,003.00	3.30	23.10

Clerk II

Start	5,795.00	3.18	22.26
1 yr.	5,899.00	3.24	22.68
2 yrs.	6,003.00	3.30	23.10
3 yrs.	6,107.00	3.36	23.52
4 yrs.	6,211.00	3.41	23.87
5 yrs.	6,315.00	3.47	24.29
6 yrs.	6,419.00	3.53	24.71
7 yrs.	6,523.00	3.58	25.06
8 yrs.	6,627.00	3.64	25.48
9 yrs.	6,731.00	3.70	25.90
10 yrs.	6,905.00	3.79	26.53
11 yrs.	6,939.00	3.81	26.67

Deputy

Start	6,315.00	3.47	24.29
1 yrs.	6,419.00	3.53	24.71
2 yrs.	6,523.00	3.58	25.06
3 yrs.	6,627.00	3.64	25.48
4 yrs.	6,731.00	3.70	25.90
5 yrs.	6,835.00	3.76	26.32
6 yrs.	6,939.00	3.81	26.67
7 yrs.	7,043.00	3.87	27.09
8 yrs.	7,147.00	3.93	27.51
9 yrs.	7,251.00	3.98	27.86
10 yrs.	7,355.00	4.04	28.28
11 yrs.	7,459.00	4.10	28.70
12 yrs.	7,563.00	4.16	29.12
13 yrs.	7,667.00	4.21	29.47
14 yrs.	7,771.00	4.27	28.89
15 yrs.	7,875.00	4.33	30.31
16 yrs.	7,979.99	4.38	30.66
17 yrs.	8,083.00	4.44	31.08
18 yrs.	8,187.00	4.50	31.50

Circuit Court Secretary-Assignment Clerk	\$ 5,317.69
Probation Secretary	2,712.05
Circuit Court Reporter	10,000.00
Civil Defense Director	4,787.50
Courthouse Janitor	8,319.00
District Court Magistrate	8,353.00
District Court Clerk	7,598.00
District Court Reporter	8,928.00
District Court Gladstone Clerk	2,125.00
District Court Probation Officer	12,823.00
District Court Probation Secretary	2,712.05
Equalization Dept. Director	11,600.00
Equalization Dept. Appraiser I	9,380.00
Equalization Dept. Appraiser II	8,681.00
Friend of the Court	10,223.00
Agricultural Extension - Half-time Secretary	1,000.00
Veterans Office Clerk	1,700.00
Probate Court Registers Salary	7,231.00
Probate Court Juvenile Agent	2,784.00
Probate Court Probation Officer Salary	6,409.50
Prosecuting Atty. Assistant	11,819.00
Pros. Atty. Co-Reimb. Social Service Atty.	12,819.00
Pros. Atty. Co-Reimb. Social Service Investigator	6,279.00