

86th District Court
Grand Traverse & Leelanau Counties

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

Dec. 31, 1974

This agreement entered into on this 1st day of November, 1973, between the 86th District Court, Grand Traverse County, (hereinafter referred to as the "EMPLOYER") and 86th District Court Employees Chapter of Local _____, 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.

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, except Magistrates, of the Employer included in the bargaining unit described below:

All regular full-time and part-time employees of the 86th District Court, excluding all other court and county employees 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. 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.

District Court
216 Cass St.
Traverse City, Mich. 49684

Grand Traverse County, 86th District Court

(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 uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein, 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 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues 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.

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

ARTICLE 5. REMITTANCE OF DUES AND FEES.

(a) When Deductions begin.

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

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall 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.

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

ARTICLE 6. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Unit Chairman.

The Employees covered by this Agreement will be represented by one steward and one unit chairman, who shall not be assigned to the same county.

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

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

(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 as scheduled.

(3) Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations, except they shall not be paid for over normal working hours.

ARTICLE 7. 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 one representative of the union and one representative 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 between the hours of 9 AM and 4 PM. The members of the Union shall not lose time or pay for time spent in such special conferences. 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 8. 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 thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, by the Union.

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

(a) If the 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) If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Judge within seven (7) working days after the immediate supervisor's response is due. The Judge shall sign and date the steward's copy. The Judge shall respond to the steward in writing within three (3) working days of receipt of the grievance.

STEP (3) If the grievance remains unsettled it shall be presented by the Chapter Chairman, in writing, to the Judge within seven (7) working days after the response of Step (2) is due. The Judge shall sign and date the Chapter Chairman's copy. The Judge shall respond in writing to the Chapter Chairman within five (5) working days.

STEP (4) (a) If the answer at Step (3) is not satisfactory, and the Union wished 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 thirty (30) calendar days from the date of the Employer's answer at Step (3) 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 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 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 the 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 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.

(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 9. 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 10. COMPUTATION OF BACK WAGES.

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

ARTICLE 11. TERMINATION AND DISCIPLINE.

(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.

(c) 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 one (1) year previously.

(e) An employee may be temporarily suspended from service for disciplinary purposes where the cause is not sufficient to warrant demotion or dismissal. An employee may be suspended without pay for such periods are justified by

his improper conduct except that no employee will be suspended for a period greater than 30 days. Any suspension which would have the effect of making the total time during which the employee is suspended without pay in any twelve month period greater than 30 days will be deemed a dismissal, and will be subject to the provisions of this contract concerning dismissals.

(f) Demotions, as a form of penalty, may be made when the employee does not give satisfactory service in the position he holds. At the time of demotion, the Judge must give the employee written notice of demotion, including the reasons, therefor, and submit a copy to the steward. A demotion may be appropriate when an employee does not warrant dismissal from the service but gives evidence of being able to perform work in a lower classification.

(g) Dismissals or discharges or separations made for misconduct, inefficiency, insubordination, or other just cause may be made at any time, but at the time of dismissal, the Judge must give the employee written notice, including the reason for the dismissal, and must submit a copy to the steward. Dismissal without previous disciplinary action shall be used only in the most serious cases of employee misconduct.

(h) Causes for Disciplinary Action.

Just causes for discharge, suspension or demotion in the service are listed in the following subsections, although discharge, suspension or demotion may be made for other just causes.

- (1) The employee has been convicted of a felony or of a misdemeanor involving moral turpitude.
- (2) The employee has violated any lawfully official regulation or order or fails to obey any proper direction made and given by a superior.
- (3) The employee has been under the influence of intoxicants while on duty.
- (4) The employee has been guilty of insubordination of disgraceful conduct on duty.
- (5) The employee is offensive in his conduct or language in public towards the public court officials, or other employees on duty.

ARTICLE 12. SENIORITY. Probationary Employees and Full Time Employees.

(1) Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months 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.

(2) Seniority Rights Full Time Employees:

(a) In establishing the seniority rights of employees in the 86th district court prior to the forming of said court. Seniority shall prevail from date of hire with the county and shall be recognized by the 86th District

Court as the seniority date for the employees involved for the purpose of computing all benefits in this Agreement.

ARTICLE 13. 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.

ARTICLE 14. 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 three (3) 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 15. MANAGEMENT RIGHTS.

(a) The Union recognizes the right of the Court to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the Court has not officially abridged, delegated or modified by this agreement are retained by the Court.

(b) The Union recognizes the exclusive right of the Court to establish reasonable work rules, determine reasonable schedules or work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards. The Court also reserves the right to make work assignments in emergency situations within the limitations of this contract.

(c) The Court has the right to schedule overtime work as required, and consistent with the provisions set forth in Article ____.

(d) The Court has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and range of skill are enumerated, are intended to be performed by the employees.

(e) The Court reserves the right to discipline or discharge for just cause.

(f) The Court reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the

control of the Court or where such continuation of work would be wasteful and unproductive.

(g) The responsibilities of the District Court Judge, governed by Michigan Statute, subject to the provisions of this agreement, include and he has the right to hire, assign, transfer, and promote employees to positions within the Court; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine the methods, means, and personnel necessary for Court operations, to control Court budgets, and to take whatever actions are necessary in situations of emergency to perform the functions of the Court.

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS.

The Union steward or unit chairman shall head the seniority list of the Court within their county and job classification, during their term of office.

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 meet with the proper union Representatives at least three weeks prior to the effective date of layoff. At such meetings, 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 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 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 19. 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.

(b) The job shall be awarded or denied within two (2) weeks 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) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 20. VETERANS. Reinstatement of.

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

ARTICLE 21. 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 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, except in the case of an emergency.

ARTICLE 22. LEAVES OF ABSENCE.

(a) Leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave.
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. 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 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 time off without loss of time or pay to attend.

ARTICLE 23. UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each county which may be used only by the union for posting notices pertaining to union business.

ARTICLE 25. TEMPORARY ASSIGNMENT.

Temporary assignments for the purpose of filling vacancy of Court-Recorder, absent because of illness, etc., will be granted to the employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification, providing the absents is for a period of more than two (2) weeks.

ARTICLE 26. EQUALIZATION OF OVERTIME HOURS.

It is the intent of the parties that overtime shall be distributed equally among all employees working in clerical positions. The Employer will take such steps as are necessary to equalize the same, if possible.

ARTICLE 27. WORKMEN'S COMPENSATION.

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

ARTICLE 28. WORKING HOURS.

(a) All Clerks shall be on shifts not to exceed forty (40) hours per week. Said shift, except for Leelanau County, shall be rotated weekly among the Clerks so that Saturdays from 8:30 a.m. to 12:00 noon shall be included.

(b) Employees shall be allowed sixty (60) minutes off for lunch, included in their eight and a half (8 1/2) hour work day.

(c) Employees may take a coffee break in the A.M. and also a coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

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

(e) All employees shall attend all conventions and/or training sessions as assigned by the Judge at regular rates of pay and at no overtime, with compensation for expenses incurred as listed below.

(1) The Court will arrange for pre-paid Motel accommodations and pay all registration fees prior to departure.

(2) The Court will pay to the employees attending said convention and/or training session upon their

return, Milage at ten cents (10¢) per mile plus all meals the employees incurred while attending said session, providing the employees bring the receipts for said meals.

ARTICLE 29. 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 120 days maxium accumulation. 75 sick leave days will be paid upon retirement with the Employer, and upon death of an employee all unused sick leave days will be paid at the prevailing rate to the employee's beneficiary. Not to exceed 75 days. 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.

ARTICLE 30. FUNERAL LEAVE.

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, Step-parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-children, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairman, or his representative, shall be allowed one (1) funeral leave day with pay 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 31. TIME AND ONE-HALF AND DOUBLE TIME.

- (a) Time and one-half will be paid as follows:
 - 1. For all work hours over eight (8) in one day.
 - 2. For hours in excess of the regular work sheet.
- (b) Double time will be paid as follows:
 - 1. For all hours worked on Sunday.

ARTICLE 32. HOLIDAY PROVISIONS:

- (a) The paid holidays are designated as follows:

New Years Day	Labor Day
Lincolns Birthday	Columbus Day
Washington Birthday	Veterans Day (Nov. 11th)
Good Friday (See c. below)	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	(b. below)
Friday Afternoon of Cherry	Christmas Day
Festival Week (See d. below)	

(b) Whereas Leelanau County District Court Employees have off on the day after Thanksgiving, the employees of the 86th District Court in Grand Traverse County will work on a rotation basis. This will be done so their will be one (1) employee in the office on the day after Thanksgiving.

(c) Whereas Leelanau County District Court Employees have all day Good Friday off, the employees in Grand Traverse County District Court have off the hours 12 noon until 3 p.m.

(d) Whereas the Grand Traverse County District Court Employees have the Friday afternoon off on the week of the Cherry Festival. Leelanau District Court employees will work the whole day.

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

(f) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday than Monday shall be considered as the holiday.

ARTICLE 33. VACATION ELIGIBILITY:

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

1 year service thru 5 years service-----	2 weeks
6 years service thru 10 years service-----	3 weeks
10 years service and thereafter-----	4 weeks

ARTICLE 34. VACATION PERIOD.

(a) The Court shall schedule vacation leaves for its employees with particular regard to seniority of those employees, and to enable efficient and effective operations to be maintained. Requests for vacation shall be approved by the Court.

(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 rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

ARTICLE 35. PAY ADVANCE.

(a) 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.

(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 36. HOSPITALIZATION MEDICAL COVERAGE:

The Employer agrees to pay the full premium of hospitalization medical coverage for the employee and his family, the plan to be the same as the employees are now receiving in Leelanau County District Court. This plan is the Blue Cross-Blue Shield MVF-1 with riders D, and F plus the \$2.00 co-pay Drug Program. This coverage shall be applied to all permanent employees.

ARTICLE 37. 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 38. CONTRACTING AND SUB-CONTRACTING OF WORK.

Contracting and sub-contracting of work, that results in a lay-off of employee covered under the terms of this agreement, shall not take effect until a meeting has been held by the Special Conference.

ARTICLE 39. CONSOLIDATION OR ELIMINATION OF JOBS.

The employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

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. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until December 31, 1974.

(a) If either party desires to amend and/or terminate this Agreement, it shall, as of September 1, 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 September 1, a 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 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 #55, 1034 N. Washington, Lansing, Michigan; and if to the Employer, addressed, 86th District Court, Traverse City, Michigan, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 42. EFFECTIVE DATE.

This Agreement shall become effective as of it's date of execution except for the following provisions:

All items agreed upon shall become effective upon Ratification by both parties, except for Salarys which will become effective as of January 1, 1974. (See following page).

APPENDIX A. PENSIONS:

The pension provisions now in effect for employees covered by this Agreement shall be continued. Unless the Court System is taken over by the State, than all funds will be transferred to the new system if possible.

APPENDIX B. CLASSIFICATION AND RATES:

<u>Classification</u>	<u>WAGE</u>
Chief Clerk	8275
Accounting Clerk	7510
Court Recorder	8292
Probation Officer	12000
Clerk	5908

The above rates are for a one (1) year contract for Grand Traverse Employees.

<u>Classification</u>	<u>WAGE</u>
Chief Clerk	7200
Clerk	5200

The above rates are for a one (1) year contract for Leelanau County Employees.

APPENDIX C. LOGEVITY PAY:

Longevity Pay: Court employees shall be granted automatic salary increments in addition to their regular salaries on the following basis:

After ten (10) years of employment 5% of base salary, after fifteen (15) years of employment an additional 5% of base salary.

APPENDIX D. JOB CLASSIFICATIONS

Chief Clerk - Each county shall have a Chief Clerk with duties and responsibilities as follows:

- (a) to be acquainted with all clerical or accounting functions of the court either civil or criminal and be able to perform and train other employees to perform each function.
- (b) to assure that all of the above functions are performed in order to facilitate the operation of the court.
- (c) to be ultimately responsible that all required and needed documents or any other matters are correctly handled to assure efficient operation of the court.

(d) to supervise and assign all clerks, account clerks and/or parties performing clerical functions.

(e) to physically perform such clerical work as may be necessary or which cannot be performed by the parties regularly assigned to those duties.

(f) to perform all duties except those of Court Recorder or Probation Officer in the event said Chief Clerk is not provided with staff.

(g) to serve as secretary for the preparation of opinions and/or letters or any other matter that the Judge shall require with priority given to those matters.

(h) to train each clerical employee to handle all the duties of the other clerical employees.

Accounting Clerk - The duties and responsibilities of an Account Clerk are as follows:

(a) to be responsible for correct maintenance, handling, distribution and reports of all funds paid to or distributed by the Court.

(b) to perform such clerical duties as may be assigned by the Chief Clerk.

(c) to perform all customary secretarial services for the Probation Officer.

Probation Officer - The duties and responsibilities of a Probation Officer are to perform such duties and carry such duties and such responsibilities as assigned by the Judge and as outlined in the grant application without regard to any overtime provision of this contract and for the salary as indicated in the grant.

Court Recorder - The duties and responsibilities of a Court Recorder are as follows:

(a) to tape court proceedings and be responsible for the production of transcripts of said tapes.

(b) to be present at all times court is in session without regard to the scheduling vacation provisions of this contract. Vacations shall coincide with those of the Judge.

(c) to prepare and distribute dispositions in court as required.

(d) to perform such clerical duties as she may be trained for and assigned by the Chief Clerk when the above Recorder functions are not being performed.

(e) to have overall supervision of the court calendar of cases, so that the time of the Judge may be fully employed; to maintain a schedule book; said calendar and schedule book to be in concert with the Chief Clerk.

CLASSIFICATIONS All Employees -

(a) All court employees, except the Probation Officer, shall have such duties as assigned by the Chief Clerk consistent with the Chief Clerk's responsibility to efficiently

handle all clerical work for the operation of the court.

(b) All court employees will be expected to give priority to the public in the operation of the traffic bureau and the filing of civil matters at any counter or on any telephone provided by the court, and shall be courteous and patient.

The intent of the above classification descriptions is not to change the present duties assigned to the respective positions, but to expand and clarify the same.

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

FOR THE UNION:

Ruby S. Chamberlain
Carlborg Titola

In presence of:

Wellard S. Howes
Steff Reg.

FOR THE EMPLOYER:

[Signature]

In presence of:
