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1/28/98

AGREEMENT

between

THE DELTA COUNTY BOARD OF COMMISSIONERS

and

THE EMPLOYEES OF THE DELTA COUNTY COURTHOUSE
CHAPTER OF LOCAL #2755
Affiliated with Council #25, AFL-CIO

Delta County

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AGREEMENT

This agreement entered into this 29nd day of January, 1994 between the Delta County Board of Commissioners (hereinafter referred to as the "Employer") and the Employees of the Delta County Courthouse, Chapter of Local #2755, affiliated with Council #25, 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 proper services 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.

Section 1.1 Collective Bargaining Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time employees employed by the County of Delta, but excluding supervisors, confidential employees, assistant prosecutors, assistant personnel director and confidential secretary to the County Board of Commissioners.

Section 1.2 Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those permanent full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining units set forth in Section 1.1. For purpose of this Agreement, the following definitions are applicable:

- (a) Permanent Full-Time Employee. A permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.
- (b) Regular Part-Time Employees. A regular part-time employee is an employee who is working less than the full-time requirements required of that position.
- (c) Irregular Part-Time, Temporary and Seasonal Employees. Irregular part-time, temporary and seasonal employees are employees who are scheduled to work a specific assignment, for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition with the exception of vacation relief, previously agreed to by the Union and Management.
- (d) Supervisor. A supervisor is any person with the authority to hire, transfer, layoff, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.
- (e) Employer. The definition of the Employer contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement, and it shall not be binding upon the parties hereto for other purposes to the extent that an Employer may be otherwise defined under the laws of the State of Michigan.
- (f) Immediate Supervisor. The term "immediate supervisor" as used in this Agreement shall mean those individuals holding the positions listed below:

Department

Immediate Supervisor

County Clerk
 Register of Deeds
 Treasurer's Office
 Prosecutor's Office
 Delta County Airport
 Animal Shelter
 Maintenance Personnel
 Building & Zoning Dept.
 Administration & Finance
 M.S.U. Extension Service
 Equalization

County Clerk
 Register of Deeds
 Treasurer
 Prosecutor
 Airport Manager
 Delta County Sheriff
 Dir. Maint & Housekeeping
 Building & Zoning Admin.
 Dir. of Admin. & Finance
 Extension Director
 Equalization Director

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 (30) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECKOFF.

(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 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, 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 forms, together with the provisions of this Agreement. The employer shall have no responsibility for the collections of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision.

(d) See attached authorization form.

ARTICLE 5. REPRESENTATION FEE CHECKOFF.

(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 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:

Checkoff deductions under all properly executed authorizations for checkoff 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 who deductions have been made no later than the fifth (5th) day of the month following in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(c) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other actions 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 appropriate representation fee. When an employee is in a non-pay status for an entire 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 the Union representation fee. 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 any representation fee or any other deductions not in accordance with this provision.

ARTICLE 7. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards and Chapter Chairperson. The employees covered by this Agreement shall be represented by not more than three (3) stewards. The Employer shall be notified of the names of the stewards and alternate stewards and the Chapter Chairperson. If the Chapter Chairperson or the appropriate Steward wants time off during working hours to investigate and present grievances, they shall give advance notice to their supervisors and work out a mutually acceptable time which shall not be unreasonably withheld, and which shall be without loss of pay.

(b) Union Bargaining Committee. Employees covered by this Agreement shall be represented in negotiations by negotiating committee members. Bargaining by parties shall commence either during regular working hours or outside of regular working hours. Members of the bargaining committee shall be paid by the Employer for time spent in negotiations (maximum to be two members to be paid).

ARTICLE 8. RIGHTS OF THE EMPLOYER.

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions, and authority of management to manage the governmental operations of the County, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions with the Employer; further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase and decrease the number of employees retained; to adopt, modify, change, or alter its budget, to combine or reorganize any part or all of its operations; to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; and to determine the number of supervisors. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of United States. Except as specifically provided in this Agreement, the County hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws or any other national, state, county, district, or local law or regulations as they pertain to the County.

ARTICLE 9. 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 conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and the 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 10. 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 to the Employer, in writing within ten (10) 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. All time limits within this article may be extended upon mutual agreement, in writing, by both parties.

STEP 1. Any employee having a grievance shall present it to the Supervisor as follows.

(a) The employee will present his grievance to his immediate supervisor and the Director of Administration and Finance with a copy to his Steward. Upon receipt of the grievance, the Supervisor and the Director of Administration and Finance shall sign and date the Steward's copy of the grievance.

(b) The immediate Supervisor shall give his answer to the steward within three (3) working days of receipt of the grievance.

STEP 2. If the grievance has not been settled in Step 1, it shall be presented to the Delta County Director of Administration and Finance by the Chapter Chairperson within three (3) working days after receipt of the Supervisor's answer to Step 1. The Director of Administration and Finance shall answer within three (3) working days.

STEP 3. (a) If the Director of Administration and Finance's answer to Step 2 is not satisfactory and the Union wishes to carry the matter further, the Chapter Chairperson, within five (5) working days, shall request a meeting with the Employer. The Employer will meet with the Union within ten (10) working days from the date of said request and notify the Union of any decision made within ten (10) working days following such meeting.

(b) If after Step 3(a) Council #25 considers the dispute to be grievable, the Chapter shall file a demand for arbitration within thirty (30) working days 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 canceled. 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) If the Employer(s) does not respond to a grievance in a timely fashion, the grievance will be deemed granted. If the employee or the Union does not file a grievance or appeal to the next step of the process in a timely fashion, the grievance will be deemed denied.

ARTICLE 10(A). 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 with the Immediate Supervisor and Director of Administration and Finance 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.

(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 Step 2 of the grievance procedure. If Article 12 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of the discharge or suspension.

(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 finished the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the 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 of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a unit-wide basis.

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 Chairperson 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 days without notifying the Employer. Said working days must be two (2) completed scheduled shifts. In unusual circumstances, exceptions may be made by mutual agreement between the Union and the Employer. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition of any such case is not satisfactory, the matter shall be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In unusual circumstances, exceptions may be made by mutual agreement between the Union and the Employer.

(e) If the employee is not recalled from a layoff for a period equal to the employee's seniority or two (2) years whichever is less.

(f) 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 Chairperson and stewards shall head the seniority list of the Unit during their term of office solely for the purposes of layoff and recall and only if said Chapter Chairperson and stewards are full-time employees.

ARTICLE 17. LAYOFF.

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funding. In the event that a reduction in personnel occurs, the Employer agrees to lay off the least senior employee first and thereafter use the inverse order of seniority, provided that the remaining senior employees meet the minimum requirements and are capable of performing the required work. An employee who is laid off may, within three (3) calendar days of notification of layoff, exercise his

seniority by taking the job of the least senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications, etc. The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, and such bumped employee shall also have the right to elect to bump as above provided. Lateral or down bumping only will be allowed.

(b) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Employer.

(c) 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 representatives.

(d) Employees of the bargaining unit shall be allowed to bump across department lines in the event of a layoff. However, any such bumping shall not displace the Deputy Clerk, Deputy Register of Deeds, Deputy Treasurer, Prosecuting Attorney's designated legal secretary and the Assistant Zoning and Building Administrator.

(e) Any bumping that occurs as outlined in (a) through (d) above shall not result in the bumping of individuals at the Airport so that there is less than two certified full-time employees on the duty roster at any time. This would allow for a period of time to certify the individuals bumping in before any additional bumping could occur. Furthermore, in the case of multiple layoffs with several individuals being laid off meeting the minimum requirements and wishing to bump to the Airport, the most senior individual with more seniority than an individual at the Airport will bump first and be trained and certified before any additional bumping may occur. The additional individual and/or individuals meeting minimum requirements and seniority thresholds wishing to bump to the Airport but who are restricted by the above provisions shall be on layoff status until there are three certified full-time employees on the roster, one of which is less senior than them. Upon meeting this requirement, they may bump that individual and start the process as stated above with the above restrictions applying.

ARTICLE 18. RECALL.

When an employee is recalled, said recall shall be according to Unit 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 and a copy shall be sent to the Chapter Chairperson. If the employee fails to return to work within

fifteen (15) calendar days from the date of mailing of notice of recall, he shall be considered a "quit". In unusual circumstances, exceptions may be made by mutual agreement. Upon recall, an employee must be returned to his/her former classification.

However, notwithstanding any language to the contrary in the preceding paragraph, upon recall from a layoff, the given vacancy shall be posted and filled as a new vacancy according to Article 20. Further, any individual applying for the vacancy must meet the requirements of Article 20 with regard to filling a vacancy.

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.

ARTICLE 20. JOB POSTING 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, and such postings shall indicate whether or not testing will be required and the location of any such testing, if known. Employees interested shall apply, in writing, within the seven (7) working days' posting period. The Employer shall consider the applicant's experience, qualifications, work history and seniority in filling the vacancy, and, if these are equal, the qualified applicant with the greatest seniority shall be given the job. The Employer reserves the right to fill vacancies from outside sources, if there are no qualified applicants. The senior employee applying for the position who meets the minimum requirements shall be granted up to a ten (10) working day trial period to determine:

1. His ability to perform the job.

2. His desire to remain on the job.
3. Testing may be used to verify qualifications.

(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 Chairperson 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 Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the ten (10) working day trial period, the employee shall have the opportunity to revert back to his former classification, whether it be at the request of the employee or Employer. 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) Sections (a) through (d) above do not apply to the Airport regarding a trial period the employee meeting the minimum requirements will be awarded the job at the Airport and will not be allowed to return to his old position. He/she will be required to remain and perform satisfactorily until a new position opens up which he/she is qualified to apply for and if successful in the bidding process can then move to the new position.

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 without pay for periods of not to exceed one (1) year will be applied for, in writing, on an application form supplied by the Employer, by the employee to his Supervisor; such request shall contain the duration requested and such leave shall be granted, in writing, without loss of seniority for:

1. Illness leave, (physical or mental); and,
2. Prolonged illness in the immediate family.

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to one (1) additional year.

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 their seniority entitles them, provided they meet the minimum qualifications of the position.

(b) The following leaves may be granted, without pay, for periods up to one (1) year maximum:

1. Education leave;
2. Leaves for Union activities;
3. Short-term personal leaves, and,
4. Child care.

Employees shall retain seniority while on any leave of absence granted by the provisions of this section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them, provided they meet the minimum qualifications of the position.

(c) Management reserves the right to verify the claim of disability by a physician of the Employer's choice at the Employer's expense.

(d) Said employee shall be allowed to participate in the medical, life and dental insurances provided the premiums are paid by the employee in advance of the established due date of said premium.

(e) A child care leave of absence, without pay, may be granted for a period of up to one (1) year, for the purpose of

infant child care. This leave may be requested as an extension of leave time following expiration of the child birth leave. A further extension of child care leave or a second leave of absence may be granted at the discretion of the Department Head and Board. Such leave request shall not be unreasonably withheld.

(f) 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.

(g) Employees hired to replace employees on leaves of absence will be considered temporary employees and will not be subject to the rate of pay and terms and conditions of the contract nor will they accrue seniority. This section shall not supersede Article 26.

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.

(a) 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. If agreement cannot be reached within five (5) working days of the initial negotiations, the dispute shall be a proper subject for the grievance procedure.

(b) Claimed Realignment of Position. During the term of this Agreement, if an employee feels that his or her position has been changed by the Employer(s) to the extent that it constitutes a reclassification, the employee may make an application in writing for such change to his or her supervisor. The employee's supervisor will then analyze the situation. Either the employee, or both the employee and supervisor, can then forward a request for such reclassification to the Personnel Committee of the Employer. Such request shall also be filed by the employee with the Union. The Union shall state, in writing, to the Personnel Committee of the Board, whether or not it favors such reclassification. If all parties are in agreement that such reclassification is appropriate, then such reclassification shall be implemented. On the other hand, if either the Personnel Committee of the Board or the Union does

not feel that the reclassification is appropriate, then a special conference shall be held to discuss the proposed reclassification. The Personnel Committee of the Board may have the Director of Administration and Finance and an attorney present if they desire. The Union may have its business manager and an attorney present if it desires. The parties shall attempt to reach an amicable settlement on the request for reclassification. Such settlement may include an approval, rejection, or modification of the requested change. If either the Union or the Personnel Committee of the Board shall not agree to the proposed request, such party shall notify the other within fifteen (15) working days of the decision to reject the request. At such point, either party can seek mediation of the reclassification request. The parties will attempt to reach some agreement on the request through the offices of the mediator. However, neither party shall be obligated to agree on a solution unacceptable to it during or after mediation. Mediation shall be the final step in the reclassification request procedure.

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 requirement for such job and has successfully passed the pre-qualifying testing. Pre-qualifying testing for a desired position must be arranged by December 15 with the Administration Office. Testing will be scheduled with MESC for the nearest date in January depending on MESC scheduling. Pre-qualifying testing is mandatory to grant the temporary assignment for 10 or more consecutive working days. 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 six (6) consecutive working days.

ARTICLE 27. JURY DUTY.

An employee who reports for 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 Employer 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 recommendations 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.

It is understood by the parties that employees shall not be required to work if the temperature inside the building is below

sixty-five (65) degrees. Therefore, if the temperature remains below sixty-five degrees for a period of one hour and the furnace is not operative during that period, the employees sent home will be paid for the remaining part of their work day. The thermometer in the County Clerk's office is to be used as the official temperature indication guide (for Courthouse employees), and the County Clerk will bear the responsibility for carrying out this provision or in the Clerk's absence, the Clerk's Deputy. The thermometer in the MSU Director's office is to be used as the official temperature indicator guide (for Service Center employees) and the MSU Director will bear the responsibility for carrying out this provision or in the MSU Director's absence, the Assistant Director. The thermometer at the Animal Shelter office is to be used as the official temperature indicator guide (for the Animal Shelter employees) and the Sheriff will bear the responsibility for carrying out this provision or in the Sheriff's absence, the Deputy Sheriff. Since Airport employees are required to work the majority of their time under adverse conditions and as a rule do not work for any period of time in the terminal, this provision does not apply to the Airport. It being further understood, if employees are requested not to report to work, they shall be paid their regular salary for the scheduled hours they are told not to report that day. Any individuals required to work and not sent home at a location that falls under the above provisions and that is closed as a result of said conditions will be paid their regular time plus half time for the time worked during that buildings closure.

ARTICLE 29. EQUALIZATION OF OVERTIME HOURS.

Except in emergency situations, 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 quarterly in a prominent place in each department whenever overtime exceeds ten (10) hours per month.

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.

Overtime hours will be computed from January 1 through December 31 each year.

Although it is understood and agreed that at no time will overtime be equal at the Airport, the Employer agrees to utilize

scheduled overtime when possible to assure an equitable distribution of overtime in the Airport operation. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

ARTICLE 30. WORKER'S COMPENSATION (On-the-Job Injury).

(a) Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee being eligible for worker's compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the worker's compensation laws and his regular weekly income, until all accumulated sick leave is used.

(b) Whenever an employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted, all sick leave used will be paid back to the Employer by the employee not accruing any sick leave until all days for which worker's compensation has been paid are deducted. However, the employee may not use more sick days than he/she has accumulated.

ARTICLE 31. WORKING HOURS.

(a) The regular work week for courthouse employees, with the exception of courthouse custodians, is established at thirty-five (35) hours per week. The work day shall begin at eight o'clock (8:00) in the morning and end at four o'clock (4:00) in the afternoon. Department Heads may enter into a voluntary agreement with an employee and may thereafter, schedule that employees work day from nine o'clock (9:00) in the morning and ending at five o'clock (5:00) in the afternoon. This voluntary agreement is effective upon the employees written notification of their willingness to enter into this arrangement being given to their steward.

(b) Employees shall be allowed sixty (60) minutes for lunch. The current practice of lunch and break times for Airport employees will remain in effect for the term of this agreement.

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

(d) The work hours of Service Center employees, Courthouse Custodian, Animal Control employees and Zoning and Building Department employees shall be forty (40) hours per week, eight (8) hours per day as scheduled by the Employer. The current

practice of work hours and scheduling at the Airport shall remain in effect for the term of this Agreement. The employee will be notified of schedule changes within a reasonable amount of time.

(e) An employee on call out will receive time and one half where applicable for the actual hours worked or two hours straight time, whichever is greater.

(f) There will be established a regular part-time position at the Airport.

ARTICLE 32. SICK LEAVE.

(a) Employees shall accumulate one half (1/2) day of sick leave per pay period, not to exceed thirteen (13) days per year. Effective 1-29-94, the maximum accumulation of sick leave shall be 133 days. Effective 1-29-95, the maximum accumulation of sick leave shall be 146 days. Effective 1-29-96, the maximum accumulation of sick leave shall be 159 days. Effective 1-29-97, the maximum accumulation of sick leave shall be 172 days. Accumulated sick leave days shall be used for nonoccupational disabilities, except as set forth in Article 30. Employees shall receive one half all sick leave accumulated in the form of pay at their current hourly rate upon termination. Upon the death of any employee, one half of all sick leave accumulated shall be paid to the employee's estate at the last rate earned by the deceased. Sick leave will be deemed to be continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(b) A childbirth leave, with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, will be granted, for a normal period of up to six (6) weeks, or as otherwise certified by a physician. The employee requesting such leave shall file her request, in writing, five (5) months before the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.

(c) The Employer may at any time notify the employee and the Union in writing with an attached copy of the employee's sick leave record, that it suspects possible abuse of sick leave by an employee. The parties involved shall meet for the purpose of reviewing the alleged sick leave abuse. Before any action is taken against the employee, the Union will discuss the allegation privately with the employee. If the Employer considers the evidence available to be sufficient, the Employer may thereafter require a physician's certificate or other competent evidence certifying to such employee's inability to work due to illness. Whenever the Union suspects that the Employer was unreasonable and capricious in making such

determination, a special conference will be held, and if the matter is not resolved at such meeting it may be submitted directly to Step 2 of the Grievance Procedure. Before return from illness or injury of over one week or involving workers' compensation, the Employer may require a written medical verification of ability to return to work. Any additional charge with regard to such medical verification shall be borne by the Employer, if the employee has visited a doctor of the Employer's choice.

ARTICLE 33. FUNERAL LEAVE.

An employee shall be allowed three (3) consecutive working days with pay as funeral leave 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, step-brother, step-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, dependent on the distance from the funeral, to be deducted from sick leave. The Chapter Chairperson, or his representative, shall be allowed up to one (1) funeral leave day with pay, depending on the distance from the funeral, 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.

Where a normal work day consists of seven (7) hours per day and thirty-five (35) hours per week, an employee working between thirty-five (35) and forty (40) hours per week shall be given the option of taking compensatory time off with pay equal to the time worked over thirty-five (35) hours. Employees shall receive wages at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week. All employees covered by this Agreement, who perform work on a Sunday, shall be paid at the rate of time and one-half for those hours actually worked on said Sunday. All such overtime shall have prior approval of the Supervisor except in the case of an emergency. Overtime for an emergency must be reported by the employee within one (1) working day to their supervisor. During a layoff of employees in a classification, overtime hours over 40 hours per employee may be performed only during an emergency in that classification. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

ARTICLE 35. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	One-half Day New Year's Eve

In addition to the above, employees will also be eligible for two (2) floating holidays subject to the following conditions:

- (1) Floating holidays shall be used at the employee's discretion, however, only upon reasonable notice and with agreement of the Employer. Requests for floating holidays shall not be unreasonably withheld by the Employer.
- (2) Floating holidays will not be used as an adjunct to vacation leave.

(b) Employees will be paid their current rate based on their regular scheduled work day for said holidays. Employees working on a legally established holiday as established in this Agreement will be paid for hours worked at double time (2x) their regular rate, plus straight time pay for the holiday, based on their regularly scheduled work day. For continuous service employees (seven day operation), not working on the holiday a day off will be scheduled by mutual agreement with the Employer or failing to mutually agree the Employer shall provide an extra days pay in lieu of the holiday.

(c) Should a holiday fall on a Sunday, Monday shall be considered as the holiday. If a holiday falls on Saturday, the Employer will either schedule the preceding Friday off with pay, or the Employer shall provide an extra day's pay in lieu of the holiday.

(d) Whenever consecutive holidays occur on a weekend or any part of the weekend, Friday and Monday shall be considered the official holidays.

(e) For continuous services employees (seven-day operation) holiday pay shall be earned on the date of the actual holiday.

ARTICLE 36. PERSONAL LEAVE DAYS.

(a) Personal leave time is provided to care for personal activities. Personal leave time is available to all permanent full-time and regular part-time employees who have completed one year of service and have accumulated sick leave. The Employer will make available a total of three (3) days to be used for personal leave in each anniversary year. The anniversary year shall be defined as that date on which an employee has been employed continuously for one year.

Should the employee make use of more than one (1) personal leave day, any additional days shall be deducted from the employee's accumulated sick leave bank. The first personal leave day taken is granted by the Employer, not to be charged against sick leave, and shall not be accumulative from anniversary date to anniversary date. The employee will forfeit said day if the employee fails to utilize the benefit.

(b) Personal leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the Employer. Request for personal leave days shall not be unreasonably withheld by the Employer.

(c) Personal leave cannot be used as an adjunct to annual leave or holiday leave.

ARTICLE 37. LONGEVITY PAY.

In addition to the wages for all employees under the terms of this Agreement as stated herein, each employee shall be paid longevity as follows:

Effective 1/29/94 through 1/28/98

<u>Service Years</u>	<u>Amount</u>
Three Years	\$150.00
Four Years	250.00
Five Years	250.00
Six Years	250.00
Seven Years	300.00
Eight Years	300.00
Nine Years	300.00
Ten - Fourteen Years	400.00
Fifteen - Twenty Years	500.00

Said longevity pay shall be effective and paid the first pay period following entitlement based up the employee's individual anniversary date of employment. *on*

ARTICLE 38. VACATION ELIGIBILITY.

The employees anniversary date shall be used to compute vacation benefits. 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	15 days
After six (6) years	16 days
After seven (7) years	17 days
After eight (8) years	18 days
After nine (9) years	19 days
After ten (10) years	20 days
After eleven (11) years	21 days
After twelve (12) years	22 days
After thirteen (13) years	23 days
After fourteen (14) years	24 days
After fifteen years (15) years	25 days

ARTICLE 39. VACATION PERIOD.

(a) Vacations will be granted at such times during the year suitable to the employee and the 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 between anniversary dates. Vacation days may not be carried from one anniversary period to another without written approval by the Employer.

(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.

(e) It shall be the responsibility of the employee to submit requests for vacation time far enough in advance so that they may be scheduled by the Supervisor without disruption of the department work schedule. Failure to do so may result in loss of vacation time.

(f) Sections (b) and (c) - Do not apply to Airport employees. Airport Employees will follow the following:

Only one employee will be on vacation from the Airport at a time. At the beginning of a new calendar year, the employee with the greatest seniority will be allowed to select a vacation date using all or any part of his/her vacation time. This will continue by seniority until all employees have made their first choice. Then in the same manner employees will have the opportunity to make their second, third, etc. choices.

An employee transferring to the Airport after the initial leave selections have been made must schedule vacation around employees that have vacations previously scheduled irregardless of seniority. If a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended by one (1) day continuous with the vacation or the employee may elect to receive payment at his/her regular wage rate for the holiday. This decision must be made prior to the start of the vacation.

Airport employees may be paid at their regular wage rate for any unused vacation time at the end of their accrual year provided they have used a minimum of the (10) days vacation during that year.

ARTICLE 40. PAY ADVANCE.

(a) If a regular payday 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 retires, 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 pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 41. HOSPITALIZATION AND MEDICAL COVERAGE.

(a) The Employer agrees to pay the premium for hospitalization medical coverage for the employee and his family as outlined in Appendix D. This coverage shall be applied to all full-time employees covered by the terms of this Agreement. The Employer reserves the right to accept bids from other carriers. The Employer agrees, if another carrier is selected, to provide equal or better coverage in comparison to what is currently enjoyed. The Employer will notify the Union prior to a change in carriers for hospitalization and medical coverage.

(b) The Employer agrees to pay the premium for hospitalization medical coverage as outlined in Appendix D 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 worker's compensation, the Employer agrees to pay the premium for said hospitalization for a period not to exceed six (6) months.

(c) The Employer agrees to pay coverage as outlined in Appendix D for Blue Cross Blue Shield of Michigan Health Insurance Plan.

(d) The Employer agrees to provide payment to the insurance carrier as outlined in Appendix D for the Blue Cross Blue Shield dental care program during the term of this contract.

(e) The Employer will grant the employees, who maintain adequate medical coverage for themselves, spouses, and dependents, the option of payment in lieu of health insurance premium as outlined in Appendix E.

(f) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may, at retirement age, have the privilege of continuing the Group Insurance Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the Group Medical Policy. The employee must pay the group premium rate in effect, in advance, for said coverage and only until such time as the employee and/or his or her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other government medical benefits. Retired employees covered by Medicare may carry at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the employee at a rate established in accordance with the policy terms.

The above privilege will be extended for those employees, who at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(g) Employees who retire from the Employer in accordance with the provisions of the Employer's retirement system may, at retirement age, continue the Employer's Group Policy for life insurance, if the employee pays the group premium in effect, in advance, for said coverage until age seventy (70). The above privilege will be extended for those employees who, at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

ARTICLE 42. LIFE INSURANCE COVERAGE.

The Employer agrees to pay the full premium of a term insurance plan for each employee, face value of \$10,000.00 while employed.

ARTICLE 43. 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 44. UNEMPLOYMENT COMPENSATION.

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

ARTICLE 45. CONTRACTING AND SUBCONTRACTING OF WORK.

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or subcontracting would reduce the work force or circumvent Article 20 of this Agreement, provided current employees are capable of doing the work.

ARTICLE 46. 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 its reasons for such consolidation or elimination of jobs.

ARTICLE 47. BENEFITS REGULAR PART-TIME EMPLOYEES.

(a) A regular part-time employee shall receive fringe benefits prorated according to the hours worked. Regular part time Maintenance, Animal Control and Airport employees will be prorated based on a 40 hour work week being considered full time. Other regular part time positions will be based on 35 hours being considered full time. (Current regular part time positions in existence 1/28/94 are grandfathered and will be under the previous contracts past practice.)

ARTICLE 48. MILEAGE ALLOWANCE.

Employees who, as a condition of employment must use their personal vehicles in their work, will be reimbursed at the rate per mile as set by the County Board for all other employees and elected officials of Delta County.

ARTICLE 49. 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 50. WAIVER CLAUSE.

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will hence forward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 51. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment, or transfer be effected voluntarily or by 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 52. MISCELLANEOUS.

The supervisor of the Airport will not operate the snow removal equipment, grass cutters or sweeper broom except under the following conditions:

1. Experimental work;

2. Demonstration work; and
3. Work to be done in an emergency as when Union employees are not available.

All other co-employers, i.e. the County Clerk, County Register of Deeds, County Treasurer, Prosecuting Attorney and Director of Maintenance and Custodians, may perform any work within their departments in the event of an emergency or unavailability of bargaining unit employees to do that work.

ARTICLE 53. APPENDIXES.

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

- Appendix A - Pension
- Appendix B - Classification
- Appendix B1- Grade and Wage Rates
- Appendix C - Shift Premium
- Appendix D - Health, Dental and Life Ins. Premiums
- Appendix E - Payment in Lieu of Health Insurance

ARTICLE 54. NO STRIKE OR LOCKOUT.

The Union will not authorize, direct, or participate in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind. The Employer shall not lock out employees during the term of this Agreement.

ARTICLE 55. TERMINATION AND MODIFICATION.

This Agreement will be effective as of January 29, 1994, and expire at the end of January 28, 1998.

(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 Council #25, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, addressed to Delta County Board of Commissioners, 310 Ludington Street, Escanaba, MI 49829; 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 be executed on the day and year first above written.

FOR THE UNION:

Sandra Hagenius

Catherine A. Lawrence

Jane Ventura

FOR THE EMPLOYER:

Douglas R. Brown

APPENDIX A

PENSIONS

The pension provisions for employees covered by this Agreement shall be the B-2 benefit plan with the E-2 benefit program of the Michigan Retirement System effective upon Agreement.

On 1/29/97 the pension provisions will be increased to the F55(20) benefit plan of the Michigan Retirement System.

The employees portion of the pension contribution shall be paid on their behalf by the County of Delta.

APPENDIX B
CLASSIFICATIONS

Grade 12	None
Grade 11	None
Grade 10	Account Clerk/Payroll
Grade 9	Appraiser
Grade 8	Deputy Register of Deeds Deputy County Clerk- Deputy County Treasurer Legal Secretary - Prosecutor's Office Office Manager - MSU Extension Service Assistant Building & Zoning Administrator
Grade 7	Maintenance Custodian Airport Maintenance Personnel Animal Control Officer
Grade 6	Interdepartmental Employee Clerk - Equalization Clerk - Elections 4-H Assistant
Grade 5	Housekeeper - Courthouse Housekeeper - Service Center
Grade 4	None
Grade 3	None
Grade 2	None
Grade 1	None

When an employee transfers to another position, the employee will receive the pay within the new position level that is the next highest step above his/her current salary.

APPENDIX B - 1

GRADES AND WAGE RATES

EFFECTIVE 1/29/94

GRADE	BASE	6 MO.	1 YEAR
12	11.83	12.01	12.64
11	11.27	11.43	12.06
10	10.69	10.88	11.50
9	10.14	10.30	10.93
8	9.56	9.74	10.35
7	8.99	9.17	9.80
6	8.41	8.60	9.22
5	7.85	8.03	8.87
4	7.28	7.47	8.31
3	6.71	6.90	7.52
2	6.14	6.32	6.95
1	5.57	5.76	6.39

GRADES AND WAGE RATES

EFFECTIVE 1/29/95

GRADE	BASE	6 MO.	1 YEAR
12	12.24	12.43	13.08
11	11.66	11.83	12.48
10	11.06	11.26	11.90
9	10.49	10.66	11.31
8	9.89	10.08	10.71
7	9.30	9.49	10.14
6	8.70	8.90	9.54
5	8.12	8.31	9.18
4	7.53	7.73	8.60
3	6.94	7.14	7.78
2	6.35	6.54	7.19
1	5.76	5.96	6.61

GRADES AND WAGE RATES

EFFECTIVE 1/29/96

GRADE	BASE	6 MO.	1 YEAR
12	12.59	12.78	13.43
11	12.01	12.18	12.83
10	11.41	11.61	12.25
9	10.84	11.01	11.66
8	10.24	10.43	11.06
7	9.65	9.84	10.49
6	9.05	9.25	9.89
5	8.47	8.66	9.53
4	7.88	8.08	8.95
3	7.29	7.49	8.13
2	6.70	6.89	7.54
1	6.11	6.31	6.96

GRADES AND WAGE RATES

EFFECTIVE 1/29/97

GRADE	BASE	6 MO.	1 YEAR
12	12.84	13.04	13.70
11	12.25	12.42	13.09
10	11.64	11.84	12.50
9	11.06	11.23	11.89
8	10.44	10.64	11.28
7	9.84	10.04	10.70
6	9.23	9.44	10.09
5	8.64	8.83	9.72
4	8.04	8.24	9.13
3	7.44	7.64	8.29
2	6.83	7.03	7.69
1	6.23	6.44	7.10

APPENDIX C

SHIFT PREMIUM

Any employee working a regularly scheduled 2nd or 3rd shift will receive a shift premium of (\$.25) cents per hour for hours worked.

APPENDIX D

HEALTH, DENTAL AND LIFE INSURANCE PREMIUM

The base health, dental and life insurance figure to be paid to the insurance carrier by the County for each employee is an amount up to the following:

Single	\$176.41
Two Person	\$371.35
Family	\$402.82
Fam. Cont.	\$ 82.25

The first year of the contract starting January 29, 1994, the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

The second year of the contract starting January 29, 1995 the above base will be increased by 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

The third year of the contract starting January 29, 1996 will be the second year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the second year base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

The fourth year of the contract starting January 29, 1997, will be the third year base figure plus 10% and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the second year base plus the 10% increase, the additional amount will be split on a 50/50 basis, that is 50 percent of the additional premium will be paid by the employee and 50 percent of the additional premium will be paid by the Employer.

APPENDIX E

PAYMENT IN LIEU OF HEALTH INSURANCE

The Employer and Union agree that employees who currently receive payment in lieu of health insurance are grandfathered in and will have their payment in lieu of insurance premium frozen at the following rates:

Single - \$102.68
Family - \$231.92

New employees and present employees who have insurance coverage and wishing to receive the payment in lieu of health insurance payments will be capped at the following rates:

Single - \$ 75.00
Family - \$150.00

LETTER AGREEMENT

Supplementary to AGREEMENT Between
THE DELTA COUNTY BOARD OF COMMISSIONERS
and
THE EMPLOYEES OF DELTA COUNTY COURTHOUSE
CHAPTER OF LOCAL #2755
AFFILIATED WITH COUNCIL #25, AFL-CIO

The County Treasurer and County Clerk and Register of Deeds are Co-Employers as to their respective deputies, and the Prosecuting Attorney is Co-Employer as to his designated legal secretary. If Court decisions or other applicable decisions are reached to the contrary, the parties agree to abide by such decisions. If any new significant problems are raised due to such Court or other decision, the parties agree to meet and negotiate regarding such problems and attempt to resolve them.

Dated: 1/19, 1994

Dated: 1/19, 1994

Dated: 1-19-, 1994

Dated: 1/19, 1994

Dated: 1/19, 1994

FOR THE UNION:

Catherine A. Lawe
Zane C. Vinton

FOR THE EMPLOYER:
COUNTY OF DELTA

By: Douglas R. Borini
Its Chairperson

COUNTY CLERK and
REGISTER OF DEEDS

By: Wallace C. Thomas

COUNTY TREASURER

By: Annice Buckland

COUNTY PROSECUTING ATTORNEY

By: Thomas R. Smithson

LETTER OF AGREEMENT

BETWEEN

THE DELTA COUNTY BOARD OF COMMISSIONERS

AND

AFSCME LOCAL 2755

DELTA COUNTY COURTHOUSE EMPLOYEES CHAPTER

The above cited parties enter into this agreement for the purpose of amending certain portions of the current collective bargaining agreement effective January 29, 1994, expiring January 28, 1998.

The parties agree that non-airport employees working the 11:00 p.m. thru 7:00 a.m. shift may request that said shift schedule will commence on Sunday at 11:00 p.m. and end Friday 7:00 a.m. Upon approval of the Employer, the parties agree to waive the overtime provision of time and one-half for the 1 hour period each Sunday 11:00 p.m. until 12:00 a.m. as provided by Article 34.

FOR THE UNION

FOR DELTA COUNTY

Catherine A. Howe

Thomas J. Boyne

Zane C. Vinton Council 25

DATED

9-9-94

DATED

9/9/94

Grievance Settlement
A-26065-2755-95

It has been agreed by the parties to resolve the above referenced grievance in the following manner:

1. That the Employer will pay a 25 cents shift premium to all employees that work a regularly scheduled second or third shift in the housekeeper classification for all paid hours of work, i.e. holidays, vacation, sick leave, etc.
2. The Employer agrees to reimburse any housekeeper who, as a result of the Employers action, resulted in the loss of the 25 cent shift premium be paid to them retroactive back to the date the Employer first took that action.
3. The Union agrees to withdraw the grievance with prejudice and without precedent.
4. That the parties agree that no other classification was considered in this decision and that, if a problem develops as a result, they will make the attempt to resolve their dispute, provided that the employee has been placed on a permanent second or third shift. The parties understand that the current scheduling procedures at the Airport do not comply with this agreement.
5. The parties understand that they may, at their option, modify this practice at the next round of negotiations and reserve the right to bring forward any proposals as a result.

FOR THE EMPLOYER:

Thomas J. Boyce

FOR THE UNION:

Catherine A. Lewis

Royce Amos

William Collins

Lillian Henderson

Ceranda Reidden