

10/31/90

**CIRCUIT COURT EMPLOYEES' ASSOCIATION  
AGREEMENT**

**November 1, 1987 - October 31, 1990**

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*Justice-Fifth Judicial  
Circuit Court*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

1986-1990

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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, between the Thirty-Fifth (35th) Judicial Circuit Court, hereinafter referred to as the "Court" and the Thirty-Fifth Judicial Circuit Court Employees' Association, hereinafter referred to as the "Association", express all mutually agreed upon covenants between the parties hereto.

THIS AGREEMENT entered into by the Court and the Association has as its purpose the promotion of harmonious relations between the Court and the Association, the establishment of rates of pay, hours of employment, and other conditions of employment. The parties hereto ascribe to the principle of equal opportunity and shall share equally the responsibilities for application of the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political affiliation, or physical handicap, except in cases where specific age, sex, education or physical and mental requirements constitute a bonafide occupational qualification.

The Court and the Association encourage friendly and cooperative relations between the representatives of the respective parties at all levels and among all employees. The headings used in this Agreement neither add to nor detract from the meaning or intent of said Agreement, but are for reference purposes only.

## **ARTICLE 1**

### **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of 379 PA 1965, as amended, the Court does hereby recognize the Association as sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment for the term of the Agreement for all employees of the Court in the Association, as recognized by the Michigan Department of Labor. All employees who fall within the job classifications set forth in this Agreement shall be considered members of the Association for purposes of this Agreement.

## **ARTICLE 2**

### **PURPOSE**

The purpose of this Agreement is to delineate and set forth the rights, duties, work schedules, salaries and other specified conditions of employment of the members of the Association as set forth by law and this Agreement. The provisions of this Agreement shall apply only to those employees of the Court represented by the Association and employed by the Court on or after the date of ratification of this Agreement.

## **ARTICLE 3**

### **APPEAL PROCEDURE**

This appeal procedure shall act as a method for the hearing of grievances concerning employment with the Court,

with the exception of disciplinary appeals for probationary employees.

Grievances shall be limited to matters of interpretation or application of express provisions of this Agreement. When writing a grievance, the articles believed to be in violation are to be named.

Any employee who has a grievance shall have the right to representation by an Association Representative throughout the appeal procedure.

The Association Representative will be appointed by a majority vote of the Association members.

The Association Representative shall ask for and be allowed time off from his/her job without loss of time or pay, not to exceed four (4) hours per month, to investigate grievances he/she is to discuss with the employees. The department head or designee will grant him/her permission within reason to leave his/her work for this purpose. Any additional time needed will be granted without pay.

#### Step 1

Any employee who has a grievance should first discuss this concern with their immediate supervisor, with an Association Representative present, if desired by the employee, within five (5) working days of said grievance.

#### Step 2

If the matter is not resolved after Step 1, the employee shall reduce the grievance to writing within five

(5) working days and present it to the immediate supervisor. A reply shall be presented to the employee within five (5) working days from the date he/she submitted the grievance in writing.

**Step 3**

If the matter is not resolved after Step 2, the employee shall reduce the grievance to writing within five (5) working days and present it to the presiding Circuit Court Judge, or to the Circuit Court Administrator if delegated by said Circuit Court Judge. The employee shall receive a reply within seven (7) working days from the date he/she submitted the grievance in writing.

**Step 4**

If the matter is not resolved after Step 3, the employee may choose to use any recourse permitted by law to resolve the problem.

**ARTICLE 4**

**DISCIPLINE & DISCHARGE**

The Court shall not discipline or discharge an employee subject to this Agreement except for just cause. "Just Cause", for purposes of this Agreement, shall include the failure or refusal of an employee to perform his/her employment functions or maintain office operational standards as set forth in the rules and regulations established by the Court for the individual departments. Disciplinary action taken by the Court shall be progressive in nature and will be dependent upon the nature, frequency, and seriousness of the offense or infraction. Incidents of gross misconduct, including

fraud or theft, and as determined by the Circuit Court Judge, are not subject to progressive disciplinary procedure and may result in the immediate discharge of the offending employee. Other disciplinary action shall include verbal warnings, written reprimands, and suspension without pay.

This Court agrees to promptly notify the senior officer of the Association, in writing, of the suspension and/or discharge of any employee subject to this Agreement. The allegations and specifications resulting in any disciplinary action shall be reduced to writing by the supervisor invoking such action and copies furnished to the employee subject to the disciplinary action. If the disciplined employee considers his/her disciplinary action improper or unjustified, said employee shall be given an opportunity to state his/her position and offer any evidence available to the department head. If the employee is not satisfied with the decision of the department head, said employee may submit, in writing, his/her position and evidence to the Circuit Court Judge for review.

No employee shall absent himself from work unless approved by the Court. In the event of illness, the absent employee shall promptly notify a member of the supervisory staff of the department that employee is employed by. Any unexplained or unsatisfactorily explained absence may result in disciplinary action being

taken against the absent employee. Three (3) consecutive days of unexplained or unsatisfactorily explained absence may, in the sole discretion of the Court, result in the immediate termination of the employment of the absent employee.

## ARTICLE 5

### VACANCY OR NEW POSITION

The Court shall notify employees of a vacancy or a newly created position either by memo to each employee or by posting a written notice of the vacancy or newly created position within the Friend of the Court office in a conspicuous place. Any interested employee shall be entitled to submit a written application for said position. In filling the vacancy, the Court shall consider those employees who applied for the position, as well as applicants not then employed by the Court, giving due consideration to the employee's length of employment, professional background, and other relevant factors.

All new employees shall be considered probationary employees for a period of six (6) months from the date of their employment. A current employee who accepts a position other than the one previously held, shall serve a probationary period of six (6) months at such new position. This probation period may be extended or shortened by mutual agreement of the Court and the employee affected.



## ARTICLE 6

### LAYOFF

The Court may only lay off employees subject to this Agreement due to a decrease or lack of work, loss of operating funds, or in unforeseen, exceptional circumstances. In such an event, the Court shall notify the affected employee, in writing, at least fourteen (14) days prior to the effective date of the layoff. Such layoffs shall be determined on the basis of the employee's experience, training, and seniority provided, however, that in the event that all other factors are equal, seniority shall be the determining factor.

When the work force is to be increased after a layoff, laid off employees shall be recalled in reverse order of the layoff provided, however, that the laid off employee next to be recalled is qualified to fulfill the duties of the available position. Notice of recall shall be sent, in writing, by certified mail to the employee's last address, as indicated in that employee's personnel file.

## ARTICLE 7

### HOURS OF WORK

The standard work period shall be eighty (80) hours per bi-weekly pay period, consisting of ten (10) eight hour days, exclusive of a one hour unpaid lunch period. Each employee shall be allowed two (2) paid, fifteen (15) minute coffee breaks, one in the first half of the work

day, and one in the second half of the work day. Lunch period and coffee breaks shall be taken at times scheduled by the court to allow for the continuous and effective operation of the office/department.

An employee may be required to work overtime. Overtime is defined as work beyond forty (40) hours in a work week which is authorized in advance by the employee's supervisor. Overtime shall be paid at the rate of time-and-one-half for hours worked over forty (40).

Compensatory time off in lieu of overtime pay may be scheduled and exercised with the prior approval of the Court.

If use of accrued compensatory time by a particular employee is not feasible due to the needs of the office, the Court may, in its sole discretion, approve payment of the compensatory time at the employee's hourly rate of pay.

There will be no regular work week for part-time employees whose work week shall be scheduled in the sole discretion of the Court in standard eight (8) hour work days.

## **ARTICLE 8**

### **HOLIDAYS**

The following days shall be designated and observed as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday Afternoon  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas Day  
Christmas Day  
Day before New Year's Day  
All State and National General  
Election Days (excluding primary  
elections)

In the event that one of the above listed holidays should fall upon a Saturday, the immediately preceding day (Friday) will be recognized as the holiday. In the event that one of the above listed holidays should fall upon a Sunday, the immediately succeeding day (Monday) will be recognized as the holiday.

Full-time employees shall be paid their current rate of pay based upon their regular scheduled workday for the above listed holidays, only if said holiday is observed upon a regularly scheduled workday for that particular employee provided, however, that any employee must not be on a layoff or suspension and must work his/her scheduled hours on both the last regularly scheduled workday before the holiday and the first regularly scheduled workday

after the holiday, in order to be entitled to holiday pay.

In the event that an employee is ill, the regularly scheduled workday immediately before or after a holiday, the Court may, in its discretion, require a physician's certificate verifying that said employee was, in fact, ill on said scheduled workday.

**ARTICLE 9**

**VACATION**

Each regular full-time employee paid upon an annual basis shall receive annual paid vacation leave, subject to the following:

- A. An employee's eligibility for vacation leave shall be based upon that employee's anniversary date of employment with the Court, or with the County of Shiawassee if employment with the Court and the County of Shiawassee was continuous.
- B. No employee shall be entitled to vacation leave until he/she has been employed, as set forth in the preceding section, for a period of six (6) months.
- C. Annual vacation leave, based upon the employee's anniversary date of employment, shall accrue at the following rates:  
After six months to one year.....5 work days  
After one year to five years.....11 work days  
After six years.....12 work days

After seven years	13 work days
After eight years	14 work days
After nine years	15 work days
After ten years	16 work days
After eleven years	17 work days
After twelve years	18 work days
After thirteen years	19 work days
After fourteen years	20 work days
After fifteen years	21 work days
After sixteen years	22 work days
After seventeen years	23 work days
After eighteen years	24 work days
After nineteen years	25 work days

- D. Regularly employed employees working less than the standard work period, but more than fifty per cent (50%) of the standard work period shall be allowed vacation time proportional to the amount of time regularly worked.
- E. Employees shall be paid during vacation leave on the basis of the normal work week and job or class of work for which said employee is regularly employed and at the rate of pay prevailing at the time the vacation leave is taken.

- F. In the event employment is terminated either by action of the Court or the employee with two (2) week written notice of intent to terminate employment, said employee shall be compensated for his/her unused accrued vacation leave at the rate of pay for that employee at the time of termination provided, however, that if employment is terminated for disciplinary reasons as set forth in Article 4 hereof, unused vacation leave shall be forfeited.
- G. Vacation leave time shall be neither cumulative nor reimburseable; except that if staffing needs of the Court necessitate an employee to forego previously scheduled use of vacation leave, the Court may, in its sole discretion, authorize reimbursement of the unused vacation leave in the form of monetary payment or compensatory time.
- H. Vacation leave schedules shall be developed by the Court based upon:
1. The requests of individual employees.
  2. The time each request is made. (Early requests will be given preference).
  3. Staffing requirements for the efficient operation of the Court.
- I. Holidays, as set forth in Article 8 hereof, shall not be deducted from an employee's vacation leave when said holidays are observed

during a period of authorized vacation leave.

- J. If an employee has reason to use funeral leave during a vacation leave and such reason is documented to the satisfaction of the Court, such time may be considered as funeral leave instead of vacation leave and shall not be deducted from the employee's vacation leave.
- K. If an employee becomes ill and is under the care of a duly licensed physician or specialist during a scheduled vacation leave and the employee meets the eligibility criteria for sick leave as set forth in Article 13 hereof, that portion of vacation leave shall be treated as sick leave and the remainder of the vacation leave shall be rescheduled in accordance with subsection H above.

## ARTICLE 10

### PERSONAL LEAVE DAYS

Each full-time employee paid upon an annual leave basis shall be granted personal leave with pay, subject to the following:

- A. Employees with at least six (6) months continuous service/seniority by December 31st of any calendar year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.

- B. Employees with less than twelve (12) months\* continuous service/seniority during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) days within any calendar year until he/she has passed the first anniversary date.
- C. Personal leave days shall be neither cumulative nor reimburseable upon termination.
- D. Personal leave days shall be scheduled at least twenty-four (24) hours in advance and approved by the Court, considering the requests of the employee and the staffing needs of the Court.

#### ARTICLE 11

##### LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after one (1) year of employment with the Court and/or Shiawassee County. Unpaid leaves of absence shall be granted in the sole discretion of the Court upon written application by the requesting employee, setting forth the reason for the leave of absence and the amount of leave-time requested. Any employee who falsifies the reason for a leave of absence may be subject to disciplinary action. Such leaves of absence may include but are not limited to:

1. Serving in any elected or appointed position - up to two (2) calendar years.



2. Child Care - up to six (6) months.

3. Personal illness (physical or mental) - up to six (6) months.

4. Prolonged illness in the immediate family - up to six (6) months.

5. Educational leave.

Employees on leaves of absence shall retain their seniority as previously accrued prior to said leave of absence, but shall not accrue seniority or any benefits under this agreement, such as holiday pay, during unpaid leaves of absence, except the Court shall continue to provide life insurance and hospitalization benefits during the first thirty (30) days of a personal leave of absence.

After said thirty (30) day period, the employee shall make arrangements with the Court for continuation and payment of such benefits, if the employee so chooses.

Employees shall be returned to the same position they held at the date the leave of absence began or a position of a similar nature of the same pay grade level as the employee's previous position.

## **ARTICLE 12**

### **JURY DUTY**

An employee called for jury duty will be paid the difference between his pay for jury duty and his regular pay for working for each one-half ( $\frac{1}{2}$ ) day of jury duty actually served.

## ARTICLE 13

### SICK LEAVE

Each regular employee shall be entitled to nine (9) non-cumulative sick leave days for use in the event of illness of the employee. Five (5) of the nine (9) sick days shall be placed in a "bank", which shall be administered by the employees who are members of such "sick day bank".

Each employee shall use the four (4) "personal" sick days (i.e. those not dedicated to the bank) prior to requesting any sick leave time from the bank. Employees requesting compensation for use of personal sick days shall make request for the same to the Court. The Court may require a suitable medical certificate from the employee making a request for paid sick leave using "personal" sick leave days.

Employees requiring sick leave days in addition to their "personal" sick days shall make application to the governing body of the "sick bank". Such sick leave days will be compensated only with the approval of the "bank" until the total sick leave days in the bank are exhausted.

In the event that the sick leave bank is totally exhausted, the "bank" shall be supplemented by the County with additional days to be used by the Court employees for the remainder of the calendar year. Such supplemental days shall not be taken from the employee's vacation days, personal leave days, paid holidays, personal sick days, or regularly scheduled work days.

A long term disability insurance coverage shall be effective after ninety (90) continuous calendar days of disability through and including the employee's sixty-fifth (65) birthday or return to work, whichever occurs first. The long term disability insurance coverage shall provide for sixty (60) per cent of the employee's regular gross earnings.

At the end of any calendar year, each employee who has any unused personal sick leave days shall be reimbursed for fifty (50) per cent of such unused personal sick leave days at the employee's regular rate of pay as of the close of the calendar year in which such personal sick leave days accrued.

No employee shall be entitled to sick leave benefits until that employee has been employed by the Court and/or Shiawassee County for a period of ninety (90) continuous calendar days since date of last hire.

The sick leave bank shall consist of all employees covered by this Agreement. The sick leave bank shall consist of two (2) representatives [one from the Friend of the Court office and one from the Circuit Court staff] elected by the employees. The sick leave board shall prepare guidelines for the implementation of the sick leave bank and shall give notification of such guidelines to all employees covered thereby.

## ARTICLE 14

### FUNERAL LEAVE

An employee shall be allowed up to five (5) working days with pay as funeral leave, not to be deducted from sick leave, for a death in the immediate family. For purposes of this section, immediate family shall be defined as follows: current spouse, child, step-child, grandchild, parent, step-parent, grandparent, brother, sister, and current spouse's parents. An employee selected to be a pallbearer for a funeral shall be allowed one (1) working day with pay, not to be deducted from sick leave. An employee may be allowed one (1) working day with pay as funeral leave for a death of someone other than immediate family, at the sole discretion of the Court.

## ARTICLE 15

### LONGEVITY

Each full-time employee employed by the Court prior to November 19, 1984 shall be entitled to and receive longevity payments, to be based upon the following schedule:

1. Employees who have completed four (4) years service with the Court and/or Shiawassee County....\$240.00
2. Employees who have completed eight (8) years service with the Court and/or Shiawassee County....\$360.00
3. Employees who have completed twelve (12) years service with the Court and/or Shiawassee County....\$480.00

4. Employees who have completed sixteen (16) years service with the Court and/or Shiawassee County....\$600.00

Part-time employees shall also be entitled to longevity payment which are to be made on a pro-rated basis for the percentage of the standard work period regularly worked by that employee on the employee's employment anniversary date.

Longevity payments shall be made upon completion of the employee's anniversary year in addition to the employee's regular salary and in addition to any salary increase.

Leaves of absence in excess of ninety (90) calendar days shall be deducted from employment time credited for purposes of longevity and seniority benefits.

#### ARTICLE 16

##### MILEAGE

Effective upon execution of this Agreement, mileage reimbursement shall be at the rate for "cents per mile" established by the Board of Commissioners, that currently being eighteen (18) cents per mile for attendance to and from seminars, conventions, job-related training and at the rate of twenty-one (21) cents per mile for conducting County business, and shall be paid to those employees required to use their own vehicles while engaged in the performance of their employment with the Court.

In the event that Shiawassee County improves mileage reimbursement or establishes a new benefit which would

improve reimbursement for employment-related travel and applies said improvements to any County employee or group of employees, such improved benefits shall be extended to all employees subject to this Agreement, effective the same date said improvements accrued to such other employees.

## **ARTICLE 17**

### **PROFESSIONAL TRAINING**

In the event that additional training for any employee is either required by state law or by the Court, or deemed advisable by the Court, costs of such training shall be reimbursed to said employee by the Court provided, however, that the Court and the individual employee may agree in advance to partial reimbursement in appropriate circumstances.

## **ARTICLE 18**

### **INSURANCE**

#### **A. Health & Hospitalization**

Each employee, regularly working fifty (50) per cent or more of the standard work period as set forth in this Agreement, shall be provided full family medical insurance coverage, the plan to be Blue Cross/Blue Shield, MVF-1, Comprehensive Hospital Care, semi-private room, 65 Group Benefits Certificate, D-45NM, FSA, SD, PD-EL, COB, FC, GCP-D, and \$3.00 co-pay prescription drug rider. The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above stated insurance coverage.

The Association recognizes that the County also offers comparable alternate Health Insurance Plans.

No employee shall be eligible for double health insurance coverage where their spouse also works for the County or any of its departments. Under such circumstances, there shall only be one health insurance coverage for the employee and their spouse must make an election as to who will be the primary insured. If the employee's spouse is covered under a collective bargaining contract that does not permit the above, then the employee covered by this contract cannot be the primary insured.

All employees who are eligible for health insurance under their spouses (employed within or outside of the County) shall have the option of withdrawing from the above coverage and receiving in lieu thereof \$700 annually on a pro rata basis. Said amount shall be payable at the end of the year and is pro rated if a participating employee should terminate prior to completing one year.

**B. Dental**

Each employee, regularly working fifty (50) per cent or more of the standard work period as set forth in this Agreement, shall be provided coverage under Delta Dental Insurance, Plan D (commonly known as 50/50 for Class I and II benefits). The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above stated coverage.

The Court may offer to the employees comparable alternate insurance coverage by insurance carriers other than those listed above in lieu of coverage by the above named carriers without jeopardy to this Agreement.

**C. Life**

Each employee, regularly working fifty (50) per cent or more of the standard work period as set forth in this Agreement, shall be provided a \$10,000 Term Life Insurance policy and a \$10,000 Accidental Death and Dismemberment policy so long as the employee is employed by the Court. The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above-stated insurance coverage.

In the event that any bargaining unit or group of employees employed by Shiawassee county or by any of the Courts in Shiawassee County, contract for or obtain insurance coverage more extensive than that set forth in this Article, this Article shall be subject to immediate renegotiation and agreement between the Court and the Association.

**ARTICLE 19**

**WORKER'S COMPENSATION**

Each employee shall be covered by the applicable Worker's Compensation Statues. In the event an employee covered by this Agreement is injured or becomes ill in the course of their employment, such injured/ill employee shall be entitled to and shall receive the difference



between their regular rate of compensation and any benefits paid through Worker's Compensation coverage for a period of time not to exceed twenty-six (26) weeks for each occurrence so that the injured/ill employee will receive full salary for that period of time.

## **ARTICLE 20**

### **PENSION PLAN**

Effective October 1, 1984, all employees shall be authorized and eligible for benefits as provided by the Pension Plan adopted by Shiawassee County known as the Michigan Municipal Employee's Retirement Acts, C-2 Plan with a B-1 base, as amended.

Effective January 1, 1984, the Court shall pay one hundred (100) per cent of the cost of the above stated Pension Plans, either directly or indirectly through the Shiawassee County clerk's office. As a result, employees will not be required to contribute to the Pension Plan.

The Pension Plan is subject to the applicable statutes, rules and regulations of the Michigan Municipal Employee's Retirement System.

## **ARTICLE 21**

### **CLASSIFICATIONS AND PAY LEVELS**

The following classifications of employees are to be placed upon the appropriate pay grade levels of the following salary schedules and advance according to seniority within that employee's classification. Seniority is defined as the length of continuous service with the Court and/or Shiawassee County since the

since the employee's most recent date of hire. The computation of all benefits under this Article shall be based upon the above definition of seniority unless otherwise specified by the Court.

Effective November 1, 1987:

<u>Pay Grade Level</u>	<u>Classifications</u>
Level 3	Clerk/Typist (4)
Level 4	Casework Clerk (1)
	Accounts Clerk (3)
Level 6	Law Librarian/Research Clerk (1)
	Judicial Secretary (1)
Level 7	Program Manager (1)
Level 8	Accounts Manager (1)
Level 10	Enforcement Officer (1)
	Investigator (1)
	Circuit Court Administrator/ Assignment Clerk (1)
Level 12	Circuit Court Reporter (1)

Effective November 1, 1988:

Level 5	Clerk/Typist (4)
Level 6	Casework Clerk (1)
	Accounts Clerk (3)
	Law Librarian/Research Clerk (1)
	Judicial Secretary (1)
Level 7	Program Manager (1)
Level 8	Accounts Manager (1)
Level 10	Enforcement Officer (1)
	Investigator (1)
	Circuit Court Administrator/ Assignment Clerk (1)
Level 12	Circuit Court Reporter (1)

## SALARY SCHEDULE

November 1, 1987 through October 31, 1988

	<u>START</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
03	13,404.00	14,108.00	14,811.00	15,515.00	16,218.00
04	13,806.00	14,531.00	15,256.00	15,981.00	16,707.00
05	14,270.00	14,775.00	15,284.00	16,305.00	17,339.00
06	15,245.00	15,804.00	16,364.00	17,482.00	18,601.00
07	16,643.00	17,772.00	18,901.00	20,029.00	21,159.00
08	17,526.00	18,192.00	18,855.00	20,186.00	22,748.00
09	18,752.00	19,486.00	20,214.00	21,676.00	23,153.00
10	20,076.00	20,884.00	21,690.00	23,297.00	24,896.00
11	21,496.00	22,373.00	23,250.00	25,006.00	26,761.00
12	23,023.00	23,991.00	24,936.00	26,853.00	29,001.00

November 1, 1988 through October 31, 1989

	<u>START</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
05	14,698.00	15,218.00	15,743.00	16,794.00	17,859.00
06	15,702.00	16,278.00	16,855.00	18,006.00	19,159.00
07	17,142.00	18,305.00	19,468.00	20,603.00	21,794.00
08	18,052.00	18,738.00	19,421.00	20,792.00	23,430.00
09	19,315.00	20,071.00	20,820.00	22,326.00	23,848.00
10	20,678.00	21,511.00	22,341.00	23,996.00	25,643.00
11	22,141.00	23,044.00	23,948.00	25,756.00	27,564.00
12	23,714.00	24,711.00	25,684.00	27,659.00	29,871.00

November 1, 1989 through October 31, 1990

	<u>START</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
05	15,139.00	15,675.00	16,215.00	17,298.00	18,395.00
06	16,173.00	16,766.00	17,361.00	18,546.00	19,734.00
07	17,656.00	18,854.00	20,052.00	21,221.00	22,448.00
08	18,594.00	19,300.00	20,004.00	21,416.00	24,133.00
09	19,894.00	20,673.00	21,455.00	22,996.00	24,563.00
10	21,298.00	22,156.00	23,011.00	24,716.00	26,412.00
11	22,805.00	23,735.00	24,666.00	26,529.00	28,391.00
12	24,425.00	25,452.00	26,455.00	28,489.00	30,767.00

Effective November 1, 1987 through October 31, 1988, inclusive, all employees shall receive, retroactive, their salary adjustments as set forth by this Agreement provided, however, that any employee whose position or job classification under the previous Agreement was terminated and has assumed duties at a lower pay grade level, such employee's lower pay grade level shall become effective upon the date this Agreement is executed.

In the event that a new position is created during the term of this Agreement, the Court shall determine the pay grade level of such new position with due consideration given to the then current job classifications and pay grade levels. The Court shall not transfer an employee to a position with a lower pay grade scale unless that employee's previous job classification or position is terminated or that such transfer is for disciplinary reasons in accordance with this Agreement.

On or after November 1, 1987, the Court, in its sole discretion, may evaluate and raise the pay grade level of any or all of the employee job classifications set forth above, as the Court deems appropriate, to make such pay grade levels comparable to those for employees of other Courts in Shiawassee County.

## ARTICLE 22

### OTHER EMPLOYMENT

Employees shall not engage in any activity, either gratuitously or for pecuniary gain, which may be a conflict of interest with that employee's duties with the

Court. This applies to either actual or potential conflicts of interest with matters before the Court. All employees shall notify the Court, in writing, of any employment other than that set forth in this Agreement prior to undertaking such employment. An employee's failure or refusal to provide notification to the Court or engaging in employment or activity which the Court deems to be an actual or potential conflict of interest, may subject that employee to disciplinary action as set forth in this Agreement.

### ARTICLE 23

#### EMPLOYER RIGHTS

The Court, except as specifically and expressly provided otherwise by the terms of this Agreement, and/or legislative mandates, retains sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, but not limited to, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; direct and control operations; to maintain order and efficiency; to continue and maintain its operation as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary

and customary functions of management provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

The Court, except as specifically and expressly provided otherwise by the terms of this Agreement, shall have the sole and exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay off, and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgment as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

#### ARTICLE 24

##### DELEGATION OF AUTHORITY

The Court may delegate any or all of its authority and/or duties under this Agreement to be exercised or performed by the Circuit Court Administrator or the Friend of the Court.

#### ARTICLE 25

##### SAVINGS CLAUSE

If any Article or portion of this Agreement should be held illegal or invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In such event,

the parties hereto shall enter into negotiations for the purpose of obtaining a mutually satisfactory replacement for that Article or portion of this Agreement held invalid.

## ARTICLE 26

### GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS

A. The employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies. These positions include but are not limited to: Co-op students, JTPA persons, Social Service referrals, Youth Corps, etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

B. The employer reserves the right to hire persons to perform work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract.

EFFECTIVE DATE OF AGREEMENT

THIS AGREEMENT shall take effect as of, and be retroactive to April 1, 1986, except as provided herein, and shall terminate October 31, 1990. The parties hereto understand that a new Agreement shall be negotiated for the Agreement period commencing November 1, 1990. In the event that a successor Agreement is not executed on or before November 1, 1990, this Agreement shall be extended and held to be in full force and effect, without jeopardy to the retroactivity of the successor Agreement, until such successor Agreement is executed.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of November, A.D. 1988.

\_\_\_\_\_  
Gerald D. Lostracco  
Circuit Judge, 35th  
Judicial Circuit

\_\_\_\_\_  
Larry Sanderson  
Negotiator

\_\_\_\_\_  
Janice Foltz  
Negotiator

\_\_\_\_\_  
Lori Miller  
Negotiator