

10/31/90

FILED

April 15, 1984  
Oct 31, 1990

SEP 26 1988

A G R E E M E N T

This Agreement made and entered into this date by and between the Sixty-Sixth District Court, hereinafter referred to as "The Court" and the Sixty-Sixth District Court Employees Association, hereinafter referred to as "The Association":

WHEREAS, "The Court" and "The Association" recognize that mutual understanding and cooperation between the Employees and the Court is desirable; and

WHEREAS, "The Association" is recognized by "The Court" as the collective bargaining agent for the Employees of the Sixty-Sixth District Court; and

WHEREAS, it is recognized to be mutually advantageous for the Employees to work for higher standards of living by promoting an economical and efficient operation of the Court, thus enabling the Court to provide a more efficient operation of the Court, to provide a more effective service to the people of Shiawassee County and to maintain satisfactory working conditions among it's Employees; and

WHEREAS, the parties have diligently and through long and tedious negotiations attempted to arrive at a compromise agreement, particularly with respect to salary increases; and

WHEREAS, "The Association" represents all eligible employees of the Sixty-Sixth District Court and "The Association" has presented sufficient evidence to "The Court" in support thereof; and

WHEREAS, "The Court" acknowledging the above-stated facts, agrees to bargain with "The Association" and is in agreement with the terms and conditions set forth herein; and

WHEREAS, in recognition of the fact that harmonious cooperation and goodwill between the Court and the operating employees of the Sixty-Sixth District Court are desirable, the parties hereto agree to establish the standards of hours of work, rates of pay and working conditions; and

WHEREAS, the said parties now choose to enter into an Agreement to supercede all previous agreements, written and oral;

NOW, THEREFORE, in consideration of the mutual undertakings and promises between the parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

W I T N E S S E T H

ARTICLE I

RECOGNITION

The Court does hereby recognize The Association as the sole collective bargaining agent representing all eligible employees of the Sixty-Sixth District Court.

ARTICLE II

PURPOSE AND SCOPE OF AGREEMENT

(A) The purpose of this Agreement is to delineate and set forth the rights, duties, work schedules and salaries of the employees and to prevent any interruption of work or interference with either the Court's or employees' rights, as set forth by law and this Agreement.

(B) The provisions of this Agreement shall apply to those employees who are members of and represented by The Association.

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

Shiawassee County



### ARTICLE III

#### EQUAL EMPLOYMENT OPPORTUNITY

In continuance of established policy and practice, neither The Court nor The Association will discriminate against any employee or any person seeking employment because of such individual's race, color, religion, sex or national origin.

### ARTICLE IV

#### MEMBERSHIP ELIGIBILITY

(A) All eligible employees covered hereby, now or hereafter employed during the life of this Agreement by The Court, shall, after a six-month probationary period commencing on the date of employment, be eligible for membership in The Association. The employees eligible for membership in The Association are Probation Officers, Probation Secretaries, Chief Probation Officer and Deputy Court Clerks.

(B) At the end of the six-months probationary period, The Association shall present the eligible employee with a copy of the Agreement currently in effect and a Letter of Intent for such employee to indicate membership in The Association or that such membership is being declined. The Letter of Intent shall be signed by the employee and returned to the Association within ten (10) days.

(C) In the event an employee declines to become a member in the Association after such six month probationary period, he or she shall not be entitled to membership until a new contract is negotiated. The positions eligible for membership in The Association shall continue to be eligible for membership and not withdrawn from eligibility based on an employee's desire to decline membership.

### ARTICLE V

#### ASSOCIATION ACTIVITIES

The Association agrees not to carry on Association activities during working hours, except those activities relating to contract negotiations, directly with the court.

### ARTICLE VI

#### PROMOTION, DISCIPLINE OR DISCHARGE

The rights of promotion, discipline or discharge for just cause are the sole responsibility of The Court, but must be subject to the approval of both Judges serving said Court.

### ARTICLE VII

#### ABSENTEEISM ABUSE

At a time when The Court feels that an employee is guilty of absenteeism abuse, said employee shall be called in, warned and the Department Head notified. If the absenteeism abuse continues, said employee will be called in a second time and warned again; if such absenteeism abuse continues, said employee will be called in a third time, at which time said employee will be subject to disciplinary action, which could result in dismissal from employment.

### ARTICLE VIII

#### NOTIFICATION TO DEPARTMENT HEADS

All employees of The Court agree to notify their Department Head immediately if any member of their family, or any relative within the third degree, is arrested for an infraction of the law which will come before one of the Judges. This notification will then be presented by the Department Head to The Court, allowing said Court ample time to make necessary arrangements for proceeding with the case as The Court sees fit.



ARTICLE IX

HOURS

The standard work week shall be established as a forty (40) hour week.

ARTICLE X

LEGAL HOLIDAYS

The following shall be regularly scheduled paid holidays:

- Good Friday - 1/2 Day;
- Memorial Day;
- Fourth of July;
- Labor Day;
- Thanksgiving Day;
- Friday After Thanksgiving Day;
- Day Before Christmas Day;
- Christmas Day;
- Day Before New Year's Day;
- New Year's Day;
- Veteran's Day;
- Columbus Day;
- Washington's Birthday;
- Lincoln's Birthday;
- Martin Luther King Day; and
- All General Election Days.

Employees will be paid their current rate of pay based on their regular scheduled work day for said holidays provided the employee meets the following eligibility requirements: The employee works the single immediate scheduled working days prior to and following the holiday, unless failure to work on either or both such days is excused because of (1) personal sickness or injury; (2) approved vacation leave; (3) personal leave; or (4) other circumstances beyond the control of the employee which cannot be corrected in time for him or her to meet his or her employment obligation.

If a paid holiday should fall on a Saturday, the Friday before such holiday shall be considered as the holiday. If a paid holiday should fall on a Sunday, the Monday following such holiday shall be considered as the holiday.

ARTICLE XI

VACATION LEAVE

Each regular full-time employee paid on an annual basis may be allowed annual vacation leave subject to the following regulations:

(A) The period to be used in determining vacation days will be the anniversary date of employment.

(B) No employee will be entitled to such vacation leave until he or she has served The Court for a period of six (6) months.

(C) Vacations shall be regulated by the following:

Six Months To One Year . . . . .	5 Working Days
One Year To Five Years . . . . .	11 Working Days
Six Years . . . . .	12 Working Days
Seven Years . . . . .	13 Working Days
Eight Years . . . . .	14 Working Days
Nine Years . . . . .	15 Working Days
Ten Years . . . . .	16 Working Days
Eleven Years . . . . .	17 Working Days
Twelve Years . . . . .	18 Working Days
Thirteen Years . . . . .	19 Working Days
Fourteen Years . . . . .	20 Working Days
Fifteen Years . . . . .	21 Working Days
Sixteen Years . . . . .	22 Working Days



Seventeen Years . . . . . 23 Working Days  
Eighteen Years . . . . . 24 Working Days  
Nineteen Years . . . . . 25 Working Days

With nineteen (19) or more years of employment with The Court, the maximum number of vacation days an employee shall be entitled to shall not exceed twenty-five (25) working days.

(D) Annual vacation leave shall not be cumulative, but leave not taken during the year shall be paid the employee at the prevailing rate of pay for that employee. As approved by the Court.

(E) Regularly employed persons working part-time for the Court, but less than fifty per cent (50%) of the standard work week, shall be allowed vacation time proportionate to the amount of time regularly worked.

(F) Employees shall be paid during said vacation period on the basis of the normal work week for the job or class of work for which they are regularly employed and at the rate of pay prevailing at the time vacation is taken, subject to the provisions of these regulations.

(G) If employment is terminated by action of either The Court or the employee, the employee shall be compensated for his or her accrued leave at the rate of pay received by said employee during the time the vacation is accrued.

(H) If a legal holiday falls within the vacation period, it shall not be counted as a vacation day.

(I) If an employee has reason to use funeral leave during a vacation leave and such reason is documented and provided in writing 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.

(J) 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 XII hereof, that portion of vacation leave shall be rescheduled.

ARTICLE XII

SICK LEAVE

(A) Each employee shall be entitled to nine (9) non-cumulative sick leave days consisting of four (4) "personal" sick leave days and five (5) "bank" sick leave days per calendar year.

(B) Employees requesting compensation for use of "personal" sick days shall make such request for same to The Court.

(C) Employees shall use the four (4) "personal" sick leave days prior to requesting any sick leave time from the Sick Leave Bank.

(D) Employees requiring sick leave days after using their four (4) "personal" sick leave days shall make application to the governing body of the Sick Leave Bank. Such sick leave days will be compensated with the approval of the governing body of the Sick Leave Bank.

(E) 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 employees' vacation days, personal leave days, paid holidays, personal sick days or regularly scheduled work days.

(F) 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 (65th) birthday or return to work, whichever occurs first. The long term disability



insurance coverage shall provide for sixty per cent (60%) of the employee's regular gross earnings.

(G) At the end of the calendar year, each employee who has any unused "personal" sick leave days shall be reimbursed for fifty per cent (50%) 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 were accrued.

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

(I) The Sick Leave Bank shall consist of all employees covered by this Agreement. The Sick Leave Board shall consist of two (2) representatives 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 XIII

#### PERSONAL LEAVE

Each regular full-time employee paid on an annual basis shall be allowed personal leave subject to the following:

- (1) Persons with at least one (1) year of seniority by December 31st of any year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.
- (2) Persons with less than twelve (12) months service 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) personal leave days within any calendar year until he or she has passed this first anniversary date, at which time Section (1) of this Article shall apply on subsequent years.
- (3) Personal leave days shall not be cumulative or reimbursable upon termination of employment.
- (4) Where possible, at least twenty-four (24) hours notice shall be given to the Department Head before personal leave days are used.

### ARTICLE XIV

#### BEREAVEMENT LEAVE

(A) An employee shall be allowed five (5) working days with pay as funeral leave days, not to be deducted from sick leave days, for a death in their immediate family. Immediate family is to be defined as follows: Mother, Father, Step-Parents, Brother, Sister, Wife or Husband, Son or Daughter, Step-Children, Mother-In-Law, Father-In-Law, Grandparents and Grandchildren.

(B) Any employee selected to be a pallbearer for a funeral shall be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave days.

(C) An employee shall be allowed one (1) working day, with pay, as funeral leave day, not to be deducted from sick leave days, for the death of a relative other than those included as a member of his or her immediate family.

### ARTICLE XV

#### ABSENCE WITHOUT LEAVE

(A) No employee shall absent himself or herself from duty without permission of The Court.



(B) In case of illness, the employee shall promptly notify his or her office by telephone or messenger.

(C) After three (3) days of absence, either unexplained or explained unsatisfactorily to The Court, the position may be declared vacant by The Court.

#### ARTICLE XVI

##### LEAVE LIMITS

The least amount of time recorded for any kind of leave shall be one-half (1/2) day. A half day will consist of one-half (1/2) the number of hours normally worked on the day the leave is taken.

#### ARTICLE XVII

##### ACCIDENT/INJURY LEAVE

(A) Each employee shall be covered by the applicable Workmen's Compensation Laws.

(B) In the event an employee is injured in the course of his or her employment, he or she shall be entitled to and receive the difference between his or her regular rate of compensation and any benefits paid through Workmen's Compensation Insurance while said disability exists; provided, however, that the said employee shall be entitled to said benefits for a maximum of twenty-six (26) weeks.

#### ARTICLE XVIII

##### COMPENSATION TIME

The Court agrees in administering overtime to abide by the State of Michigan Fair Labor Standards Act.

#### ARTICLE XIX

##### PENSION

(A) All employees shall be authorized and eligible for benefits as provided by the pension plan adopted by the Shiawassee County Board of Commissioners, known as the Michigan Municipal Employee's Retirement Acts, C-2 Plan with a B-1 Base, as amended.

(B) The Court shall pay one hundred per cent (100%) of the cost of the above-stated Pension Plan, either directly or indirectly through the Shiawassee County Clerk's Office. The employees will not be required to contribute to the Pension Program.

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

#### ARTICLE XX

##### INSURANCE

(A) Health & Hospitalization:

(1) Each employee, regularly working fifty per cent (50%) of the standard work week 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-45 NM, FSA, SD, PD-EL, COB FC, GCP-D and \$3.00 Co-Pay Prescription Drug Rider.

(2) The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above-stated insurance coverage.



(B) Dental:

(1) Each employee, regularly working fifty percent (50%) 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).

(2) The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above-stated insurance coverage.

(C) Life & Accidental Death and Dismemberment:

(1) Each employee, regularly working fifty percent (50%) of the standard work period as set forth in this Agreement, shall be provided a \$10,000.00 Term Life Insurance Policy and a \$10,000.00 Accidental Death and Dismemberment Policy so long as the employee is employed by The Court.

(2) The Court, either directly or indirectly through the Shiawassee County Clerk's office, shall pay the full premium for the above-stated insurance coverage.

ARTICLE XXI

ALTERNATE INSURANCE

The Court may offer to the employees comparable alternate insurance coverage by insurance carriers other than those listed in Article XX, sub-paragraph (A) and (B) in lieu of coverage by the named carriers without jeopardy to this Agreement.

The parties hereto agree to participate in a study of comparable health and dental insurance coverage for possible future implementation; provided, however, that any changes in the current health and dental insurance coverage as set forth in Article XX, Sub-paragraph (A) and (B) shall be by mutual agreement of the parties hereto.

ARTICLE XXII

LONGEVITY

(A) Employees will be entitled to and receive longevity payments on their anniversary dates in accordance with the following schedule:

Four through Seven Years of Service	\$240.00 Per Year
Eight through Eleven Years of Service	\$360.00 Per Year
Twelve through Fifteen Years of Service	\$480.00 Per Year
Sixteen or More Years of Service	\$600.00 Per Year

(B) Payment of longevity benefits shall be made on the anniversary date of each respective employee. The employees covered hereunder and their anniversary dates of employment are as follows:

Malinda DeLong	April 21, 1975
Catherine Hann	September 11, 1978
Eileen Waterbury	December 11, 1978

(C) Leaves of absence between ninety (90) days and one (1) year shall be deducted from time credited to years of service for payment of longevity benefits.

(D) Longevity payments shall be paid on each employee's anniversary date of employment in addition to regular salary and any salary increases.

(E) Any employee, either part-time or full-time, not on the payroll as of January 1, 1984, shall not be entitled to longevity payments.



ARTICLE XXIII

LEAVES OF ABSENCE

(A) Unpaid leaves of absence for a period not to exceed two (2) years may be granted, at the discretion of the Judges, in writing, without loss of seniority, for reasons of:

- (1) Service in any elected or appointed position, public or union.
- (2) Maternity Leave - 120 Working Days.
- (3) Illness Leave - Physical or Mental - 120 Working Days.
- (4) Prolonged illness in immediate family - 90 Working Days.
- (5) Educational Leave.

(B) Such leaves of absence may be extended by The Court at it's discretion.

ARTICLE XXIV

PROFESSIONAL TRAINING

Costs for professional training recommended by The Court shall be paid as agreed in each individual case.

ARTICLE XXV

SALARY SCHEDULES

(A) There shall be no salary increases for the period from April 1, 1986, through October 31, 1987.

(B) Beginning November 1, 1987, through October 31, 1988, a minimum three (3%) per cent salary increase over the Salary Schedule effective January 1, 1986.

(C) Beginning November 1, 1988, through October 31, 1989, a minimum three (3%) per cent salary increase over the Salary Schedule effective November 1, 1987.

(D) Beginning November 1, 1989, through October 31, 1990, a minimum three (3%) per cent salary increase over the Salary Schedule effective November 1, 1988.

ARTICLE XXVI

CLASSIFICATIONS-GRADE LEVELS

(A) The Classifications and Grade Levels for the employees covered by this Agreement shall be as follows:

- (1) Chief Probation Officer - Grade Level 11.
- (2) Probation Officer - Grade Level 9.
- (3) Probation Secretary and Deputy Court Clerk - Grade Level 5.

*No Person in this position now  
Does not apply.  
Retiree - Hoggy  
per D. Barnes  
they are not in  
the union by  
their choosing.*

(B) New employees will begin at the starting rate for their classification and advance on the salary schedule in accordance with their seniority.

(C) If an eligible employee declines membership in The Association, notification shall be presented to The Court and the County's Clerk's office indicating such employee's non-represented position with The Court.



ARTICLE XXVII

SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a Court or competent jurisdiction or other established governmental administrative tribunal, such invalidation shall not affect the remaining portion of this Agreement.

ARTICLE XXVIII

EFFECTIVE DATE OF AGREEMENT

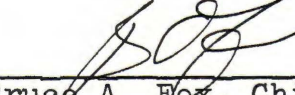
(A) The effective date of the provisions contained herein is retro-active to April 1, 1986.

(B) This Agreement is negotiated for the period from April 1, 1986, through October 31, 1990, and terminates when a new valid Agreement is signed by all parties concerned. All terms and conditions will be continued until this Agreement is terminated by either party. The Agreement may be terminated with thirty (30) days written notice by either party.


(C) The parties hereto fully understand that a new and different Agreement will be negotiated for the period commencing November 1, 1990.

SIXTY-SIXTH DISTRICT COURT

Dated: 9/23/88

By:   
Bruce A. Fox, Chief Presiding District Court Judge

Dated: 9.23.88

By:   
George L. Bebole, District Court Judge

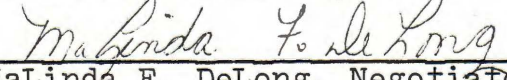
"THE COURT"

SIXTY-SIXTH DISTRICT COURT EMPLOYEES ASSOCIATION

Dated: 9-23-88

By:   
Catherine Hann, Negotiator

Dated: 9-23-88

By:   
MaLinda F. DeLong, Negotiator

"THE ASSOCIATION"