

AGREEMENT

BETWEEN

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
ST. JOSEPH COUNTY DISTRICT COURT**

AND

**ST. JOSEPH COUNTY DISTRICT COURT
EMPLOYEES' ASSOCIATION**

Termination Date: December 31, 2011

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
Agreement	1
Purpose and Intent	1
I Association Recognition	1
II Management Rights	1
III Association Security.....	2
IV Grievance Procedure	3
V Employee Evaluation	4
VI New Job Classification.....	5
VII Wages	5
VIII Hours of Work.....	6
IX Leave of Absence	7
Family and Medical Leave Act	8
X Funeral Leave	11
XI Holidays	12
XII Vacation	12
XIII Insurance	13
XIV Pensions	15
XV Sick Leave	15
XVI Layoff and Recall	17
XVII General Provisions	17
XVIII Longevity Plan	18
XIX Additions, Amendment, Modification and Termination.....	19
APPENDIX A-1 Classification System	21
APPENDIX A-2 Wages 1-01-09 through 12-31-10	21
APPENDIX B - Cost-of-Living Adjustment.....	23

AGREEMENT

THIS AGREEMENT, made this 3rd day of February , 2009, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AND ST. JOSEPH COUNTY DISTRICT COURT, hereinafter referred to as the "Employer," and the ST. JOSEPH COUNTY DISTRICT COURT EMPLOYEES' ASSOCIATION, hereinafter referred to as the "Association," effective January 1, 2009, excepting for certain provisions.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
ASSOCIATION RECOGNITION

Section 1. 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 Association 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 for all regular full-time and regular part-time clerical employees of the St. Joseph County District Court, but excluding department managers, supervisors, professional employees, temporary employees and all other employees.

Section 2. Regular full-time employees are defined as those whose regular work week consists of thirty (30) hours or more per week. Regular part-time employees are defined as those whose regular work week consists of twenty-nine (29) hours or less.

Section 3. The Association agrees that neither the Association, its agents, or its members will authorize, instigate, aid condone, or engage in a work stoppage, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge. The Employer and the Association agree that discharge is an appropriate penalty for employees who violate the provision of this Section.

ARTICLE II
MANAGEMENT RIGHTS

Section 1. It is understood and hereby agreed that the Employer reserves and retains solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the operations of the Court, 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 determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work; to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriation; to

direct and control operation; to discontinue, combine or reorganize any part or all of its operation; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance procedures established in this Agreement.

Section 2. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules, to provide and assign relief personnel; to continue and maintain its operations as in the past, provided however, that these rights shall not be exercised in violation of any specified provisions of this Agreement and, as such, they shall be subject to the grievance procedure established in this Agreement.

Section 3. 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 thereof are in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution, the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws and rules and orders of the Michigan Supreme Court or any other supervising or Superior Court, or any other national, state, county, district, or local law or regulations as they pertain to the Courts.

Section 4. The District Court is an equal opportunity employer. There will be no discrimination with regard to religion, race, color, national origin, age, sex, height, weight, marital status or disability. The Court as Employer recognizes the rules and regulations of the Americans with Disabilities Act.

ARTICLE III ASSOCIATION SECURITY

Section 1. Regular full-time and regular part-time employees covered by this Agreement at the time it becomes effective and who are members of the Association at the time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association equivalent to the amount of dues required of members for the duration of this Agreement.

Section 2. Employees hired, rehired, reinstated, or transferred into the bargaining unit after ratification and covered by this Agreement, shall be required as a condition of the continued employment to become members of the Association, or pay a service fee to the Association, equivalent to the amount of dues uniformly required for membership for the duration of this Agreement commencing after two (2) full pay periods following the beginning of the employment in the Unit.

Section 3. The Employer will not aid, promote or finance any labor group or organization which proposes to engage in collective bargaining or make agreement with any such group or organization for the purpose of undermining this Association.

Section 4. Once Association dues or service fees are delinquent by five (5) working days, the Association's Treasurer will notify the employee by first class mail, with a copy to the Employer. If that employee does not pay within ten (10) working days after notice is sent, the Treasurer shall notify the Employer in writing of this omission. The Employer shall start termination process with a notice of intent to terminate at the end of the next full pay period that is more than ten (10) days in the future unless all dues or service fees are paid.

Section 5. The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the termination of employee as provided in this Article.

Section 6. Seniority is defined as the length of continuous service the Association member has with the Employer since the employee's most recent date of hire. Seniority shall become effective upon successfully completing the probationary period listed in Article V of this Agreement. Seniority shall be applied only as specifically set forth in this Agreement.

Section 7. Loss of Seniority

- A. She/he quits.
- B. She/he is discharged, and the discharge is not reversed through the grievance process as set forth in this Agreement.
- C. If she/he does not return to work when recalled from layoff as set forth in the recall procedure.
- D. If the employee is on layoff for a consecutive period of one (1) year.
- E. Return from sick leave and leaves of absence will be treated the same as subsection C.
- F. She/he accepts employment elsewhere while on a leave of absence unless otherwise provided in this Agreement.
- G. She/he leaves the Association for a position other than a Deputy Clerk.
- H. She/he retires or is retired by the Employer under an applicable retirement program.
- I. She/he is convicted or pleads guilty to a felony.
- J. An employee who intentionally falsifies her/his employment application.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2. An employee who believes she/he has a grievance shall first discuss the matter with the Court Administrator, accompanied by an Association Representative within three (3) working days after he/she becomes aware of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this manner, the following formal grievance procedure shall apply.

Section 3. If an employee elects to use the grievance procedure provided for in this contract and later elects to use statutory remedies, the grievance decision shall not be applicable and any relief granted shall be forfeited.

Section 4. First Step. Any grievance that is not settled by discussion as set forth in Section 2 of this Article shall be submitted in writing to the Court Administrator. All grievances shall be signed by a representative of the Association and the employee who is filing the grievance and shall contain the nature of the grievance, including the section of the Agreement involved, the facts upon which the grievance is based, when it occurred, and the relief requested, and shall be submitted to the Court Administrator within five (5) working days after the oral discussion as specified in Section 2. The Court Administrator shall give a written answer to the aggrieved employee and the Association within five (5) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance and both grievant and Association Representative shall then sign the answer. Two (2) copies shall be retained by the Association and one (1) copy by the Court Administrator.

Section 5. Second Step. If the grievance is appealed further, the grievant and his Association Representative must notify the Chief District Court Judge in writing within five (5) working days of receipt of the First Step answer, and the Judge shall meet with them and give a written answer within ten (10) working days.

Section 6. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

Section 7. Grievances which are not appealed by the aggrieved within the time limits specified in the above grievance procedure, shall be considered to be withdrawn by the grievant and/or Association. If the Employer does not answer within the time limits specified in the above grievance procedure, the grievance shall automatically progress to the next step. The above grievance procedure affords the sole and exclusive remedy for complaints and grievances under this Agreement and the sole method of expression or communication of grievances.

Section 8. For the purpose of this Article, working day shall be defined as the calendar days Monday through Friday, excluding holidays recognized under the contract.

Section 9. It is understood and agreed that the time limits herein specified may be extended by mutual agreement between the Employer and the Association.

Section 10. The Association reserves the right to financially support the grievant in the use of statutory remedies.

ARTICLE V EMPLOYEE EVALUATION

Section 1. It is the policy of the Court to have all newly hired and current employees (as covered under Sections 4 and 5) undergo a trial period of employment in order to assess their ability to perform the job, work habits, attendance, and other work related characteristics.

Section 2: All employees shall be considered probationary employees until the employee has completed six (6) months of work. During the probationary period, the Employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the

grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason and is an employee at will. If an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence. Overtime in excess of the employee's regularly scheduled workday shall not be included in computing the expiration date of the employee's probationary period.

Section 3. Evaluation. Probationary employees will be provided an evaluation conference within the first sixty (60) days of employment.

Section 4. An employee entering a different position within the Court shall receive the rate of pay associated with that position. A trial period of sixty (60) days shall be instituted to determine job performance. If the employee fails the trial period of the different position, he/she will be reinstated to the former position with no loss of salary, benefits, or increment status associated with the former position.

ARTICLE VI NEW JOB CLASSIFICATION

Section 1. If, during the life of this Agreement, a new job classification is created by the Employer, a temporary rate of pay for the new classification shall be established by the Employer. The Association will be notified promptly, in writing, as to the temporary rate and the effective date thereof. If no objection to the rate thus set is registered with the Employer within thirty (30) calendar days after the temporary rate has been set, such rate shall become permanent. If the Association contends that the temporary rate is inappropriate, it shall serve a written notice upon the Court Administrator within such thirty (30) day period of its desire to negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) calendar days of receipt by the Court Administrator of such written notice. If the parties cannot reach an agreement, the Employer shall forthwith request and base the permanent rate upon the recommendation of the State Court Administrative Office. The temporary rate shall remain in effect pending receipt of said recommendation.

ARTICLE VII WAGES

Section 1. Wages.

- A. Effective January 1, 2009 the compensation system covered by this Agreement shall be increased by two (2%) percent. Effective January 1, 2010 the compensation system covered by this Agreement shall be increased by two (2%) percent. The parties agree to re-open the contract in 2010 to negotiate wages and health/dental insurance for 2011. The compensation system effective January 1, 2009, and January 1, 2010 is set forth in Appendix A-1 and A-2, which is attached hereto and by this reference made a part hereof.
- B. Those full time employees employed on July 1, 1998 will advance to the next step on January 1, 1999. Part-time employees would advance to the 6 month step after completing 1040 hours and all other steps after 2080 hours.

- C. Those hired after July 1, 1998 will advance to the next step based on their date of hire. Part-time employees would advance to the 6-month step after completing 1040 hours and all other steps after 2080 hours.

Section 2.

- A. An employee required to work in excess of a regularly scheduled work week up to forty (40) hours per work week shall be compensated at their current straight time hourly rate or compensatory time equal to the excess hours worked as agreed to by the Employer. Compensatory time must be arranged for and taken within sixty (60) days; if it cannot be used within sixty (60) days, the employee shall be paid at their hourly rate in effect at the time they earned the compensatory time.
- B. Employees required to work in excess of forty (40) hours per week will be paid at time and one-half for any such hours worked.
- C. Overtime shall not be paid or compensated unless approved by the Court Administrator and noted on the time sheet.

Section 3. There shall not be duplication or pyramiding of overtime under the above provision.

Section 4. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE VIII
HOURS OF WORK

Section 1. The standard workweek shall consist of forty (40) hours. Included in a work day shall be a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply. This standard workweek shall be in effect for those employees that are hired after September 5, 2000. With the Employer's approval, current employees that wish to change to a forty (40) hour workweek shall have a six (6) month trial period. During that window of time, the employee will have the opportunity to revert back to their previous hours and/or position.

Section 2. Employees may request a change in their regular hours of work yearly, making request in writing to the Court Administrator by June 1st. All changes in the employee's work day/week is at the sole discretion of the Employer.

Section 3. Regular part-time employees are employees who successfully complete a probationary period, working between twenty (20) and twenty-nine (29) hours per workweek. Nothing herein precludes the employee from working past her/his normal hour of employment if requested by the Employer and agreed by the employee.

Section 4. The Employer may schedule up to four (4) two-hour training sessions per year, outside of regular working hours, to be compensated at the regular hourly rate of pay.

- A. The Employer may require employees to attend training sessions held at the Courthouse facility. Attendance beyond the employee's normal workday shall be compensated at their regular hourly rate.
- B. An employee given the opportunity of attending training session(s) held outside the court facility shall be compensated at their regular hourly rate of pay for up to a total of eight (8) hours a day, when such session(s) exceed their normal work day. An employee declining the opportunity of attending any training session(s) exceeding eight (8) hours (including travel time), shall have this right without reflection on their record.

Section 5. If the Court Office is closed for any reason beyond the employee's control, such employee shall be paid at their regular pay rate.

ARTICLE IX

LEAVE OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

Section 1. Miscellaneous Leaves. The Employer realizes that an employee may require a leave of absence to take care of matters of a personal nature. It is understood that such a leave is for the benefit of the employee and not the Employer and is non-compensable. Such a leave may be granted by the Employer and shall not exceed six (6) months.

Section 2. Authorization and Approval. The Court Administrator shall be responsible for attendance and leave usage of employees. The Administrator shall review and approve all usage of leave.

Section 3. Special Provision.

- A. Failure to report for work as scheduled on the first day following the leave of absence may result in the employee's termination, except when provisions have been made with the Court Administrator.
- B. All non-compensable leaves of absence should be considered by the employee as to their necessity. Fringe benefits, such as vacation, holiday pay, etc., will not be accumulated or paid for during a leave of absence. However, length of service, grade, classification, and fringe benefits accrued prior to the leave of absence will not be lost during said leave but will be reinstated in full to the employee upon his return to work.
- C. Such leave may be extended for like cause.
- D. Each employee will have to make financial arrangements with the Finance Department to continue any insurance premium payments or payroll deductions by the employee.

Section 4. Military Service. All leaves of absence pertaining to military service will be handled by the Court Administrator. All rights and privileges as indicated by State and Federal statutes will apply.

Section 5. Family and Medical Leave Act of 1993.

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period, beginning on the first day of the employee's leave and ending twelve (12) months later. All Family and Medical Leave Act leaves must be in writing, must give the reason for the leave, must give the expected duration of the leave and must be approved by the Employer. A Family and Medical Leave Act leave of absence may be granted in the following cases:
1. A serious health condition that makes the employee unable to perform the functions of his/her position;
 2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
 5. Effective January 28, 2008, up to 26 work weeks in order to care for the employee's spouse, son, daughter, parent, or the nearest next of kin blood relative injured or ill in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating; final regulations to be determined by the Secretary of Labor;
 6. Effective January 16, 2009, up to 12 work weeks for "any qualifying exigency" arising out of a spouse, son, daughter or parent in the military that is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Leaves under the Family and Medical Leave Act run concurrently with other related leaves. Employees will be placed on FMLA if the leave fits one of the six eligible situations listed above and the other requirements are satisfied.

B. Notice.

1. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) calendar days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to the care of a spouse, child or parent of the employee or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Court, subject to the approval of the health care provider, and;

- b. Shall provide the Court Administrator with not less than thirty (30) calendar days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) calendar days the employee shall provide such notice as is practicable.

C. Certification for Medical Leave.

1. For leaves taken to care for a sick spouse, child, or parent of the employee or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. When applicable, a statement that the employee is needed to care for child, spouse or parent of the employee and an estimate of the amount of time that the employee is needed to provide such care;
 - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 - f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent of the employee, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent of the employee or spouse, who has a serious health condition, or assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

D. Intermittently or Reduced Leave Schedule.

1. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agrees to such an arrangement. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent of the employee or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child, or to care for a sick parent.

E. Second Opinion.

1. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- a. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health provider designated or approved jointly by the Employer's physician and the employee's physician concerning the information certified above. The opinion of the third health care provider shall be final and binding on both the Employer and the employee.
- b. Subsequent Re-certification. The Employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis. Re-certifications shall follow the same requirements as outlined in Section 5 (C) of this Article.

F. Accrued Leave Usage.

1. The Employer may require the employee to use a designated portion of accrued paid leave prior to an unpaid leave of absence. The Employer shall not allow paid sick leave to be used in those situations that would not normally be applicable for sick leave usage.
2. While using accrued paid leave, the employee will continue to accrue benefits as set forth in the applicable sections of this contract.

G. Continuation of Benefits.

1. Seniority shall accumulate during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 5A of this Article, up to sixty (60) working days. Thereafter, the employee's seniority shall be frozen.

All other fringe benefits such as, but not limited to, insurances, sick leave accumulation and vacation accumulation shall terminate when an employee is on unpaid leave of absence, which includes when an employee is on sick and accident insurance coverage. The only exception to that policy is that the Employer shall continue to pay health insurance premiums during an approved unpaid leave of absence under conditions 1 through 6 listed in Section 5A of this Article, for up to twelve (12) weeks.

- H. If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the Employer may require from the employee the premium which the Employer paid for maintaining medical coverage during the leave. Return to work shall be defined as at least thirty (30) calendar days.

In all other circumstances, the Employer shall not continue to pay health insurance premiums for

the employee. Employees may continue insurance coverage at their own expense. Each employee will have to make financial arrangements with the applicable offices to pay for any insurance premium payments or payroll deductions authorized by the Employer which the employee may desire to continue while on an unpaid leave, at the employee's cost.

I. Reinstatement After Leave.

When a leave of absence under conditions 1 through 6 listed in Section 5A of this Article is granted for twelve (12) weeks or less, the Employer does not guarantee that the employee will be reinstated in their former position, but reinstated at the same wage level and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

J. It is the intent of the Employer and Association that this Agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 as amended.

Any disputes in interpretation shall be resolved by referral to the Federal Family and Medical Leave Act of 1993, as amended. Complaints may be filed with the Secretary of Labor by contacting the nearest office of the Wage and Hour Division of the Employment Standards Administration, U.S. Department of Labor. The address/telephone number for local offices may usually be found in the telephone directory listings for government offices under U.S. Government-Labor. The complaint may be filed in person, by letter or by telephone, however, the complaint must be reduced to writing.

ARTICLE X
FUNERAL LEAVE

Section 1. Up to five (5) days leave may be used for funeral leave for a death of spouse, child, or current step-child upon proper notification to the department head as soon as reasonably possible.

Section 2. Up to three (3) days leave may be used as funeral leave for a death of parent, brother, sister, step-parent, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law upon proper notification to the Court Administrator as soon as reasonably possible. An employee may use personal leave or vacation time to attend the funeral of anyone not covered above in lieu of losing pay.

Section 3. One (1) day leave to attend the funeral of an aunt or uncle shall be permitted.

Section 4. Up to two (2) additional days from accumulated sick leave may be granted by the Court Administrator for travel or other necessary use.

Section 5. An employee selected to be a pall bearer at the funeral of a deceased District Court employee will be granted time off with pay for the time necessary to attend the funeral.

Section 6. This Article is for the purpose of providing for the compensation an employee would normally have received for that time lost from scheduled work and is not intended to provide for extra pay or pay for days the employee would not normally have worked.

ARTICLE XI
HOLIDAYS

Section 1. All regular full-time/regular part-time employees covered by this Agreement shall be paid for each day designated as a holiday by the Supreme Court of the State of Michigan proportionately to their regularly scheduled workday.

- A. In addition to the above, all bargaining unit employees shall be guaranteed two (2) days off work (holiday) at Christmas and two (2) days off work (holiday) at New Years and one (1) day off on Good Friday.

Section 2. When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

Section 3. To be eligible for the above-mentioned holidays the employees shall work their regularly scheduled day before and their scheduled day after the holiday unless prevented by circumstances beyond the employee's control, or the employee received prior permission from the Court Administrator.

ARTICLE XII
VACATION

Section 1. Vacation.

- A. Accumulation. Regular full-time employees earn one-half day of paid vacation for each completed biweekly pay period, equivalent to thirteen (13) work days per year. Regular part-time employees shall accumulate vacation leave on a pro-rata basis.
- B. Usage. Employees hired after June 2005 will not be eligible to take earned vacation until after their first full year of employment. Thereafter vacation can be used as earned.

Section 2. Additional Vacation.

- A. Rate of Accumulation. All regular full-time and regular part-time employees covered by this Agreement shall accumulate and be entitled to additional vacation days on a pro-rata basis in accordance with the following:

2 additional days at completion of 5 years
4 additional days at completion of 9 years
7 additional days at completion of 14 years
12 additional days at completion of 20 years
17 additional days at completion of 25 years
and

*an additional 5 days at completion of each succeeding 5 year period.

*Employees hired after March 4, 2003 shall not be entitled to the “additional 5 days at completion of each succeeding 5 yr. period” provision. The maximum number of days that could be earned per year would be 30 for those hired after March 4, 2003.

B. Credit of Additional Vacation Days. Employees shall be credited annually with this leave at their anniversary date. At time of retirement or death, the leave will be credited on a pro-rata basis according to the number of pay periods completed during the year. The length of service of each employee shall be calculated according to the provisions of this section in order to achieve equity among all employees covered by this Agreement.

C. Computation Procedures. To be eligible for length-of-service vacation days, an employee must have a minimum of five (5) years of service which is regular full-time or regular part-time and continuous. Continuous service is defined as five (5) years or more of service without a break of employment.

Section 3. Authorization. An employee may utilize vacation only with the prior approval of the Court Administrator. No employee shall be authorized to utilize consecutively more than thirty (30) working days of vacation at a time.

Section 4. No Advance Credit. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation day credits to cover a period of absence, a payroll deduction for lost time shall be made.

Section 5. Maximum Accumulation. No employee shall accumulate more than one and one-half (1-1/2) times his or her total vacation time. However, employees may utilize the ninety (90) calendar days immediately following their anniversary date of each year to use (take) any vacation time that is in excess of their maximum permissible accumulation. Employees who fail to utilize the excess accumulation of vacation time will lose that time on the ninety-first (91st) calendar day following their anniversary date. However, employees who request vacation time during the ninety (90) days immediately following their anniversary date and are denied vacation time pursuant to Section 3 thereof, shall not lose that time.

Section 6. An employee who has completed the required period of probation, upon separation from the District Court, shall be paid at the person's current rate of pay for unused credited vacation.

ARTICLE XIII INSURANCE

Section 1. Life Insurance. The Employer shall pay the required premium to provide \$15,000.00 term life insurance to all full-time eligible (30 hours or more) employees. The policy also provides for accidental death and dismemberment benefits. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy contract.

Section 2. Health and Dental Insurance.

A. Coverage.

1. For all full-time eligible (35 hours or more) employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50/50 co-pay dental plan insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided under this contract.

2. Effective January 1, 2008 and continuing until a different rate is negotiated the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	12% of total annual premium cost
Two Person coverage	12% of total annual premium cost
Family coverage	12% of total annual premium cost

Effective January 1, 2010 the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	14% of total annual premium cost
Two Person coverage	14% of total annual premium cost
Family coverage	14% of total annual premium cost

Employee payment amounts after 2010 subject to the parties contract re-opener agreement for wages and health/dental insurance.

3. Effective January 1, 2001 the Employer shall offer to all eligible employees the IRS Section 125 flexible benefit plan.

B. Employee contribution. Effective January 1, 2001 the drug rider employee deductible shall be increased to \$10.00; master medical for single \$100.00; master medical for two persons and full family \$200.00; and hospital deductible for single at \$275.00 and \$550.00 for two persons or family coverage. Effective January 1, 2006 the drug rider employee deductible shall be increased to \$10 generic/\$40 brand name with mail order of 2 times co-pay for 3 month supply (\$20/\$80); Community Blue office visits shall be increased to \$20 and wellness coverage increased to \$500/year.

C. Double Health Insurance Coverage.

1. If an employee's spouse is covered by health insurance for which the premiums are paid by the County of St. Joseph, they shall not be eligible for double health insurance coverage (includes dental) and shall not receive health insurance under this contract.
2. Employees who are covered by health insurance (includes dental) for which the premium is not paid by the County of St. Joseph shall have the option of receiving \$2,000.00, paid equally over each pay

period, quarterly or annually at the employee's option. That employee must sign an Employer-supplied waiver form. Such employee assumes all risks if he/she later desires to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and waiting period for open enrollment, etc.

Section 3. Sickness and Accident Insurance. Effective March 1, 1994, all full-time employees shall be insured by an insurance carrier of the Employer's choice for sickness and accident benefits. The sickness and accident benefits shall commence on the 31st day after sickness or accident and shall pay not less than sixty-five (65%) percent of the employee's wages, up to a maximum of six hundred and no/100 (\$600.00) dollars per week, for a maximum of fifty-two (52) weeks in duration.

Section 4. The Employer shall continue to make available hospitalization coverage and life insurance during the time an employee is on sick leave or maternity leave of absence, worker's compensation and layoff for up to one (1) year.

ARTICLE XIV PENSIONS

Effective April 1, 2007, the current assets and liabilities of the St. Joseph County Employees' Retirement System were transferred to the Municipal Employees' Retirement System of Michigan (MERS).

The previous plan benefit multiplier of 2.0%, vesting after 8 years of service (V8), final average compensation based on highest consecutive 60 months (FAC 5), and exclusion of longevity payments, sick, vacation payouts, and fees for services from pension benefits did not change. Details of the pension program are explained in the MERS Plan Document.

Effective April 1, 1999 the 3% contribution made by the Employer but classified as an employee contribution shall be designated an Employer contribution, not available for employees to withdraw, other than through retirement as defined by plan. Contributions made prior to April 1, 1999 may be withdrawn upon separation.

Effective January 1, 2004 the benefit multiplier was increased from 1.8% to 2.0% and the employees began paying 2% through pre-taxed payroll deduction.

Effective April 1, 2007 the employee's 2% contribution was reduced to 1% with the understanding that the Employer could later increase this contribution up to 2%.

ARTICLE XV SICK LEAVE

Section 1. Regular full-time and regular part-time employees are eligible for sick leave pay. Sick leave is computed and is payable only as accumulated. Probationary employees may use sick and personal time after thirty (30) calendar days of employment.

Section 2. Accumulated Sick Leave. Sick leave shall accumulate from the first day of employment in the following manner:

- A. Regular full-time employees shall accumulate sick leave at the rate of one-half (1/2) day per pay period - 13 days for a completed year.
- B. Regular part-time employees shall accumulate sick leave on a pro-rata basis.
- C. Unused sick leave may be accumulated from year to year up to a maximum of 120 working days.

Section 3. Utilization. Sick leave may be used by an employee for any of the following reasons:

- A. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
- B. For illness, injury or temporary disability in the immediate family which necessitates absence from work, "immediate family" in such cases shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters and any persons for whose financial or physical care the employee is principally responsible.
- C. Each employee shall be entitled to two (2) personal leave days each year which will be deducted from sick leave. Personal leave days shall not accumulate from year to year.

Section 4. No Advance Credit. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave and vacation credits to cover a period of absence, a payroll deduction for lost time shall be made.

Section 5. The Employer may require medical proof of the necessity for sick leave. In the event the Employer requires medical proof of the necessity for sick leave, the involved employee shall be required to provide a statement from a medical doctor certifying the necessity for such absence.

Section 6. Only employees having completed six (6) consecutive years shall be paid at their current rate of pay for 1/2 of their unused sick leave accumulation upon retirement, death or termination for other than disciplinary reasons. In the case of death, payment will be made to the employees' estate. For those employees as of January 1, 2009 that had on file with the District Court a signed form authorizing payment in event of their death to someone other than their current spouse, the Employer agrees to accept that choice and said employee will be responsible to inform their current spouse that such authorization exists. Specifically this shall apply to Carolyn Blankenship and Suann Knauss.

Section 7. Certification of Fitness. The Court Administrator may require an employee to present medical certification of physical fitness to continue working or return to work.

ARTICLE XVI
LAYOFF AND RECALL

Section 1. The word "layoff" means a reduction in the working force.

Section 2. If a layoff or job reduction becomes necessary, the following procedure will be mandatory. The Court, through the Chief Judge, will decide in which department (civil, criminal, traffic, or probation) the layoff or reduction will occur. Within the impacted department probationary employees will be laid off first, provided the remaining employees have the then present ability to perform the remaining work. Layoffs or job reductions within the impacted department will occur by seniority, starting with the least senior employee. The employee who is laid off, or has his or her job eliminated, will be considered for other open positions with the Court, but shall not be entitled to bump existing employees in other departments by virtue of seniority or otherwise.

Section 3. Prior to the elimination of a job or layoff of employee(s), the Employer shall notify the Association's designated representative of the anticipated action. Thereafter, the Association through its designated representative may demand in writing a conference with the Chief Judge in order to propose alternative measures. However, the decision of the Chief Judge shall be final and binding on the parties.

Section 4. In the event that it becomes necessary to layoff Association employees, the affected employees shall be given five (5) working days notice of the anticipated layoff.

Section 5. When the working force is increased after a layoff, employees shall be recalled according to their seniority provided they have the ability to perform the work.

Section 6. If an employee fails to report to work within five (5) working days of actual notice of recall or within ten (10) working days of notice by regular mail, he/she shall be considered to have terminated his/her employment.

ARTICLE XVII
GENERAL PROVISIONS

Section 1. Nothing contained in this Agreement shall preclude supervisory employees from performing that work which is normally performed by the bargaining unit employees, provided it does not prohibit laid off employees from returning to work.

Section 2. The Court, being a nonprofit governmental operation, may be used as work and training programs for county, state or federal agencies, and also for use of other employment funding programs available either through federal or state agencies.

Section 3. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the District Court and the

Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4. Employees who are required by the Employer to use their own automobile in the course of the Court's business, shall be reimbursed by mileage at the then prevalent mileage rate paid by the County of St. Joseph to its employees.

Section 5. Payroll Changes. An employee's biweekly pay will be adjusted in accordance with the actions noted on the approved Attendance and Leave Reports.

Section 6. Notification of Leave Balance. The Court Administrator will notify employees of their vacation and sick leave balance quarterly.

Section 7. Attendance and Leave Report.

A. Preparation. At the end of each biweekly work period, the Court Administrator shall approve a completed Attendance and Leave Report covering each employee.

B. Leave Records. An Employee Leave Record shall be maintained for each employee based on their usage as indicated by the Attendance and Leave Reports.

Section 8. In the case of death, any accumulated benefit payments will be made to the employees' estate. For those employees as of January 1, 2009 that had on file with the District Court a signed form authorizing payment in event of their death to someone other than their current spouse, the Employer agrees to accept that choice and said employee will be responsible to inform their current spouse that such authorization exists. Specifically this shall apply to Carolyn Blankenship and Suann Knauss.

ARTICLE XVIII LONGEVITY PLAN

Section 1. Any employee as defined in Article I, Section 2, and is on the Court's payroll as of February 15, 1994, shall be eligible for longevity bonus according to the following scale.

A. Each employee, after completing four (4) years of continuous service shall receive a longevity bonus for each year of service based on years of service and length of work week for each year of service thereafter according to the following scale:

\$17.10 for each complete year of service worked at 20 hours per week;
\$18.35 for each complete year of service worked at 22.5 hours per week;
\$21.50 for each complete year of service worked at 25 hours per week;
\$25.80 for each complete year of service worked at 30 hours per week;
\$30.00 for each complete year of service worked at 35 hours per week;
\$31.80 for each complete year of service worked at 37.5 hours per week;
\$34.20 for each complete year of service worked at 40 hours per week;

B. Each employee, after completing ten (10) years of continuous service shall receive a longevity bonus for each year of service and length of work week for each year of service thereafter according to the following scale:

\$22.80 for each complete year of service worked at 20 hours per week;
\$25.65 for each complete year of service worked at 22.5 hours per week;
\$28.50 for each complete year of service worked at 25 hours per week;
\$34.40 for each complete year of service worked at 30 hours per week;
\$40.00 for each complete year of service worked at 35 hours per week;
\$42.40 for each complete year of service worked at 37.5 hours per week;
\$45.60 for each complete year of service worked at 40 hours per week;

Section 2. Vesting and Payment. This longevity bonus shall vest on the day of the employee's employment anniversary date and shall be payable on the first payday in December of each year. A vested longevity bonus shall be payable at the aforementioned time even though the employee's employment may have been terminated (death, resignation, termination).

ARTICLE XIX

ADDITIONS, AMENDMENTS, MODIFICATIONS AND TERMINATION

Section 1. Amendments to this Agreement may be made by mutual written consent of all parties only.

Section 2. This Agreement shall continue in full force and effect until 12:00 p.m. on December 31, 2011. The parties agree to re-open the contract in 2010 to negotiate economic issues (i.e. wages, insurances, etc.) for 2011. The wages and benefits provided by the Employer hereunder shall continue in full force and effect until a new agreement is approved by both parties.

Section 3. If either party desires to terminate this Agreement, it shall give written notice of termination within sixty (60) days prior to the termination date. If either party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination by either party, on sixty (60) days written notice prior to the current year's termination date.

Section 4. If either party desires to modify or change this Agreement, it shall give written notice of amendment within sixty (60) days prior to the termination date or any subsequent termination date, in which event the notice of amendment shall set forth the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 5. The parties to this Agreement acknowledge that substantial parity should exist between the provisions of this Agreement and agreements which affect employees of the St. Joseph County and the employees of the Circuit and Probate Courts of St. Joseph County. Therefore, if during the life of this Agreement, substantial differences arise between the provisions to this Agreement and those of the

aforementioned agreements, either party hereto may, upon five (5) working days notice in writing to the other party, reopen negotiations concerning all areas which may be affected by those differences.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2009.

ST. JOSEPH COUNTY
DISTRICT COURT:

Jeffery C. Middleton, Chief Judge

Date

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS:

John Dobberteen, Chairman

Date

ST. JOSEPH COUNTY DISTRICT
COURT EMPLOYEES' ASSOCIATION:

Cindi Labencki

Date

Dorine Channey

Date

**APPENDIX A-1
CLASSIFICATION SYSTEM EFFECTIVE
UPON RATIFICATION BY THE PARTIES IN 2009**

<u>Pay Grade & JE Points Range</u>	<u>Total JE Points</u>	<u>Classifications</u>
1 (Up to 1000)	-	-
2 (1001-1175)	-	-
3 (1176-1350)	-	-
4 (1351-1525)	-	-
5 (1526-1700)	1535	Deputy District Court Clerk

APPENDIX A-2

WAGES

Rates Effective 1/1/2009 – 12/31/2009*
(2% Increase)

<u>Pay Grade</u>	<u>Minimum</u>	<u>6 Months</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Maximum</u>
1	\$9.93	\$10.15	\$10.32	\$10.69	\$11.05	\$11.44	\$11.81	\$12.17	\$12.53	\$12.91
2	\$10.46	\$10.63	\$10.83	\$11.22	\$11.62	\$12.00	\$12.39	\$12.80	\$13.18	\$13.57
3	\$10.95	\$11.17	\$11.38	\$11.79	\$12.20	\$12.61	\$13.06	\$13.46	\$13.85	\$14.27
4	\$11.86	\$12.07	\$12.32	\$12.77	\$13.19	\$13.62	\$14.07	\$14.51	\$14.95	\$15.42
5	\$12.94	\$13.19	\$13.46	\$13.93	\$14.41	\$14.88	\$15.37	\$15.85	\$16.33	\$16.85

*Wages are retroactive only for employees employed on the date of ratification by the parties.

APPENDIX B

COST-OF-LIVING ADJUSTMENT

Section 1. Cost-of-Living adjustment shall be made using the release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index for urban wage earners and clerical workers as revised (all items/all cities report) based on 1967 = 100. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.

Section 2. Cost-of-Living adjustments shall be made on the basis of changes in the Index; quarterly on the first pay period following the release of the Cost-of-Living in April, July, October and January during the life of this Agreement.

Section 3. The amount of Cost-of-Living allowance which shall be effective for any three (3) months period as provided in Section 2 above shall be paid an hourly rate addition with one (1) cents per hour adjustment for each 0.4 point change up or down in the Index.

Section 4. During the term of this contract all Cost-of-Living adjustments shall be frozen.