

**AGREEMENT**  
**BETWEEN**  
**THIRTY-FIFTH (35<sup>TH</sup>) JUDICIAL CIRCUIT COURT**

**AND**

**THIRTY-FIFTH JUDICIAL CIRCUIT COURT**  
**EMPLOYEES' ASSOCIATION**

**January 1, 2006**

**through**

**December 31, 2008**

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## AGREEMENT AND NONDISCRIMINATION

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the Thirty-Fifth (35<sup>th</sup>) Judicial Circuit Court, hereinafter referred to as the "Court" and the Thirty-Fifth Judicial Circuit Court Employees' Association, hereinafter referred to as the "Association," expresses 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 bona fide 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**

**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 2

### 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. These rights include, but are not limited to, 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 services 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 in 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 skills 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 3**

**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.

**ARTICLE 4**

**PROBATION**

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 position may be extended or shortened by mutual agreement of the Court and the employee affected.



**ARTICLE 5**

**ATTENDANCE**

No employee shall absent himself from work unless approved by the Court. 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 6

### 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 7

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

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, Social Service referrals, etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

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.

**ARTICLE 8**

**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 9

### DISCIPLINE AND 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 or her employment functions or maintain office operational standards, as set forth in the rules and regulations established by 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 or her disciplinary action improper or unjustified, said employee shall be given an opportunity to state his or 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 or her position and evidence to the Circuit Court Judge for review.

**ARTICLE 10**

**SENIORITY**

Seniority is defined as the length of continuous service with the Court and/or Shiawassee County since the employee's most recent date of hire. The computation of all benefits shall be based on the above definition of seniority unless otherwise specified by the Court.

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

## ARTICLE 11

### APPEAL PROCEDURE

The 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 or her job without loss of time or pay, not to exceed four (4) hours per month, to investigate grievances he or she is to discuss with the employees. The department head or designee will grant him or her permission, within reason, to leave his or 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 within five (5) working days of said grievance. An Association Representative may be present if desired by the employee.

**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 or 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 or 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 12

### 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.

## ARTICLE 13

### 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, in the event that all other factors are alike, 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. The laid off employee next to be recalled must be 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 14

### 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.

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 15

### HOLIDAYS

Section 1. The following days shall be designated and observed as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday (full day effective 2007)	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's
Labor Day	Columbus Day

Section 2. 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.

Section 3. 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 an employee must not be on a layoff or suspension. Furthermore, the employee must work his or 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. This section does not apply to those employees who have previously approved vacation or personal leave.

In the event that an employee is ill on the regularly scheduled work day 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 work day.

**ARTICLE 16**

**VACATION**

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

1. 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.
2. No employee shall be entitled to vacation leave until he/she has been employed for a period of six (6) months.
3. Annual vacation leave, based upon the employee's anniversary date of employment, shall accrue at the following rates:

Six months to One Year .....	5 working days
One Year .....	10 working days
Two Years .....	11 working days
Three Years .....	12 working days
Four Years .....	13 working days
Five Years .....	14 working days
Six years .....	15 working days
Seven years .....	16 working days
Eight years .....	17 working days
Nine years .....	18 working days
Ten years .....	19 working days
Eleven Years .....	20 working days
Twelve Years .....	21 working days
Thirteen Years .....	22 working days
Fourteen Years .....	23 working days
Fifteen Years .....	24 working days
Sixteen Years and Up .....	25 working days

4. Regularly employed employees working less than the standard work period, but more than fifty percent (50%) of the standard work period shall be allowed vacation time proportional to the amount of time regularly worked.

5. 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.

6. 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.

7. Up to five (5) unused vacation days may accumulate per year, with a maximum accumulation of ten (10) vacation days. If these unused days are not taken as vacation leave during the year the maximum accumulation is reached, the Court shall authorize reimbursement of the unused vacation leave in the form of monetary payment.

8. 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.

9. Vacation leave schedules shall be developed by the Court based upon:

A. The requests of individual employees.

B. The time each request is made. (Early requests will be given preference.)

C. Staffing requirements for the efficient operation of the Court.

10. Holidays shall not be deducted from an employee's vacation leave when said holidays are observed during a period of authorized vacation leave.

11. If an employee has reason to use funeral leave during a vacation, and such reason is documented to the satisfaction of the Court, the time may be considered funeral leave instead of vacation leave and shall not be deducted from the employee's vacation time.

12. If an employee becomes ill and is under the care of a duly licensed physician or specialist during a scheduled vacation, those days shall be deducted from sick leave and credited to the employee's remaining vacation leave.



## ARTICLE 17

### PERSONAL LEAVE DAYS

Each full – time employee paid upon an annual leave basis shall be granted three

(3) personal leave days with pay, subject to the following:

1. Employees with at least six (6) months continuous service/seniority by December 31<sup>st</sup> of any calendar year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.
2. 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 or she has passed the first anniversary date.
3. Personal leave days shall not be cumulative, if not used.
4. Personal leave days shall be scheduled, if possible, 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 18

### SICK LEAVE

Section 1: Each non-probationary employee shall be entitled to twelve (12) sick days per year. In the event of termination of employment during a calendar year, sick days will be prorated.

Section 2: New employees will be granted one sick day per each month of employment, during their first year of employment. At the beginning of the employee's second year, they will be granted the full twelve (12) days, partial years will be pro-rated and treated proportionately at the end of the calendar year.

Section 3: Sick leave may be taken by the employee for legitimate medical reasons of the employee and his or her spouse, parents and children. Legitimate medical reasons include, but are not limited to: doctor, dentist, laboratory, and optician/ophthalmologist appointments; illness.

Section 4: Sick leave may accumulate up to a maximum of thirty (30) days. If the accrued but unused sick days exceed the maximum accumulation of thirty (30) the Court shall authorize reimbursement of up to twelve (12) days per year in the form of a monetary payment at a rate of fifty percent (50%) of the employee's pay rate at the end of the year in which the excess days were accrued.

Section 5: Upon termination of employment, the employee shall be compensated for unused accrued sick leave at a rate of fifty percent (50%) up to a maximum of thirty (30) days. (30 days @ 50% = 15 days paid).

Section 6: Effective upon ratification of this Agreement, any employee who has accumulated more than thirty (30) sick days may retain up to sixty (60) days of the previously accrued leave for use with the permission of the Judge.

Section 7: The Judge may require a doctor's statement for any days used from accumulated sick days to verify the inability of the employee to work.

Section 6: In the event of illness, the absent employee shall promptly notify a member of the supervisory staff of his or her department.

## ARTICLE 19

### FUNERAL/BEREAVEMENT LEAVE

Section 1. 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, stepchild, grandchild, parent, step-parent, grandparent, brother, sister, current spouse's parents and current spouse's siblings.

Section 2. An employee shall be allowed one (1) working day, with pay, as funeral leave, not to be deducted from sick leave days, for a death of an uncle, aunt, or own relative to the first degree or spouse's immediate relative to the first degree.

Section 3. An employee selected to be a pallbearer for a funeral shall be allowed up to one (1) working day, with pay, not to be deducted from sick leave.

Section 4. An employee may be allowed a two (2) hour period with pay as funeral leave for a death of someone other than immediate family, at the sole discretion of the Court. In the event time in excess of two (2) hours is required for funeral attendance, it must be taken as vacation, personal leave, or comp time.

**ARTICLE 20**

**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 (1/2) day of jury duty actually served.

## ARTICLE 21

### FAMILY AND MEDICAL LEAVE

Section 1. Eligibility. Employees who have been employed for at least twelve (12) months and have been employed for at least 1,250 hours of service during the twelve (12) months immediately preceding a request for a leave are eligible for leaves of absence for the following reasons:

- (A) The birth of a child and to care for the newborn child;
- (B) The placement with the employee of an adopted child or a child under foster care;
- (C) To care for the employee's spouse, son, daughter or parent with a "serious health condition"; and
- (D) Because of a "serious health condition" that makes the employee unable to perform the functions of his or her job.

Section 2. Entitlement. An eligible employee is entitled to a total of twelve (12) work weeks of leave during a "rolling" 12-month period measured backward from the most recent date an employee uses Family and Medical Leave Act ("FMLA") leave.

Section 3. Definitions. For purposes of leaves under subsections (C) and (D) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., and overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Section 4. Procedures. Employees desiring leaves of absence under this section shall provide written notice to the Judge setting forth the reasons for the requested leave, the anticipated date of the leave, and its anticipated duration. Employees must utilize all accrued applicable paid leave prior to going on unpaid leave. Employees may be required to provide medial certification of the need for the leave. The provisions of this section are supplemented by the Employer's family and Medical Leave Policy, and are further explained by the Family and Medical Leave Act of 1993 and the regulations promulgated under the act.

## ARTICLE 22

### 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 months.
4. Prolonged illness in the immediate family – up to six 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 23**

**HOSPITALIZATION, DENTAL AND VISION INSURANCE PLAN,**

**AND FLEXIBLE SPENDING ACCOUNT PLAN**

**Section 1. Hospitalization Insurance.**

A. **Basic Coverage.** The County shall provide, subject to the cost-sharing provisions of this agreement, a hospital-medical-dental-vision insurance plan for each employee and their legal dependents.

1. At the employee's option, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

Effective February 1, 2005, the benchmark insurance plan provided shall be the Community Blue PPO Plan CB-6, with Preferred Prescription Drug Rider (\$10.00 generic/\$20.00 brand name Co-Pay) with three month mail rider, if available; if not, with two month mail rider, or another carrier which in the discretion of the County provides a comparable benefit level.

B. **Benchmark.** The Employer's cost of the above Community Blue PPO Plan CB-6 shall establish the benchmark for all Employer obligations. In the event the premium cost for an optional Health Insurance Plan elected by the employee exceeds the Employer's premium cost for the Community Blue PPO Plan CB-6 with \$10.00/\$20.00 prescription drug rider and

\$10.00 office visit, the differential in premium cost shall be paid by the employee through payroll withholding and the employee shall so authorize in writing at the time of election of the option.

C. Optional Alternative Health Plans.

1. In the Employer's discretion and consistent with State and Federal laws and rules and regulations, the Employer may offer optional alternative health insurance plans for eligible employees and their legal dependents.
2. In addition to PPO plans with higher benefit levels, a Blue Care Network Plan (HMO) shall also be offered.

D. Waiver Option.

1. An employee who is eligible for medical-hospitalization insurance via another source and who executes an affidavit to that effect may elect not to enroll in any health insurance plan provided by the County.
  - a. The decision to waive coverage shall be made once per calendar year.
2. A waiver agreement drafted by the Employer shall be executed by the employee.
3. In the event an employee executes such a waiver, the Employer shall pay an amount equal to One Thousand Two Hundred Dollars (\$1,200.00) directly to the employee as taxable compensation at the termination of

the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.

4. The current payment of \$1,200.00 in lieu of enrollment in health insurance shall be increased to \$1,800.00 (or such other amount of increase as is implemented by the County) in the event the amount is increased for either non-represented and/or AFSCME employees.
5. Employees losing medical coverage from another source during the plan year shall provide sufficient advance notice so that the employee and dependents, where eligible, can be re-enrolled in a health care plan beginning the first day of the month following the effective loss of coverage.

E. Employee Cost-Sharing.

1. Employees with a date of hire prior to November 1, 1994, shall cost share 10% of the net cost (post FOC State reimbursement) of the applicable premium by payroll withholding for whatever insurance plan is selected by the employee.
2. Employees hired after November 1, 1994, shall cost-share 20% of the net cost (post FOC State reimbursement) of the applicable premium by the

employee by payroll withholding for whatever insurance plan is selected by the employee.

F. No Double Health Insurance Coverage.

1. No employee shall be eligible for double health insurance coverage in a circumstance where their spouse also works for Shiawassee County or any of its Offices, Courts or Departments.
2. Under such circumstances, there shall only be one (1) health insurance coverage for the employee and such employee and their spouse must make an election as to which employee will be the primary insured.
3. In the event the employee in this Bargaining Unit waives health insurance coverage as the primary insured, the Employee shall be paid \$1,200.00 per year on a pro rata basis per Section D above.

G. COBRA. The Employee shall have the option, upon termination and/or layoff of employment, of individually assuming the cost of the hospital-medical-dental-vision insurance policy consistent with COBRA.

H. Retirement. The Employee shall have the option, upon retirement, of converting by individually assuming the cost of the hospital-medical-dental-vision insurance policy in which the Employee is enrolled at the time of retirement.

Section 2. Dental Insurance Plan.

The County will pay and provide a Dental Insurance Plan, (the plan commonly known as 80/50/50 with a \$1,000.00 annual maximum benefit per member) for all Employees and their dependents.

Section 3. Vision Insurance Plan.

The County will pay and provide a Vision Plan for all Employees and their dependents.

Section 4. Flexible Spending Account Plan.

The County will provide a Flexible Spending Account option for Employees consistent with Internal Revenue Service regulations.

**ARTICLE 24**

**LIFE INSURANCE**

**Section 1.** Each Employee regularly working thirty-two (32) or more hours per week shall be provided a Twenty-five Thousand Dollar (\$25,000) Term Life Insurance Policy and a Twenty-five Thousand Dollar (\$25,000) Accidental Death and Dismemberment Policy so long as the Employee is employed by the Court.

**Section 2.** The Employer shall pay the full premium for the above-stated insurance coverage.

## ARTICLE 25

### DISABILITY PLAN

Section 1. Employees shall be provided with a disability plan as follows:

- A. Elimination Period. The first forty-five (45) calendar days of any disability leave shall be covered by the Employee's accrued time.
- B. Self-insured Coverage.
  - 1. Beginning with the forth-sixth (46<sup>th</sup>) calendar day through the ninetieth (90<sup>th</sup>) calendar day, an Employee shall receive an Employer paid disability payment at seventy percent (70%) of their base pay rate as of the date of onset of disability with no deduction from the Employee's accrued leave or time off.
  - 2. Beginning with the ninety-first (91<sup>st</sup>) calendar day through the one hundred eightieth (180<sup>th</sup>) calendar day, the disabled Employee shall receive an Employer paid disability payment at sixty percent (60%) of their base pay rate as of the date of onset of disability with no deduction from the Employee's accrued leave or time off.
  - 3. The Employee may elect to use their accrued time to supplement the Employer paid disability pay.
  - 4. No leave time shall accrue based on disability payments under this plan.

C. Commercial Coverage.

1. Beginning with the one hundred eight-first (181<sup>st</sup>) day following onset of disability until age sixty-five (65) or a continuous period of three (3) years (whichever occurs first), an Employee shall receive sixty percent (60%) of their regular base pay rate as of the date of onset of disability from long-term disability insurance provided at the Employer's expense.
2. No leave time shall accrue based on disability payments under this plan.



**ARTICLE 26**

**WORKER'S COMPENSATION**

Each employee shall be covered by the applicable Worker's Compensation Statutes. In the event an employee covered by the 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 27

### OVERTIME

An employee may be required to work overtime. Overtime is defined as those hours work beyond forty (40) hours in a seven (7) consecutive day work week, which work 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, calculated at the rate of time – and – one – half, 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.

**ARTICLE 28**

**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 29

### 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 shall receive \$240.00.
2. Employees who have completed eight (8) years service with the Court and/or Shiawassee County shall receive \$360.00.
3. Employees who have completed twelve (12) years service with the Court and/or Shiawassee County shall receive \$480.00.
4. Employees who have completed sixteen (16) years service with the Court and/or Shiawassee County shall receive \$600.00.

Part – time employees shall also be entitled to longevity payments, which payments 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 30

### MILEAGE

Effective upon ratification of this Agreement, mileage reimbursement shall be at the rate of "cents per mile" established by the Board of Commissioners, that currently being thirty-eight (38) cents per mile for attendance to and from seminars, conventions, job-related training and at the rate of thirty-eight (38) 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 31

### PENSION PLAN

All employees hired prior to March 31, 1996 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 System, said plan being Benefit B-4, FAC-3, E2.

All employees hired after April 1, 1996 shall be authorized and eligible for a MERS benefit level of B-2, FAC-3, E-2.

The Court shall pay one hundred percent (100%) of the cost of the above stated Pension Plans. As a result, employees will not be required to contribute to the Pension Plan.

Employees hired after April 1, 1996 shall be given the opportunity to upgrade their B-2, FAC-3, E2 pension plan to a B-4, FAC-3, E2 pension plan, provided that the employees pay the full difference in cost between the two plans. This election must be exercised by the entire bargaining unit.

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

**ARTICLE 32**

**CLASSIFICATIONS AND PAY LEVELS**

**Section 1.** This contract shall incorporate the County's Wage/Classification Study.

**Section 2. Wage Classifications**

Clerk/Secretary FOC (Clerk/Typist)	Level 3
Deputy Circuit Court Clerk	Level 3
Account Clerk – FOC	Level 4
Judicial Assistant	Level 4
Support Caseworker (Casework Clerk)	Level 5
Circuit Court Reporter	Level 5
Deputy Court Administrator	Level 6
Project Coordinator - FOC (Program Mgr)	Level 6
Accounts Manager – FOC (Office Mgr)	Level 6
Caseflow Manager	Level 6
Law/Research Clerk	Level 7
Circuit Court Administrator	Level 8
Investigator – FOC	Level 8
Enforcement Officer	Level 8

**Section 3. 2006 Wage Scale**

- A. All Employees shall receive a base wage increase consistent with the 2006 wage schedule retroactive to January 1, 2006.
- B. In the event an employee's base wage rate as of December 31, 2005 exceeds the salary on the 2006 schedule below for the employee's respective classification and date of hire, the employee's 2006 wage will be "red-lined", i.e. remain at the rate in effect on December 31, 2005, until such time as progression on the wage scale results in a wage increase.

	<u>START</u>	<u>6 month</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>
03	23,351	29,937	24,540	25,814	27,157	28,569
04	25,457	26,097	26,750	28,143	29,606	31,145
05	27,659	28,353	29,065	30,576	32,165	33,838
06	30,243	31,001	31,779	33,432	35,170	37,000
07	32,923	33,748	34,596	36,394	38,287	40,278
08	25,630	36,791	37,713	39,674	41,762	43,908

**Section 4    Cash Payment.**

- A. The following Association personnel are to receive a one-time cash payment in the amount of 2% of the 2005 base wage not to be added to the base wage. The eligible personnel are Patt Carmody, Jenice Deming, Janice Foltz, Amber Linquist, Trudy Mills, Kim Shipman, Rhonda Robinson, Sandy Ostrander, Tina Beach, Tracy Thompson, Larry Sanderson, Janet Bates, Chris Gazella, Janice McKnight, Mary Jozwiak, Pat Mrva, Caroline Wilson, Janet Tithof, and Haven Dennis.

**Section 5.    2007 Wage Scale.**

- A. All Employees shall receive a base wage increase consistent with the 2007 wage schedule effective January 1, 2007.
- B. In the event an employee's base wage rate as of December 31, 2006 exceeds the salary on the 2007 schedule below for the employee's respective classification and date of hire, the employee's 2007 wage will be "red-lined", i.e. remain at the rate in effect on December 31, 2006, until such time as progression on the wage scale results in a wage increase.



	<u>START</u>	<u>6 month</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>
03	24,052	24,655	25,276	26,588	27,972	29,426
04	26,221	26,880	27,553	28,987	30,494	32,079
05	28,489	29,204	29,937	31,493	33,130	34,853
06	31,150	31,931	32,732	34,435	36,225	38,110
07	33,911	34,760	35,634	37,486	39,436	41,486
08	36,699	37,895	38,844	40,864	43,015	45,225

**Section 6. 2008 Wage Scale.**

A. All Employees shall receive a base wage increase consistent with the 2008 wage schedule effective January 1, 2008.

B. In the event an employee's base wage rate as of December 31, 2007 exceeds the salary on the 2008 schedule below for the employee's respective classification and date of hire, the employee's 2008 wage will be "red-lined", i.e. remain at the rate in effect on December 31, 2007, until such time as progression on the wage scale results in a wage increase.

	<u>START</u>	<u>6 month</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>
03	24,774	25,395	26,034	27,386	28,811	30,309
04	27,008	27,686	28,380	29,857	31,409	33,041
05	29,344	30,080	30,835	32,438	34,124	35,899
06	32,085	32,889	33,714	35,468	37,312	39,253
07	34,928	35,803	36,703	38,611	40,619	42,731
08	37,800	39,032	40,009	42,090	44,305	46,582

**ARTICLE 33**

**SAVINGS CLAUSE**

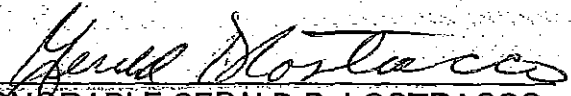
If any Article or portion of this Agreement should be held illegal or invalid by operation of law, or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In such event, the parties hereto shall enter into negotiations for the purpose of obtaining a mutually satisfactory replacement for that Article or portion of this Agreement held invalid.

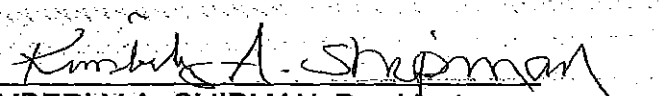
**EFFECTIVE DATE OF AGREEMENT**

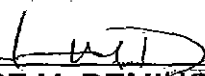
THIS AGREEMENT shall take effect as of, and be retroactive to January 1, 2006, except as provided herein, and shall terminate December 31, 2008. The parties hereto understand that a new Agreement shall be negotiated for the Agreement period commencing January 1, 2009; said contract negotiations to commence during October, 2008. In the event that a successor Agreement is not executed on or before expiration, 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.

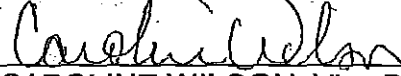
IN WITNESS WHEREOF, the parties have set their hands and seals this

26<sup>th</sup> day of January, A.D., 2007.

  
HONORABLE GERALD D. LOSTRACCO  
Chief Circuit Judge  
35<sup>th</sup> Judicial Circuit

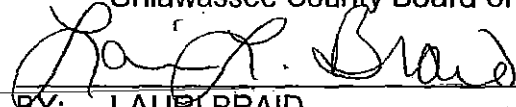
  
KIMBERLY A. SHIPMAN, President  
Circuit Court Employee's Association

  
JENICE M. DEMING, President Elect  
Circuit Court Employee's Association

  
CAROLINE WILSON, Vice-President  
Circuit Court Employee's Association

Acknowledgment:

  
BY: HENRIETTA SPARKES, Chairperson  
Shiawassee County Board of Commissioners

  
BY: LAURI BRAID  
Shiawassee County Clerk

**SECOND  
AMENDED AGREEMENT  
BETWEEN  
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS  
AND  
SHIAWASSEE COUNTY CIRCUIT COURT EMPLOYEE'S ASSOCIATION**

**WHEREAS**, the Employer and the Association have entered a collective bargaining agreement with a term running from January 1, 2006, through December 31, 2008, and amendment effective August 17, 2009 through December 31, 2009; and

**WHEREAS**, the parties recognize the budget pressure which exists for the 2010 budget year; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement to implement the changes which would result in significant savings for the 2010 budget year.

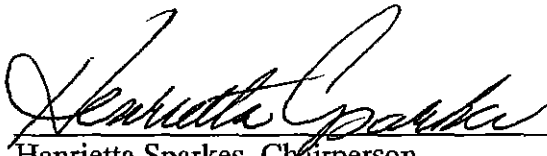
**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. Employees, except those listed below, in the above bargaining unit will take two (2) unpaid furlough hours each week beginning on January 1, 2010, except as otherwise stated in paragraph ii below, and ending June 30, 2010, unless a new agreement is reached, thus resulting in a 76-hour pay period. These employees are considered fulltime employees and are entitled to fringe benefits as specified in the agreement dated January 26, 2007.
  - a. The following employees will work the following hours. These employees will not be expected to take any additional furlough hours and will retain their fringe benefits as if they had not received a reduction in hours:
    - i. Christina Lichty: 38-hour workweek. 8 of those hours will be in the Shiawassee County Friend of the Court Office and attributable to the Friend of the Court budget.
    - ii. Patricia Carmody: 32-hour workweek. Mrs. Carmody will have Monday as her furlough day.
    - iii. Trudy Mills and Amber Lindquist: 36-hour workweek, and Michel Losey: 32-hour workweek. These employees will schedule their furlough hours through their Department Head, Circuit Court Clerk (County Clerk), effective 1/25/2010.
  - b. The following employees were part-time employees prior to the introduction of budget cuts and will remain part-time employees. Rhonda Robinson, working a 32-hour work week, and Tracy Thompson, working a 24-hour work week. These employees will not be expected to take any unpaid furlough hours.

2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated. Fringe benefits include, but are not limited to, paid sick leave, vacation, personal days, insurance coverage, funeral leave, and retirement.
3. This represents the total unpaid furlough hours for employees in this Association pursuant to this Agreement. To ensure the Court's operation from 8 a.m. to 5 p.m., Monday through Friday, employees will stagger their furlough hours. Furlough hours are to be scheduled at the sole discretion of their respective Department Heads.
4. The Employer and the Association agree that the provisions of this Second Amended Agreement shall be effective from and after January 1, 2010, except as otherwise stated in paragraph ii above, through June 30, 2010. If no new agreement is reached before the end of business on June 30, 2010, then the parties will operate under the agreement of January 26, 2007, i.e. employees will resume the 40-hour workweek and there will be no unpaid furlough hours.

**SHIAWASSEE COUNTY BOARD OF COMMISSIONERS**

**SHIAWASSEE COUNTY CIRCUIT COURT EMPLOYEE'S ASSOCIATION**



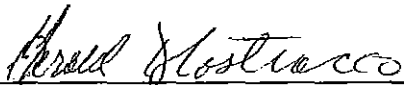
Henrietta Sparkes, Chairperson  
Shiawassee County Board of Commissioners

01-02-10  
Date



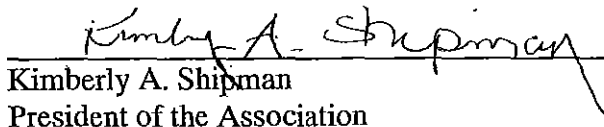
Lauri Braid, County Clerk

1-22-10  
Date



Hon. Gerald D. Lostracco  
35<sup>th</sup> Circuit Court Judge

1/21/2010  
Date



Kimberly A. Shipman  
President of the Association

1/21/2010  
Date



# Shiawassee County

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Margaret A. McAvoy  
County Administrator

May 14, 2010

Honorable Gerald D. Lostracco  
35<sup>th</sup> Circuit Court Judge, Shiawassee County  
208 North Shiawassee Street  
Corunna, MI 48817

**RE: Second Amended Agreement between Shiawassee County Board of Commissioners and Shiawassee County Circuit Court Employee's Association and letter dated January 21, 2010.**

Dear Judge Lostracco:

In the current agreement regarding furlough hours, condition set forth in section # 4 states:

**"If no new agreement is reached before the end of business on June 30, 2010, then the parties will operate under the agreement of January 26, 2007, i.e. employees will resume the 40-hour workweek and there will be no unpaid furlough hours."**

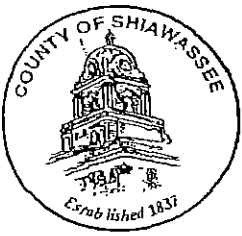
Please accept this letter as a formal request to extend the Second Amended Agreement with the Shiawassee County Circuit Court Employee's Association through December 31, 2010. Furlough agreements with other bargaining units are through December 31, 2010, as is the practice with Non-Represented Employees.

The financial situation of the County has not improved since the current agreement was signed and all indicators cause me to remain cautious and concerned. Thank you for your cooperation in this matter. If you, the Clerk or the Association have any questions or concerns, I will be happy to meet with you to address them.

Sincerely,

Margaret McAvoy  
County Administrator

Cc: Shiawassee County Board of Commissioners  
Lauri Braid, County Clerk  
Kimberly A. Shipman, President of the Association



# Shiawassee County

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Margaret A. McAvoy  
County Administrator

June 18, 2010

Honorable Gerald D. Lostracco  
35<sup>th</sup> Circuit Court Judge, Shiawassee County  
208 North Shiawassee Street  
Corunna, MI. 48817

Dear Judge Lostracco:

In reference to my May 14, 2010 letter to you regarding the Second Amended Agreement between the Shiawassee County Board of Commissioners and Shiawassee County Circuit Court Employee's Association, I am again requesting to extend the Second Amended Agreement with the Shiawassee County Circuit Court Employee's Association through December 31, 2010. As the current agreement expires June 30, 2010 this issue needs to be addressed.

Thank you for your leadership and cooperation in this matter. If you, the Clerk, or the Association have any questions please do not hesitate to contact me.

Sincerely,

*Margaret McAvoy /SM*  
Margaret McAvoy  
County Administrator

Cc: Shiawassee County Board of Commissioners  
Lauri Braid, County Clerk  
Kimberly A. Shipman, President of the Association