

2995

12/31/97

COLLECTIVE BARGAINING AGREEMENT

between

FOURTH JUDICIAL CIRCUIT COURT
TWELFTH DISTRICT COURT
JACKSON COUNTY PROBATE COURT

and

JACKSON COUNTY COURT
AND COURT RELATED EMPLOYEES
OF UNIT D LOCAL 2098

affiliated with

MICHIGAN COUNCIL NO. 25
AFSCME (AFL-CIO)

UNIT D

January 1, 1995 - December 31, 1997

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Jackson County (Twelfth District Court...)

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

...the ...

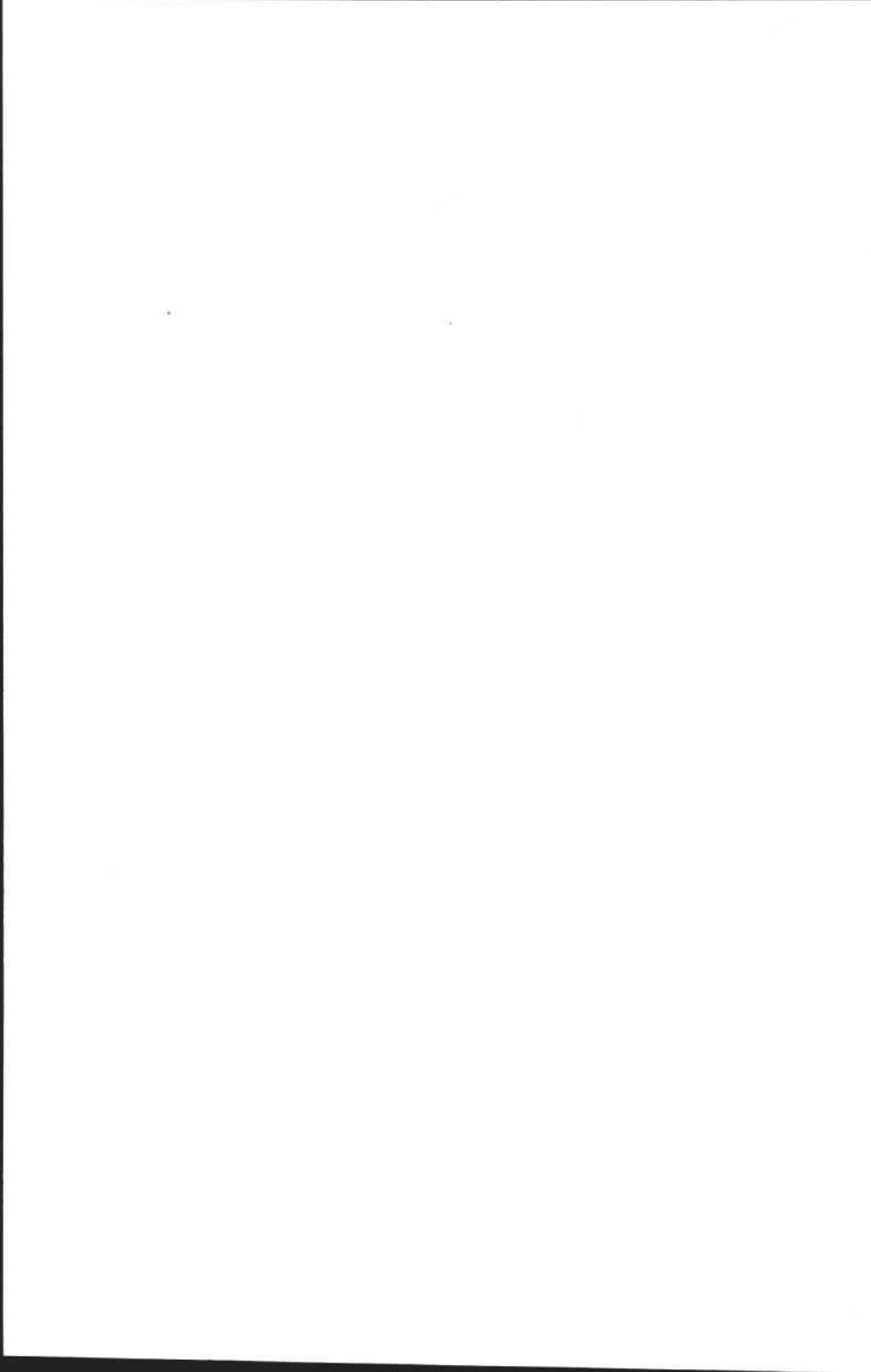
...the ...

...the ...

...the ...

INDEX

	<u>Page No.</u>
Annual Leave (Vacation).....	32
Definitions.....	2
Discipline.....	18
Duration.....	42
Employer and Union Responsibility.....	6
Funeral Leave.....	31
General Provisions.....	40
Grievance Procedure.....	15
Holidays.....	38
Hours.....	21
Insurance.....	26
Jury Duty and Court Leave.....	36
Lay-Offs.....	11
Leave of Absence.....	28
Letter of Agreement (JCYC).....	51
Letter of Understanding re: Circuit Court/Bailiff	50
Letter of Understanding re: Classification Change.....	53
Letter of Understanding re: Classification Change.....	54
Letter of Understanding re: District Court Classification Change.....	57
Letter of Understanding re: Facilities Classification Change.....	55
Letter of Understanding re: Shift Supervisor Leave Replacement.....	58
Military Leave.....	37
Paid Time Off.....	35
Pension.....	27
Personal Leave.....	34
Purpose.....	1
Overtime.....	23
Recognition.....	3
Section 125/Cafeteria Plan (Full-time).....	48
Section 125/Cafeteria Plan (Part-time).....	49
Seniority.....	7
Sick Leave.....	29
Union Representation Dues and Fees.....	4
Vacant Positions.....	12
Wages.....	24
Wage Schedule.....	44
Work Rules.....	18



**FOURTH CIRCUIT COURT
TWELFTH DISTRICT COURT
JACKSON COUNTY PROBATE COURT
and
JACKSON COUNTY COURT AND COURT RELATED EMPLOYEES
of UNIT D LOCAL 2098
affiliated with
MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)**

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April 1995, by and between the Fourth Circuit Court, the Jackson County Probate Court, and the Twelfth District Court, and their employees, recognized hereunder as being represented by the Jackson County Court and Court Related Employees, Unit D of Local 2098, and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO.

A. PURPOSE

1. The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the citizens of the State of Michigan, the Employer and the Union.

2. The parties recognize that the success of the judicial system depends upon the judges' ability to establish a proper service for the community, with due regard for the interests of the citizens of the community, the judiciary and court personnel. The parties further recognize that the Courts and their respective judges are vested with certain statutory, constitutional and inherent rights in order that the public's interest in its judicial system may be preserved and that such rights of the judiciary shall not be waived, thwarted or abridged by the terms of this Agreement.

3. To these ends, the Employer and the Union encourage friendly and cooperative relations to the fullest degree between their respective representatives at all levels and among all employees.

B. DEFINITIONS

1. EMPLOYER, DEPARTMENT, DIVISION. For the purpose of this Agreement, the word "Employer" means the respective judges, individually or collectively as the case may be of the 4th Judicial Circuit Court, a department consisting of the Circuit Court, Friend of the Court, and County Clerk - Court Services divisions; of the Jackson County Probate Court, a department consisting of the Probate Court, Youth Services, and Youth Center divisions; of the 12th District Court, a department consisting of the 12th District Court division.

The 12th District Court and the 12th District Court Probation Department shall be one department/division.

2. EMPLOYEE. For the purpose of this Agreement, the word "Employee" means all employees of the above mentioned court divisions, unless excluded in the recognition clause of this Agreement. The following employees are employed by the Employer.

a. Full-Time Employee. Employees who are regularly scheduled to work eighty (80) hours per eighty (80) hour pay period.

b. Part-Time Employee. Employees who are regularly schedule to work no less than forty (40) but no more than sixty (60) hours per eighty (80) hour pay period.

c. Temporary Employee. Employees who are regularly scheduled to work, but such employment may not exceed 100 calendar days. When a temporary employee is hired, the name of the temporary employee will be provided by the Employer to the Chapter Chairperson. In the event that a temporary employee is promoted to a full-time or part-time employee, his/her time worked as a temporary employee shall count toward establishing seniority status.

d. Casual Employee. Employees who are not regularly scheduled but are called to work as needed by the Employer. However, casual employees shall not be allowed to perform the duties of the Child Development Worker classification whenever Child Development Workers are available; except casual employees may substitute for scheduled Child Development Workers who are unable to work when scheduled due to illness, transporting, emergencies or union business. Days worked as a casual employee shall not count as days worked as a temporary employee. The Union will be notified when casuals are used.

3. UNION. For the purpose of this Agreement, the word "Union" as used herein, means the Jackson County Court and Court-Related Employees, Unit D of Local 2098 and Michigan Council No. 25, AFSCME, AFL-CIO.

4. IMMEDIATE FAMILY. For the purpose of this Agreement, "Immediate Family" means the employee's spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parents-in-law, and any other person for whose financial or physical care the employee is principally responsible.

For the purpose of Article S. Funeral Leave only, son-in-law and daughter-in-law are added to the definition of immediate family.

C. RECOGNITION

1. The Employer, a public employer under the Public Employment Relations Act, being 1947 PA 336, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the above mentioned Courts, and their Department/Divisions, excluding however, the following:

a Elected officials, professional employees, confidential employees and supervisory employees of the following Court divisions, as follows:

1. CIRCUIT COURT DIVISION. Judges, Court Administrator, Court Administrator's Secretary, Judicial Secretaries, Court Reporters, Administrative Assistant/Assistant Mediation Clerk, and full-time Law Clerk.

2. FRIEND OF THE COURT DIVISION. Friend of the Court, Assistant Friend of the Court, Chief Investigator, Accounting Supervisor, Hearing Referee, Senior Enforcement Officer, Confidential Secretary and Domestic Relations Mediator.

3. COUNTY CLERK - COURT SERVICES DIVISION. County Clerk, Chief Deputy Clerk and Jury Clerk.

4. PROBATE COURT DIVISION. Judges, Registrar, Deputy Registrar, Court Recorder.

5. YOUTH SERVICES DIVISION. Judges, Court Administrator, Deputy Registrar, Accountant, Judicial Secretary/Court Recorder, Probation Officers.

6. YOUTH CENTER DIVISION. Director, Assistant Director, Shift Supervisor, Assistant Shift Supervisor, Office Manager, Family Counselor, Food Service Supervisor.

7. TWELFTH DISTRICT COURT DEPARTMENT/DIVISION. Judges, Court Administrator, Magistrate, Judicial Secretaries/Court Recorders, Deputy Court Administrator, Administrative Assistant/Court Recorder, Court Services Manager, Assistant Deputy Court Administrator, Deputy Probation Administrator, Probation Services Manager, Sr. Probation Agent, and Probation Officers.

- b. All non-court related employees of Jackson County.
- c. Temporary and casual employees.

D. UNION REPRESENTATION DUES AND FEES

1. PURPOSE. The Employer and the Union agree that neither shall unlawfully discriminate against any employee because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership or non-membership in a union, nor shall the Employer or the Union or their agents, or their members, unlawfully discriminate against any employee because of his/her rights under PERA and this Agreement.

2. UNION AND NON-UNION MEMBERSHIP. All employees shall elect whether to voluntarily be a union member or voluntarily pay a representation fee. The Employer and Union agree that they will not discriminate, as set forth above, against any employee in regards to hire terms or conditions of employment in order to encourage or discourage union membership.

3. UNION ACCEPTANCE OF MEMBERSHIP. The Union agrees to accept into membership all employees who apply for Union membership. Payment of Union dues and fees uniformly required is a condition of Union membership and a condition of continued employment.

4. ELECTION OF MEMBERSHIP. Within thirty-one (31) days from the date of employment, or within thirty-one (31) days from the date this Agreement is executed, whichever is later, each employee shall elect whether or not to apply for union membership.

a. Election for Union Membership. Employees who elect to join the Union shall execute membership and dues authorization cards required by the Union.

b. Election Against Union Membership. Employees who elect not to join the Union shall execute the representation fee authorization card.

5. DEDUCTION OF FEES. The Employer shall deduct from the first paycheck of each month, union dues and fees or the representation fees as authorized by each employee.

6. DISCHARGE FOR NON-PAYMENT. Employees who fail to remain Union members, or in the alternative fail to pay the representation fee, shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer and the employee from the Union, unless the Employer is otherwise notified by the Union in writing within such period that such default has been rectified.

7. NOTICE OF NEW HIRES. The Employer will furnish the Union a list of all new hires at the end of each pay period.

8. NOTICE OF TERMINATION OF SENIORITY. In the event an employee's seniority is terminated, the Employer shall notify the Union in writing following the end of the month in which termination of seniority took place.

9. BARGAINING COMMITTEE. Employees shall be represented by a bargaining committee of not more than five (5) members, to be composed of: The Chapter Chairperson; one (1) member from the Circuit Court Department; one (1) member from the 12th District Court Department; one (1) member from Probate Court or Youth Services Divisions; one (1) member from the Youth Center Division. The Employer agrees to pay bargaining committee members for time lost from regular work during collective bargaining sessions. Reasonable arrangements will be made to allow all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify their Division Heads when they intend to be absent in order to attend collective bargaining sessions. The Union President shall be entitled to attend all collective bargaining sessions without pay, however, in the event the President is a member of the bargaining committee, the President shall serve with pay.

10. UNION STEWARDS. The Union shall be entitled to six (6) Stewards, including a Chief Steward; one (1) representing the 12th District Court employees; one (1) representing the 4th Circuit Court Department employees; one (1) representing the Probate Court and Juvenile Court employees; and three (3) representing the Youth Center Division employees (one for each 8 hour shift). Reasonable arrangements will be made to allow Stewards time off with pay during their regular working hours for the purpose of

investigating grievances and to attend grievance meetings. Stewards shall have access to court or office premises for the purpose of investigating and adjusting any complaints and grievances by arranging working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the Division/Department. Any requests for records or other documents by stewards should be made in writing to the Division or Department Head. The Division or Department Head will provide the information as quickly as possible. The Court or Office premises may be used for grievance interviews. Stewards shall investigate and present the grievance to the Division/Department Head through the grievance procedure. In the event the Steward is absent, alternate Stewards may perform their functions, provided they have conformed with the above requirements in notifying the Division/Department Head, giving him reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures. A list of Stewards and alternative Stewards shall be provided to the Employer by the Chapter Chairperson whenever changes are made.

11. **SPECIAL MEETINGS.** Special meetings of urgent or compelling nature concerning health and safety or other items in which time is important for both parties may be called by either party, in which event the parties shall endeavor to meet within seven (7) days time after such request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the Employer does not submit an agenda, no such meeting shall be held. Union representatives at such meetings will normally consist of the steward in the area affected, the Chairperson of the committee and the staff representative of the Council. Employees will be paid for time lost from regular working hours at such meetings.

12. **HOLD HARMLESS.** The union shall indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the Employer's compliance with the Union's security or check off provisions of this Agreement.

E. EMPLOYER AND UNION RESPONSIBILITY

1. The respective Judges hereby reserve and retain unto themselves all rights, powers, authorities, duties and responsibilities conferred upon and vested in the judiciary by the laws, statutes, constitutions of the State and of the United States, and the inherent power of the judiciary. The management of the business and administration of the respective courts is vested exclusively within the respective Judges, and the court reserves unto itself all management and administrative functions, including, but not limited to, the full and exclusive control of the content of the work, the direction, supervision and the operation of the judicial business and administration of the courts, including all court employees or those assigned to a court. This authority of management shall include, among others, the right to hire new employees, to establish compensation and fringe

benefits for its employees within the authorized divisional budgets, to direct the work force, to discipline, suspend or discharge for cause, to establish classifications and job requirements, to lay off employees because of lack of work, or the elimination of divisions, to combine or split up divisions, to rearrange work assignments, to determine working hours and schedules, including any overtime hour requirements, to decide on functions to be performed, to establish methods of recording work hours or employees, to establish standards of quality all of which shall be subject to and be in conformity with the applicable express provisions of this Agreement. These rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are a part of the business of the judiciary. Any powers or authority of the judiciary which are not abridged, delegated or modified specifically by this Agreement are retained by the respective Judges.

The employer has discretion to establish and change the work location and duties of the employees in the 12th District Court within the scope of the respective job descriptions. Should any change prove to be unsatisfactory to either the Employer or the employee, it shall be reviewed by the Employer with the employee, with consideration being given to the needs of both, in an attempt to accommodate all concerned.

2. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No member of the Union will strike or engage in a refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The union agrees that it will not cause, engage in or authorize its members to engage in any such action or interfere with the services rendered by the Employer. This restriction shall apply to the Employer and the Union even though all steps of the grievance procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the Employer and any of its employees. The grievance procedure will be the final method of disposing of any such disputes between the parties and lockouts, strikes, or other economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

F. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a sixty (60) working day probationary period, which shall be accumulated within not more than 180 calendar days from the date of hire.

2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than thirty (30) working days, upon the mutual agreement of the Employer and the employee affected. The Union shall be provided a copy of each such agreement by the Employer.

3. UNION REPRESENTATION DURING PROBATIONARY PERIOD. The Union may represent employees during the probationary period for the purpose of collective bargaining with respect to initial determination of their rates of pay, hours of employment, or other conditions of employment. However, employees disciplined, discharged, or laid off during the probationary period shall not have the recourse to the terms of this Agreement, except with respect to health and safety measures.

4. WAIVER OF PROBATIONARY PERIOD. The Employer may grant a probationary employee seniority status prior to the end of the probationary period.

5. SENIORITY STATUS. Upon successful completion of the probationary period or upon waiver of the probationary period by the Employer, the employee shall have seniority status.

6. SENIORITY DATE. Each employee's seniority date shall be sixty (60) working days prior to completion of the probationary period, but not before the employee's hire date. The seniority date of the employees hired on or after January 1, 1985 shall be their last date of hire. Each employee's hire date is the first day of work for the Employer as a temporary or regular employee in continuous full-time or part-time employment.

7. ANNIVERSARY DATE. Each employee's anniversary date shall be one year intervals from the hire date.

8. SENIORITY LIST. The Employer shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee with seniority status. The Employer shall submit the seniority list to the Union prior to July 15 and December 30 each year.

9. APPLICATION OF SENIORITY. The Employer agrees to recognize and apply the principle of seniority as follows:

a. Divisional Seniority. Only divisional seniority (consecutive service within a division) shall apply for purposes of shift preference, annual leave preference, personal leave preference and paid time off preference, temporary transfers and regular day off preference for seven to fourteen (7-14) day operations. Divisional seniority shall be applied before departmental seniority for purposes of layoffs and filling vacant positions.

b. Departmental Seniority. Departmental seniority (consecutive service within a department) shall apply as follows:

1. For purposes of bumping and recalls, departmental seniority shall apply as set forth in Section G. For purposes of layoffs and filling vacant positions,

departmental seniority shall apply after the application of divisional seniority as set forth in Sections G. and H. respectively.

2. Employees hired by a department from another department within Union D will retain their accrued departmental seniority only for purposes of wage progression increases, longevity pay, pension, sick leave, annual leave, hospital and medical insurance, life insurance, and the dental/optical program; provided, however, that an employee who applies for a position in another department may agree in writing to waive his/her departmental seniority for any or all of such purposes.

c. Unit-Wide Seniority. There shall be no unit-wide seniority, except employees hired in Unit D from Units B or C shall retain their accrued Unit B or C seniority (length of service from last date of hire in Unit B or C) only for purposes of wage progression increases, longevity pay, pension, sick leave, annual leave, hospital and medical insurance, life insurance, and the dental/optical program; provided, however, that Unit B or C applicants may agree in writing to waive their accrued seniority for any or all such purposes.

d. Transfer Out of Bargaining Unit Employees transferred to a non-bargaining unit position in any department in Unit D shall retain their accumulated divisional and departmental seniority as of the date of such transfer, but shall not continue to accumulate any divisional or departmental seniority while they serve in the non-bargaining unit position.

10. SUPERSENIORITY OF UNION REPRESENTATIVES. The Chairperson, Secretary, and Chief Steward of the Chapter, and the President, Vice-President, Secretary and Treasurer of the local shall be entitled, in the event of layoff, notwithstanding their position on the seniority list, to be continued at their work as long as there is a job in their division or in other divisions with employees under this Agreement which they can perform either on the basis of their past qualification, having held the position, their experience, training and physical, educational or technical qualifications. The stewards shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their division as long as work is being performed in their particular division, or other divisions under their jurisdiction where other employees are working. Similarly, in the event they are laid off, they shall be recalled to work in the event of layoff on the first open job in the division which they can perform within their established classification. This provision is subject to any ruling voiding the same by the Michigan Employment Relations Commission, or the Supreme Court or the Appellate Courts of the State of Michigan having continuing jurisdiction over the personnel and operations of the Courts.

11. LOSS OF SENIORITY. An employee shall lose his/her seniority rights for the following reasons (all time periods set forth in sub-paragraphs (b), (c), and (d) may be

waived if the employee provides a legitimate excuse acceptable to the Employer for failure to notify or report within the time required, which shall be subject to the grievance procedure):

a. The employee quits or is discharged for cause.

b. The employee is absent for three (3) consecutive working days without good cause and without notifying the Employer and obtaining a leave of absence. The Employer will issue a termination notice in such case.

c. An employee is notified by personal notice (e.g., telephone or personal communication) to report for work and fails to report for five (5) working days after he/she was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the Employer, and the employee fails to report for five (5) days following the time he/she was supposed to report for work, based on the postmark of his/her notice, then in such event he/she shall be considered to have quit. Notice will be given the Union in the event of the employee's failure to report within the required time.

d. The employee fails to report within three (3) days following the expiration of a leave of absence, vacation or holiday.

e. Falsification of reasons for a leave of absence or statements on the employee's application. This shall not relate to false statements made over two (2) years ago.

f. An employee with less than one (1) year of seniority will lose his/her seniority if he/she is laid off for a period equal to the length of time of his/her seniority. Employees with more than one (1) year of seniority will lose their seniority if laid off for a continuous period equal to their seniority acquired at the time of layoff or for a period of eighteen (18) months, whichever is longer.

12. SENIORITY STATUS/MILITARY SERVICE. An employee actively serving in the armed forces of the United States shall not lose his/her seniority status but, upon release from service under honorable conditions, he/she shall be re-employed by the Employer under the provisions of the Universal Military Training and Service Act, provided he/she reports for work within ninety (90) days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has achieved an undesirable discharge, the Employer will review his/her case with the Union as to whether or not he/she should be re-employed, but generally, such persons shall not be entitled to re-employment.

The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

G. LAYOFFS

1. TEMPORARY LAYOFFS. A temporary layoff is a layoff for a period of five (5) days or less.

2. PERMANENT LAYOFF. A permanent layoff is a layoff in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given division within the bargaining unit by classification.

3. LAYOFF PRIORITIES. In the event of a permanent or temporary layoff, employees will be laid off in the following order within their division by classification.

- a. Casual employees
- b. Temporary employees
- c. Probationary employees
- d. Part-time employees
- e. Full-time employees

The Employer may continue to employ casual or temporary employees while bargaining unit employees are laid off if no employees not on layoff within the division or classification are available to perform the work; provided laid off employees shall be given the first opportunity to work as casual or temporary employees within their division and classification.

4. LAYOFF NOTIFICATION. In the event of a temporary or permanent layoff, employees shall be notified in writing by the Employer at least five (5) days prior to the layoff. The Union shall be given a list of such laid off employees at the same time.

5. BUMPING.

a. Employees on temporary layoff may not exercise their seniority rights to bump into other positions.

b. In the event of a permanent layoff, employees shall be transferred, based on their departmental seniority, in the following order within their department, provided they have either held the position previously or have the qualifications, experience and training required to immediately fill the position.

1. Into the position of the least senior employee within the same classification.
2. Into the position of the least senior employee in another classification at the same pay level.
3. Into the position of the least senior employee in another classification at the next lower pay level.
4. Into the position of the least senior employee in another classification at any lower pay level.

This procedure shall be applied for each employee replaced by application of this procedure until the employee is transferred or laid off.

6. RECALL. When the work force in a department is to be increased after a layoff, employees on layoff from that department shall be recalled according to departmental seniority, provided the employee has the qualification and ability to perform the available work without further training.

7. NOTICE OF RECALL. Notice of recall may be made by telephone, by telegram or by registered or certified mail. In the event of telephone notice, the steward shall be present.

8. EFFECT OF LAYOFF ON FILLING VACANT POSITIONS. Vacant positions which occur during a layoff shall be filled according to Article H. An employee on layoff or who has bumped or been bumped shall be deemed to be an employee of his/her previous division for purposes of Article H. for a period of eighteen (18) months and shall accumulate divisional seniority in the division to which he/she bumped.

H. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is rightfully discharged, is transferred or is granted a leave of absence exceeding sixty (60) working days.

The employer has discretion to establish and change the work location and duties of the employees in the 12th District Court within the scope of the respective job descriptions. Should any change prove to be unsatisfactory to either the Employer or the employee, it shall be reviewed by the Employer with the employee, with

consideration being given to the needs of both, in an attempt to accommodate all concerned.

2. VACANT POSITION POSTINGS. If the Employer determines to fill the vacant position, it shall be published by being posted on the Union bulletin boards in departments that have Unit D employees over the signature of the Division Head or their authorized representative for a period of five (5) working days. Hours will be indicated on part-time posting, but the Employer retains the right to indicate "flexible hours" where appropriate. A copy of the posting shall be sent to the Chapter Chairperson.

Vacant positions may be posted for four (4) working days in the department/division where the vacancy occurred.

3. APPLICATION FOR VACANT POSITION. An employee desiring to be transferred to a posted vacant position shall make written application to the person who signed the vacant position posting.

4. FILLING VACANT POSITIONS.

a. Vacant positions shall be filled by the most senior applicant within the division who has the qualifications and ability to perform the work.

b. If there are not qualified applicants from the division, the vacant position shall be filled by the most senior applicant within the department if qualifications, ability to perform the work, and matters such as experience, training, education, physical and technical qualifications required are equal.

5. FILLING VACANT CIRCUIT COURT CLERK AND SENIOR PROBATE CLERK POSITIONS. Bids will be accepted unit wide for vacant Circuit Court Clerk and Senior Probate Clerk vacancies. The Judge of the Court to which the Clerk is to be assigned shall have the discretion to determine the qualifications of the employees (or others) or bid for the position. If, in the discretion of the Judge, the applicant(s) does not have the qualifications or ability to perform the work, or in the Judge's discretion, the employee did not have the ability or did not appropriately perform the work after the employee completed a trial period, the Clerk, with the concurrence of the Judge, may fill the position with an applicant outside the unit.

Applicants for the position shall, to the Employer's satisfaction, complete a trial period as set out below.

6. FILLING VACANT INVESTIGATOR POSITIONS IN FRIEND OF THE COURT.

Investigator/Caseworker classifications are separated into different positions with updated and separate job descriptions. Investigators shall be responsible for all investigations required by Friend of the Court Office. The filling of vacant Investigator positions shall be at the discretion of the Friend of the Court and not subject to union seniority rights.

7. TRIAL PERIOD.

a. Employees who are transferred to a vacant position shall be given a period of up to ten (10) working days to establish their ability to perform the work. The trial period may be extended up to an additional 40 working days upon the written mutual agreement of the division head and employee affected. The Union shall be provided a copy of each agreement by the Employer.

b. In the event an employee is found to be unable to perform the work required, the employee shall be returned to his/her prior position, and the Employer may transfer or employ the next eligible applicant to the vacant position without reposting the vacant position.

c. An employee who successfully completes the trial period shall be ineligible to make application for a vacant position for a period of six (6) months, unless waived by the employee's division head.

8. TEMPORARY VACANT POSITION. A temporary vacant position exists when an employee is absent from his/her position for any number of consecutive two-hour integrals which do not exceed sixty (60) working days.

9. FILLING TEMPORARY VACANT POSITIONS. The Employer may fill a temporary vacant position with a temporary employee or by transferring an employee into the position for a period not to exceed sixty (60) working days.

10. RATE OF PAY/PROMOTIONS. Employees promoted to a higher classification shall enter the wage progression of the higher classification at the level reflected by their current seniority.

11. RATE OF PAY/TRANSFERS. Employees transferred to a temporary vacant position shall be paid the rate of pay, based on their current seniority, for their current classification or the classification of the temporary vacant position, whichever is higher.

12. RATE OF PAY/NEW EMPLOYEE. If a vacant position or a temporary vacant position is filled with a new employee with prior experience, the employee may commence his/her pay progression at the eighteen (18) month step. If this is done, the Chapter Chairperson shall be notified in writing.

I. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all steps of the grievance procedure.

2. DEFAULT SETTLEMENT OF GRIEVANCE. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.

3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.

4. EXTENSION OF TIME PERIODS. The parties may extend the time periods within the grievance procedure by mutual written agreement.

5. WORKING DAY DEFINITION. For the purpose of the grievance procedure, working days shall be defined as Monday through Friday excluding holidays.

6. RETROACTIVE PAYMENT OF WAGES. Any grievance relating to payment of wages shall not be retroactive beyond the pay period proceeding the filing of the grievance.

7. MEETINGS CONCERNING GRIEVANCES. Union representatives shall meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union representatives shall attend such meetings with pay. The Employer shall provide to the Chapter Chairperson a list of department heads, division heads, supervisors and the labor relations committee of the Court.

8. GRIEVANT ATTENDING MEETINGS. The grievant may attend all meetings concerning his/her grievance with pay.

9. GRIEVANCE PROCEDURE.

STEP 1.

a. Oral Presentation of Grievance to Supervisor. An employee having a grievance shall, with the Steward, present it orally to his/her immediate supervisor within five (5) working days from the knowledge of its occurrence. In the event the immediate supervisor is a Judge, the grievance may be presented to the respective Court Administrator, Court Director or Probate Registrar.

b. Written Presentation of Grievance to Division Head. If the grievance is not settled orally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated and the remedy desired. They shall each sign the grievance and submit it to the employee's division head within five (5) working days from the date of receipt of the supervisor's response to the original oral grievance.

c. Written Response to Grievance by Division Head. The division head shall respond to the grievance in writing within five (5) working days following the date of the presentation of the written grievance.

STEP 2.

a. Written Presentation of Grievance to Court Administrator. If the grievance is not settled at Step 1, and the steward and employee wish to proceed further with the grievance, they may submit a signed written appeal to the court administrator within five (5) working days from the date of receipt of the division head's written response.

b. Written Response to Grievance by Court Administrator. The court administrator shall respond to the grievance in writing within five (5) days following the date of the written appeal.

c. Division Head and Court Administrator Same Person. In the event the division head is also court administrator, Step 2 of the grievance procedure does not apply.

d. Deputy County Clerk Classifications. The County Administrator shall serve as Step 2 of the grievance procedure for employees in the Deputy County Clerk classification. If the grievance is not settled at Step 2 it may proceed to Arbitration.

STEP 3.

a. Written Presentation of Grievance to Labor Relations Committee of the Court. If the grievance is not settled at Step 2, and the Union wishes to proceed further with the grievance, the Chapter Chairperson may submit a signed written appeal to the court administrator for consideration by an Ad Hoc Labor Relations Committee of the Court within five (5) working days from the date of receipt of the court administrator's written response.

b. Meeting to Discuss Pending Grievance. At least two (2) representatives of the Labor Relations Committee of the Court, and two (2) representatives of the Union shall meet at a mutually agreeable time within ten (10) working days of the date of receipt by the Labor Relations Committee of the Court of the written appeal.

c. Mutual Decision. A mutual decision in writing may be given within ten (10) working days of the meeting.

d. Labor Relations Committee of the Courts Decision. In the event that a mutual decision cannot be reached, the Labor Relations Committee of the Court shall respond in writing within ten (10) working days of the meeting.

STEP 4.

a. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

b. Settlement of Matter Submitted to Arbitration. The Union and Employer shall have full authority to settle any matter subject to arbitration before, during or after the matter has been submitted, and the employee will be bound thereby, provided that the Union has fulfilled its duty of fair representation.

c. Notice of Intent. Notice of Intent to submit to Arbitration shall be given within fifteen (15) working days from the end of Step 3, together with a request for an arbitrator from the American Arbitration Association.

d. Selection of Arbitrator. The Arbitrator shall be selected under the rules of the American Arbitration Association.

e. Decision of Arbitrator. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union and may be enforced by a Circuit Court of competent jurisdiction.

f. Appeal of Arbitrator's Decision. There shall be no appeal from the Arbitrator's decision.

g. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator will be paid equally by the Employer and the Union.

J. WORK RULES

1. WORK RULES. The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the Court or the welfare and safety of employees.

2. PRESENTATION TO UNION. At least ten (10) days prior to publication, the Employer shall submit proposed work rules to the Union. In the event that the Union believes a work rule is in conflict with or modifies the provisions of this Agreement, or is unjust or unreasonable, then, following the publication and establishment of such rule by the Employer, the Union may file a grievance with respect thereto commencing at Step 3 of the grievance procedure. If the Union does not grieve within ten (10) days of publication, the Union may not grieve with respect to the work rule unless the Employer enforces the rule through disciplinary action.

3. ENFORCEMENT OF WORK RULES. The Employer shall uniformly and consistently enforce work rules.

4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each employee by the Employer.

5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the Employer.

6. SAFE AND HEALTHFUL WORKING CONDITIONS. The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the Employer in its efforts to have the employees comply with all safety, sanitary and fire regulations.

K. DISCIPLINE

1. PURPOSE OF DISCIPLINE. The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his or her actions and to correct the employee's behavior. Disciplinary action should be taken in a reasonable period of time after knowledge by the Employer. In the event extenuating circumstances arise that delay disciplinary action, the Employer shall notify the Union.

2. COUNSELING. Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.

3. DISCIPLINARY HEARINGS.

a. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the employee affected shall have an opportunity to participate in a disciplinary hearing.

b. Notice of Hearing. The division head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

c. Steward Present at Hearing. The respective union steward shall attend the disciplinary hearing if requested by the employee. If the employee does not desire to have the steward present, he/she shall so state in a writing submitted to the division head.

d. Conduct of Hearing.

1. Disciplinary hearings shall be conducted in private and in a manner that will not embarrass the employee.

2. The employee must receive an explanation of the charges against him/her as well as the known facts surrounding the incident.

3. The employee may give arguments or explanations concerning the charges made if he/she so desires.

e. Employee Refusal to Participate in Hearing. If an employee refuses to participate in or fails to attend a disciplinary hearing, the employee shall be notified in writing of the charges and disciplinary action decided upon.

4. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

a. Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. While there is no formula to use in deciding which

disciplinary action to take, if immediate discharge is not warranted the following factors will be considered.

1. The seriousness of the offense.
2. The employee's disciplinary and work records (the Employer shall not take into account any work rule violations incurred more than two (2) years previously).
3. The employee's length of service.
4. The Employer's past practice in similar or identical cases.
5. Circumstances surrounding the incident that are either mitigating or aggravating.

b. Conference with Court Administrator. Before a division head shall decide upon a disciplinary action for an employee, he/she shall confer with the Court Administrator. It is not necessary for the County Clerk to confer with the Court Administrator prior to disciplining a Deputy County Clerk or throughout the disciplinary process (Section 5.d. Suspension, Section 5.e. Discharge).

5. TYPES OF DISCIPLINARY ACTION.

a. Generally. Disciplinary actions fall into the several categories following. The sequence of disciplinary actions listed is a general guide and a step-by-step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b. Oral Warning. An informal means by which a division head calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the division head and included in the employee's personnel file. A copy of the written record shall be provided to the employee, steward and chapter chairperson.

c. Written Warning. A formal means by which a division head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided, and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file and another copy shall be provided to the Chapter Chairperson and steward.

d. Suspension. This action temporarily suspends an employee from employment with the Court and from being paid by the Court for a definite period of time. The Court Administrator shall review the proposed suspension of court employees for work

rule violations or unsatisfactory job performance and submit his/her recommendations to the Chief Judge for final approval. Suspensions carry with them the following:

1. Loss of pay for the time period specified;
2. Employee may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reasons for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and Steward.

e. Discharge. This action permanently removes the employee from employment with the Court. The Court Administrator shall review the proposed discharge of court employees for work rule violations or unsatisfactory job performance and submit his/her recommendations to the Chief Judge for final approval. Before being discharged, the employee shall be given a written memorandum or letter specifying the reasons for the discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and Steward.

f. Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and submitted to the Labor Relations Committee of the Court at Step 3 of the grievance procedure within five (5) working days from the date of such disciplinary action.

L. HOURS

1. FULL-TIME EMPLOYEES. All full-time employees shall be paid on a bi-weekly basis for the hours set forth below, except as the Employer may otherwise require in the event of Saturday, evening or overtime work.

2. HOURLY EMPLOYEES. All part-time, temporary and casual employees shall be regarded as hourly and paid on an hourly basis for the number of hours worked every two week pay period.

3. HOURS. The hours of work for employees shall be eight (8) hours per day as scheduled by the department head.

4. DAYS. The days of work for employees shall be five (5) consecutive days per calendar week as scheduled by the department head.

5. NORMAL WORK DAY. The normal work day shall consist of eight (8) hours which is to be determined by the Employer, with one (1) hour lunch break as scheduled by the division head.

FLEX TIME. When an employee is requested to be at a County or Court meeting or program that is outside of work hours, flex time will be allowed for the employee on that work day. When the meeting or program is eight (8) hours or more flex time will be allowed within a three week period.

6. NORMAL WORK WEEK. The normal work week shall consist of forty (40) hours, Monday through Friday.

7. THREE SHIFT OPERATIONS.

a. Normal Work Day. The normal work day shall consist of eight (8) hours per shift as follows: 7:00 a.m. to 3:00 p.m., 2nd Shift - 3:00 p.m. to 11:00 p.m., and 3rd Shift - 11:00 p.m. to 7:00 a.m.

b. Normal Work Week. The normal work week shall consist of five (5) consecutive days per seven (7) day period, as scheduled by the division head. This section shall not apply to part-time employees.

c. Lunch Break. Employees shall eat free meals as prepared at the Youth Center during their eight (8) hour shift.

d. Shift Premium Entitlement. Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift premium payment.

8. REST PERIOD. Employees may take one fifteen (15) minute rest period before the lunch period and one fifteen (15) minute rest period after the lunch period as scheduled by the division head.

9. AMENDMENT OF NORMAL WORK DAY. The normal work day scheduled shall not be changed more than one (1) hour from those stated above.

10. NEW SHIFTS. The Employer shall confer with the Union before creating new shifts.

11. TARDINESS. Employees late in reporting for work will be docked one-tenth of an hour for each six (6) minutes or portion thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness, subject to the work

rules. Youth Center employees may be replaced if they have not arrived at work by fifteen (15) minutes after the start of their shift.

12. RECORD OF HOURS. Employees shall indicate the hours of work for each day during the two week pay period on a form provided by the Employer. Employees shall sign and date the form and submit it to their supervisor for approval.

M. OVERTIME

1. OVERTIME. In emergencies, or when the press of duties require, the Employer may prescribe reasonable periods of overtime work to meet operational needs.

2. OVERTIME DEFINITIONS. Hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours per week for all employees, or in excess of eighty (80) hours per two week pay period shall be considered overtime. Day means the twenty-four (24) consecutive hour period beginning with the employee's starting time each work day.

Overtime in excess of forty (40) hours per week will not be paid when overtime occurs at the start of a regularly scheduled shift rotation period.

Each quarter the Employer shall provide the Chapter Chairperson of the Union with a copy of overtime earned by each member of the bargaining unit.

3. OVERTIME AUTHORIZATION. For an employee to be eligible for overtime compensation, the Employer must prescribe or authorize overtime work.

4. OVERTIME COMPENSATION. Employees shall be compensated for overtime by time off equal to one and one-half times the overtime worked or by payment of wages at time and one-half times the overtime worked. Employees shall normally be entitled to compensation by payment of wages, unless notified in advance that compensatory time will be allowed within the two week pay period.

5. LEAVE TIME AFFECTING OVERTIME. No leave time shall be counted as hours worked in determining daily overtime, but leave time shall count as hours worked in determining pay period overtime.

6. OVERTIME/EMPLOYEES EXCLUDED FROM BARGAINING UNIT. Employees excluded from the bargaining unit shall not be used for the purpose of replacing employees for the purpose of overtime.

7. OVERTIME/PROBATIONARY EMPLOYEES. Probationary employees shall not work overtime when seniority employees are available.

8. ASSIGNMENT OF OVERTIME. Overtime in the Child Development Worker classification shall be offered on a rotating basis to the full-time employees in the classification.

Overtime for full-time cooks at the Youth Center shall be offered on a rotating basis.

An employee who accepts four (4) or more hours of overtime will be placed on the bottom of the rotation list.

N. WAGES

1. 1995 - 2.5% increase in wage rates retroactive to 01/01/95 for employees on the payroll when contract is approved and retirees.

Two percent (2%) bonus payment on first payday after contract is approved. Based on 1995 wage rate and calculated on hourly rate times scheduled hours (2080 or as scheduled part-time). Not added to salary schedule.

2. 1996 - 2.5% increase in wage rates.

3. 1997 - 2.5% increase in wage rates.

\$50 per year added to wages of Investigators in Friend of the Court and Bailiffs in District Court.

4. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a lump sum on the first payday in December of 1995, 1996 and 1997 as follows.

<u>Completion of</u>	<u>Percent of Annual Pay</u>
5 through 9 years	2%
10 through 14 years	3%
15 or more years	4%

The longevity payment shall be determined by length of service occurring between December 1 and November 30 of each year. In order to be eligible for any longevity pay, the employee must be on the payroll on November 30.

5. SHIFT PREMIUM. The shift premium for employees working on the second and third shifts shall be \$.40 per hour.

6. EARLY REPORTING. Employees called in ahead of their regular shift or called in following the end of their regular shift shall be entitled to either two hours reporting pay, or one and one-half times his/her regular rate for the time actually worked, whichever is more. Any employee reporting for duty at the Employer's request for work which is outside of and not continuous with the employee's regular work period shall be guaranteed four (4) hours of work, except an employee reporting for in-service training shall only be paid for the actual time spent at such training.

7. WAGE RATE/FILL-INS. In the event that an employee's normal job duties require that employee to fill in for another employee during lunch break and/or rest periods, the employee filling in shall be paid at his/her current rate of pay.

8. WAGE RATE/NEW CLASSIFICATION. In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

a. Union Notification. The Employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified, and propose a pay rate for the classification.

b. Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Employer.

c. Submission to Grievance Procedure. If the Union and Employer cannot agree on the pay rate through negotiations, the matter may be submitted at Step 3 of the grievance procedure. In the event the matter is not submitted to arbitration the classification and rate shall be established by the Employer.

9. PAY DAY. The regular pay day for all employees shall be every other Friday. Employees working at the Youth Center on second or third shift shall receive their paycheck at the end of their shift on Thursday at 8:00 p.m. for second shift or Friday, if they are regularly scheduled for such shifts and are working the same.

10. WAGE SHORTAGE. If there is a shortage in gross pay of more than ten dollars (\$10.00), it shall be corrected by the Employer no later than the following Wednesday. If there is a shortage in gross pay of ten dollars (\$10.00) or less, it shall be corrected in the next paycheck.

11. WAGE OVERPAYMENTS. If there is an overpayment of gross pay, it shall be corrected in the next paycheck.

O. INSURANCE

Sections 1, 2, 4 and 6 will remain in effect for each eligible employee until 09/01/95 when eligible employee elections in the Cafeteria Plan are implemented. The Cafeteria Plan is open only to eligible active employees. (Cafeteria Plan Options reflected in Attachment A.) Section 3 and 5 will remain in effect for the duration of this Agreement. Section 7. will remain in effect and the eligible employee may choose additional options as provided in the Cafeteria Plan for part-time employees at their own expense.

1. HOSPITAL AND MEDICAL COVERAGE. The Employer agrees to pay the full premium for hospitalization and medical coverage for full-time employees and their families under Blue Cross/Blue Shield MVF-1 Plan with Master Medical Option II, Second Medical Opinion, Pre-Determination and a \$3.00 Co-Pay Prescription Drug Rider. The coverage shall commence when the employee attains seniority status. The Employer may change carriers after consulting with the Union provided that the coverage under the new carrier's policy will be exactly the same, or better than, the coverage under the Blue Cross/Blue Shield Plans.

Effective January 1, 1994, employees hired after January 1, 1993 will pay the following amounts each pay period of the Health and Medical Coverage Premiums.

One person coverage -	\$ 11.65
Two person coverage -	24.20
Family coverage -	26.40

2. DEFERRED COMPENSATION IN LIEU OF HEALTH INSURANCE. Effective 08/28/92 payment to deferred compensation in lieu of health insurance is increased from \$70 to \$100 per pay period.

3. HOSPITAL AND MEDICAL COVERAGE/RETIREES. Hospital and medical coverage, provided by the Employer, shall continue when the employee retires. Such coverage shall be no greater than such coverage prior to retirement, i.e., a part-time retiree must pay 50% of premiums. Employees who are hired after the effective date of the contract must have eleven (11) years of service to be eligible for hospital and medical coverage upon retirement.

4. LIFE INSURANCE. The Employer agrees to pay the full premium for group life insurance of \$15,000 with an additional accidental death and dismemberment insurance of \$15,000 for full-time employees with seniority status. Effective 09/92 the

Employer agrees to pay the full premium for group life insurance of \$25,000 with an additional accidental death and dismemberment insurance of \$25,000 for full-time employees with seniority status.

5. LIFE INSURANCE/RETIREES. The Employer agrees to pay the full premium for group term life insurance of \$ 7,500 for full-time employees who retire from County employment. Effective 09/92 the Employer agrees to pay the full premium for group term life insurance of \$12,500 for full-time employees who retire from County employment.

6. DENTAL/OPTICAL. For full-time employees with seniority status, the Employer shall reimburse each employee up to \$400 annually for dental/optical expenses incurred by the employee, current spouse and dependent children of the employee living with the employee through December 31 of the year in which their nineteenth birthday occurs. Dental/Optical monies may also be expended for individual premium costs for dental/optical coverage. This dental/optical program shall be administered in accordance with the Dental/Optical Program Policies and Procedures of Jackson County and any amendments thereto. Unexpended dental/optical reimbursement for any calendar year may only be carried over to the following calendar year.

7. PART-TIME EMPLOYEE COVERAGE. Part-time employees shall have fifty percent (50%) of the premiums for hospital and medical insurance and life insurance paid by the Employer. In the event the employee elects no coverage, the employee shall inform the Employer in writing.

P. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees shall be members of the Jackson County Employee's Retirement System.

2. WINDOW PERIODS.

1995 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December.

1996 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December.

1997 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December

The last day paid as an active employee must be within the window period.

Q. LEAVE OF ABSENCE

1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE. To be entitled to a leave of absence, employees must have seniority status.

2. LEAVE OF ABSENCE WITH PAY. A division head may authorize time off with pay to employees in order to permit them to attend school, visit other judicial agencies, or, in any other approved manner, devote themselves to systematic improvement of the knowledge or skills required in the performance of their work. Leaves of absence with pay, in excess of three (3) days, must have the prior approval of the department head or court administrator.

3. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall be provided with a vehicle (if possible) and expenses.

4. LEAVE OF ABSENCE WITHOUT PAY.

a. Authorization. A department head may authorize a leave of absence without pay, upon receipt of a written request from an employee stating the reason for such leave; provided that an unpaid leave shall be granted for illness or injury of the employee who has exhausted paid sick leave and submits satisfactory proof of continued disability.

b. Duration. A leave of absence without pay shall not exceed one (1) year, but may be extended by the department head or court administrator.

c. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such a leave shall count toward eligibility for annual leave or wage progressions.

d. Health and Life Insurance. Employees with at least one (1) year seniority, on a leave of absence for illness without pay, shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After expiration of the above periods, the employees may continue health and life insurance coverage by making payments therefore. Employees on leave of absence without pay for

reasons other than illness may continue group health and life insurance benefits by making payments therefore.

e. Accrual of Benefits. No annual leave, sick leave, personal leave, paid time off or holiday pay shall accrue while on leave of absence without pay.

5. RETURN TO FORMER POSITION. An employee returning from leave of absence of less than sixty (60) working days, shall be entitled to return to the position and classification held prior to leaving. If the leave exceeds sixty (60) working days, the employee shall be entitled to return to work where available if less senior employees in the classification within the department are working. If the leave exceeds six (6) calendar months, the employee shall be entitled to return to the first vacant position in the classification in the department. If there are no less senior employees or if no vacancy exists, then the employee shall be considered on layoff status.

6. NOTICE OF RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

7. GAINFUL EMPLOYMENT. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

R. SICK LEAVE

The following provisions are in effect through September 1, 1995. From September 1, 1995 forward the provisions, with the exception of 2. Sick Leave Accumulation remain in effect for employee's banked sick leave.

1. EMPLOYEES ENTITLED TO SICK LEAVE. To be entitled to paid sick leave, employees must have seniority status.

2. SICK LEAVE ACCUMULATION. Employees earn one day of sick leave for each complete month of service. Employees may accumulate sick leave throughout their service with the employer.

Upon separation from service the employee shall receive payment of one-half (½) of accumulated unused sick leave not to exceed one-half (½) 960 hours at the current rate of pay at the time of separation.

3. AUTHORIZATION. Any utilization of sick leave by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

4. UTILIZATION. Sick leave may be used by an employee for any of the following reasons:

a. In the event of illness, injury, temporary disability (including a disability due to pregnancy or childbirth), exposure to a contagious disease endangering others;

b. For illness, injury or temporary disability in the immediate family which necessitates absence from work;

c. Absence due to inclement weather;

d. While drawing Workers' Compensation an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her Workers' Compensation payment, will not exceed his/her regular take-home pay at the time of injury;

e. Extension of funeral leave;

f. For appointments with a doctor, dentist or other recognized practitioner;

g. Absence due to funerals of persons not in the employee's immediate family and not a sister-in-law or brother-in-law of the employee.

h. Banked sick leave may be used to supplement short-term and/or long-term disability up to the amount of the employee's regular take home pay at the time of going on disability effective 09/01/95.

5. NO ADVANCE CREDIT. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave and annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

6. NOTIFICATION OF EMPLOYER. An employee on sick leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence.

Employees at the Youth Center must give at least two (2) hours notification before the start of their shift when requesting sick leave unless there is an emergency situation or they have a doctor's excuse or they may lose sick pay.

7. SICK LEAVE IN EXCESS OF THREE DAYS. The Employer may require a written statement by a licensed physician certifying the employee's condition prevented

him/her from performing the duties of his/her position prior to granting a sick leave in excess of three (3) consecutive working days for reasons of illness or injury.

8. ABSENCE FOR FRACTION OF DAY. Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at integrals of not less than one (1) hour.

9. SICK LEAVE/PART-TIME EMPLOYEES. Part-time employees will be entitled to prorated sick leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the sick leave is utilized.

10. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, the employee shall receive payment for accumulated unused sick leave of a maximum of 960 hours at one-half (½) the current rate of pay at the time of separation.

11. Employees who do not have eight (8) days of sick leave accumulation at the time of contract ratification/approval will be credited on a one time only basis in 1995 with the appropriate number of days to bring the accumulation up to eight (8) days on the day prior to their anniversary date.

S. FUNERAL LEAVE

1. EMPLOYEES ENTITLED TO PAID FUNERAL LEAVE. To be entitled to paid funeral leave, employees must have seniority status.

2. NOTIFICATION OF EMPLOYER. An employee on funeral leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of funeral leave with pay for the period of absence.

3. UTILIZATION.

a. Death in Immediate Family. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) days funeral leave. The leave shall not exceed more than one day beyond the funeral.

b. Death of Brother-in-Law or Sister-in-Law or to be a Pall-Bearer. In the event of the death of an employee's brother-in-law or sister-in-law or to be a pall-bearer, the employee shall be granted one day funeral leave.

c. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one sick day to attend the funeral.

4. EXTENSION OF FUNERAL LEAVE. In the event of a death in the immediate family, the employee may utilize paid time off or banked sick leave to extend the funeral leave period upon notification and authorization by the Employer.

5. FUNERAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated funeral leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the funeral leave is utilized.

T. ANNUAL LEAVE (VACATION)

Annual Leave provisions remain in effect until implementation of Paid Time Off provisions 09/01/95.

1. EMPLOYEES ENTITLED TO ANNUAL LEAVE. To be entitled to annual leave, employees must have seniority status.

2. RATE OF ACCUMULATION. Employees shall earn and be credited annually with annual leave after completion of years of service as listed below.

<u>Completion of</u>	<u>Annual Leave Days</u>
1 to 6 years of service	10 Days
7 to 11 years of service	15 Days
12 to 15 years of service	20 Days
16 or more years of service	25 Days

3. ACCUMULATION OF ANNUAL LEAVE. Annual leave must be utilized within one year after the employee's anniversary date, except that employees who have earned 10-15 annual leave days may carry over to the next year five (5) annual leave days plus any annual leave granted for holidays on any anniversary date and employees who have earned 20-25 annual leave days may carry over to the next year ten (10) annual leave days plus any annual leave granted for holidays on any anniversary date.

4. REQUEST FOR ANNUAL LEAVE. Employees shall request the scheduling of annual leave as soon as possible during a calendar year, and the division head shall attempt to accommodate the requests with regard being given to operating requirements and seniority.

5. REQUESTS FOR PAYMENT IN LIEU OF ANNUAL LEAVE. Employees may request, in writing to their division head, payment in lieu of taking annual leave. The Court Administrator may grant the request or direct the employee to take the annual leave with the concurrence of the Judge who has direct supervision over the employee and the County Clerk for Deputy County Clerks. If the employee fails to take annual leave when so directed, he/she shall forfeit the annual leave.

6. AUTHORIZATION. An employee may utilize annual leave only with the prior approval of his/her supervisor.

7. NO ADVANCE CREDIT. Annual leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

8. RATE OF PAY. Employees shall be paid for annual leave at their current rate of pay at the time they take the annual leave.

9. ADVANCE ANNUAL LEAVE PAY. If a regular payday occurs during an employee's annual leave that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the annual leave occurs prior to going on annual leave by requesting, in writing, to their Division Head, advance annual leave pay at least two (2) weeks before the scheduled annual leave.

10. ANNUAL LEAVE ONE DAY AT A TIME. Employees at the Youth Center may utilize annual leave one day at a time, provided they have given their supervisor three (3) days notice and the division head determines that the request can be accommodated with regard being given to operating requirements and seniority.

11. ANNUAL LEAVE IN FOUR HOUR INCREMENTS. Employees, other than those at the Youth Center, may utilize annual leave in four hour increments provided they have given their supervisor three (3) days notice and the division head determines that the request can be accommodated with regard being given to operating requirements and seniority.

12. ILLNESS DURING ANNUAL LEAVE. If an employee becomes ill and is under the care of a licensed physician during his/her annual leave, the annual leave may be rescheduled with the approval of his/her division head.

13. ANNUAL LEAVE SUPPLEMENTING SICK LEAVE. Employees who are absent from work under sick leave provisions, after utilizing all accumulated sick leave, may utilize annual leave while remaining on sick leave.

14. ANNUAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated annual leave pay based upon the number of hours worked during the previous anniversary date year compared to 2080 hours.

15. PAYMENT UPON SEPARATION. Upon separation of employment with the Employer, the employee shall be paid for all unused annual leave days earned and credited, at the employee's current rate of pay.

U. PERSONAL LEAVE

Personal Leave provisions remain in effect until implementation of Paid Time Off provisions 09/01/95.

1. EMPLOYEES ENTITLED TO PERSONAL LEAVE. To be entitled to paid personal leave, employees must have seniority status.

2. PERSONAL LEAVE ACCUMULATION. Employees are granted five and one-half days (5½) days (including 1 day of personal leave for their birthday) of personal leave upon being hired and upon respective anniversary dates. Personal leave shall not accumulate from year to year.

3. PERSONAL LEAVE UTILIZATION. Personal leave may be used by an employee at integrals of not less than one (1) hour.

4. PURPOSE OF PERSONAL LEAVE. Personal leave is allowed for personal purposes, including time off for voting, religious observances and personal business.

5. PERSONAL LEAVE ON A HOLIDAY. Personal leave shall not be utilized on holidays.

6. AUTHORIZATION. An employee shall notify his/her supervisor at least 24 hours prior to utilizing personal leave. No more than one employee within a division may utilize personal leave on any given day without prior authorization from the division head.

7. RATE OF PAY. Employees will be paid for personal leave at their current rate of pay at the time they take the personal leave.

8. PERSONAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated personal leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the personal leave is utilized.

V. PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.
2. Rate of Accumulation. Employee shall earn and be credited annually with paid time off on their anniversary date on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
1 to 6 Yrs. of Service	27.5	15
7 to 11 Yrs. of Service	32.5	20
12 to 15 Yrs. of Service	37.5	25
16 or more Yrs. of Service	42.5	30

3. Accumulation of Paid Time Off. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2.
4. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Division Head shall attempt to accommodate the request with regard being given to operating requirements and seniority.
5. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one (1) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one employee in a division may utilize paid time off on any given day without prior authorization from the Division Head. One (1) hour integrals does not apply to Youth Center employees and must be four (4) hour integrals at the discretion of the Department Head.
6. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave. Youth Center employees are required to provide two (2) hour notice prior to the commencement of their shift.
7. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.
8. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to prorated paid time off pay based upon the number of scheduled hours compared

to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.

9. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.
10. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Division Head, payment in lieu of taking paid time off. The Court Administrator may grant the request or direct the employee to take paid time off. The County Clerk has authority to grant for employees in Deputy County Clerk classification.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
12. Advance Paid Time Off. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Division Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.
14. Crediting of Paid Time Off. Paid time off will be credited beginning in 1995 on the effective date of implementation of the Cafeteria Plan.

W. JURY DUTY AND COURT LEAVE

1. JURY DUTY.

a. Notification of Division Head. An employee receiving a jury duty summons shall notify his/her division head as soon as possible.

b. Time Off with Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received, less mileage. An employee shall return to work daily when released from jury duty.

c. Time Off With Pay/Three Shift Operations. An employee serving on jury duty within the eight hour period immediately before the beginning of his/her shift, upon request, may have time off work equal to the time spent in court during the eight-hour period.

An employee required to report for jury duty following completion of a shift which ends after midnight will not be required to report to work preceding reporting for jury duty.

Such employee shall receive the time off with pay, provided the employee reimburses the Employer the jury pay received, less mileage.

d. Use of Leave. An employee may utilize accumulated annual or personal leave/paid time off during the period he/she serves on jury duty and retain the jury pay received.

2. WITNESS IN COURT. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty, except no witness pay shall be paid when an employee is called to testify against the Employer.

3. OTHER COURT APPEARANCES. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover this absence with accumulated annual or personal leave or time off without pay.

X. MILITARY LEAVE

1. REGULAR MILITARY LEAVE. Any employee with seniority status who enters military service in the armed forces of the United States of America shall be entitled to a military leave of absence without pay for the period of time required to fulfill their military obligation.

2. TEMPORARY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training, and shall be entitled to pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from scheduled court employment, provided proof of military service and pay is submitted. Such leave shall not exceed two weeks of absence from scheduled employment in any calendar year.

a. Duty in Excess of Two Weeks. If active duty training exceeds two weeks in any calendar year, the employee shall be entitled to a military leave of absence without pay.

b. Holidays Occurring During Temporary Military Leave. An employee shall be entitled to holiday pay for a paid holiday which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.

3. EMERGENCY MILITARY LEAVE. An employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from regular court employment, provided proof of military service pay is submitted. Such leave shall not exceed two weeks of absence from regular scheduled employment.

Y. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. To be entitled to holiday pay, employees must have seniority status and must have been regularly working prior to and following the holiday, or have been laid off during the week in which the holiday occurs.

2. PAID HOLIDAYS. All employees shall be entitled to a paid holiday, based on their current pay rate and regular work day, on the following days.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on pay day, employees shall receive their paychecks prior to the holiday.

4. HOLIDAYS OCCURRING ON SATURDAY, SUNDAY OR REGULARLY SCHEDULED WORK DAY.

a. Employees Regularly Scheduled to Work Monday through Friday.

1. When a paid holiday occurs on Saturday, one (1) additional day of annual leave/paid time off shall be credited in the pay period during which the holiday occurs in lieu of observing the holiday on the preceding Friday.

2. When a paid holiday occurs on Sunday, the holiday will be observed on the following Monday.

3. When such an employee is required to work on a holiday, the employee shall receive holiday pay plus time and one-half for the hours actually worked on the holiday.

b. Employees Regularly Scheduled to Work on Holidays by Reason of a Seven or Fourteen Day Schedule.

1. When an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half for the hours actually worked on the holiday. For example, if an employee works eight hours the employee shall receive holiday pay plus twelve (12) hours pay.

2. Holidays occurring on an employee's regular day off shall be compensated for at eight (8) hours pay.

5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENT. Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

6. HOLIDAY OCCURRING WHILE ON PAID LEAVE. Employees on paid leave when a holiday occurs shall receive holiday pay and shall not be charged sick leave or annual leave.

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated holiday pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the holiday occurs.

8. ADDITIONAL PAID HOLIDAYS. In the event that the Employer or the Michigan Supreme Court proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

Z. GENERAL PROVISIONS

1. BULLETIN BOARD.

a. Portions of a bulletin board in each building where employees report to work shall be made available to the Union for its notices. The name and number of the local shall be put on the board by the Employer.

b. Notices shall be restricted to the following types.

1. Notices of Union social and recreational events.
2. Notices of Union elections and results thereof.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or

conventions.

2. LOUNGE. The Employer shall provide an employee's lounge and an eating area.

3. PARKING. The Employer agrees to provide free parking for employees.

4. CLOTHING. Employee's personal clothing damaged during the performance of their regular job, excluding normal wear and tear, shall be replaced by the Employer in an amount of up to \$100 per year.

5. PHYSICAL EXAM. The Employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave in excess of three (3) days which shall be the employee's responsibility. Whenever a T.B. test requires a chest x-ray, the Employer shall pay for such test and also allow the employee to take time off with pay to have these tests performed.

6. MILEAGE.

a. Mileage Rate. The Employer shall pay employees required to use their personal vehicles for employer business a set sum per mile as determined by the Employer when request therefore is made in writing by the employee.

b. Mileage Calculation. For work-day trips, mileage shall be computed on the basis of home to call or office to call, whichever is lesser. For weekend trips, mileage shall be computed on the basis of home to call.

c. Mileage Payment. Mileage payment shall be made by check issued on or before the 10th day of each month following submission of the request and conditioned upon approval of the division head.

7. EXTENT OF AGREEMENT. This Agreement contains all of the agreements and understandings of the parties as it related to wages, hours and working conditions. The Employer and Union voluntarily and unqualifiedly waive the right, and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered by this Agreement.

8. PAST PRACTICES. All past practices which do not conform to provisions of this Agreement are hereby abolished.

9. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the Employer and the Union.

10. INVALID SENTENCE, CLAUSE, PROVISION. In the event any sentence, clause or provision of this Agreement shall be held for any reason to be inoperative, void or invalid, the remaining portions of this Agreement shall not be affected thereby.

11. HEADINGS. The heading used in this Agreement and exhibits attached hereto neither add to nor subtract from the meaning thereof, but are for reference purposes only.

12. AMENDMENTS REQUIRED BY LAW OR REGULATIONS. In the event the parties cannot agree on modification or amendments required by law or regulations, the matter may be submitted to arbitration at Step 3 of the grievance procedure.

13. CLASSIFICATION DESCRIPTION. The Employer shall provide the Chapter Chairperson and the employees with a classification description of their jobs.

14. RESIDENCY. All persons hired in the bargaining unit after January 1, 1985 will be required to become residents of Jackson County within six (6) months from the date of hire. In the event of extenuating circumstances, the situation will be reviewed by the Employer. This provision shall become null and void if the Employer adopts a general policy of non-residency.

15. TUITION REIMBURSEMENT. At the discretion of the Employer, tuition may be reimbursed to full-time employees who take classes or training directly related to their job provided the employee received at least a grade of "C." Both parties agree this tuition reimbursement provision is at the sole discretion of the Employer and is not subject to the grievance procedure.

16. AMERICANS WITH DISABILITY ACT. The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan Law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee.

17. UPGRADES. After the effective date of this contract, upgrade requests will no longer be part of the negotiations process. AFSCME may present upgrade requests effective with the annual budget process.

AA. DURATION

1. This Agreement shall be effective January 1, 1995 and shall remain in effect until December 31, 1997. This Agreement shall become open for negotiations 120 days prior to the expiration of the Agreement. Either party may terminate on December 31, 1997 by giving notice to the other party within 15 days immediately following 120 days prior to the expiration of the Agreement. In lieu of a termination notice, either party may request amendment to the Agreement, and the other party shall have an additional ten days to determine its desires to terminate or amend the Agreement. In the event notices are given, all provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments, provided, however either party may terminate this Agreement during the period of negotiations subsequent to December 31, 1997 by giving a 30 day notice of termination.

2. Notices to the Union shall be made in writing and shall be addressed to the Chapter Chairperson at such place as he/she shall notify the Employer.

3. Notices to the Employer shall be made in writing and shall be addressed to the respective judges, or their successors, at the Jackson County Court House, 312 South Jackson St., Jackson, Michigan 49201.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 25th day of August, 1995.

CHAPTER OF LOCAL 2098
UNIT D, AFFILIATED WITH MICHIGAN
COUNCIL NO. 25:

FOURTH JUDICIAL CIRCUIT COURT:

Rols 8/10/95

Charles Nelson 8/2/95
Chief Judge Charles Nelson

James L. Powell

TWELFTH DISTRICT COURT:

Kevin J. Trombley

Charles Falahee
Chief Judge Charles Falahee

James W. Hawley

PROBATE COURT:

Nancy L. Hudson 8/10/95

Susan Vandercook
Chief Judge Susan Vandercook

Edward Morgan

EDWARD MORGAN Staff Representative
Michigan Council No. 25

CO-EMPLOYER WITH BOARD OF
COMMISSIONERS FOR DEPUTY
COUNTY CLERKS:

Mickey Mortimer
Mickey Mortimer, County Clerk

AFSCME UNIT D WAGE SCHEDULE

	1/01/95	1/01/96	1/01/97
CIRCUIT COURT			
<i>Court Clerk</i>			
Start	\$10.12	\$10.37	\$10.63
After Probation	\$10.40	\$10.66	\$10.93
18 Month	\$11.42	\$11.70	\$12.00
3 Year	\$12.48	\$12.80	\$13.12
<i>Bailiff</i>			
Start	\$9.38	\$9.61	\$9.85
After Probation	\$9.64	\$9.88	\$10.12
18 Month	\$10.21	\$10.46	\$10.73
3 Year	\$10.80	\$11.07	\$11.35
<i>Court Clerk/Bailiff</i>			
Start	\$10.55	\$10.81	\$11.08
After Probation	\$10.83	\$11.11	\$11.38
18 Month	\$11.91	\$12.21	\$12.51
3 Year	\$13.02	\$13.34	\$13.68
<i>Bailiff/Legal Research Ass't</i>			
Start	\$10.36	\$10.62	\$10.89
After Probation	\$10.79	\$11.06	\$11.34
18 Month	\$11.61	\$11.90	\$12.20
3 Year	\$12.44	\$12.75	\$13.07
<i>Account Clerk II</i>			
Start	\$8.06	\$8.26	\$8.46
After Probation	\$8.30	\$8.51	\$8.72
18 Month	\$8.66	\$8.88	\$9.10
3 Year	\$9.02	\$9.25	\$9.48
<i>Bookkeeper</i>			
Start	\$9.66	\$9.90	\$10.14
After Probation	\$9.87	\$10.12	\$10.37
18 Month	\$10.31	\$10.57	\$10.83
3 Year	\$10.73	\$11.00	\$11.28
<i>Caseworker</i>			
Start	\$11.32	\$11.60	\$11.89
After Probation	\$11.66	\$11.96	\$12.26
18 Month	\$13.08	\$13.41	\$13.74
3 Year	\$13.62	\$13.96	\$14.31

	1/01/95	1/01/96	1/01/97
<i>Investigator</i>			
Start	\$11.57	\$11.86	\$12.16
After Probation	\$11.91	\$12.21	\$12.51
18 Month	\$13.33	\$13.66	\$14.00
3 Year	\$13.87	\$14.22	\$ 14.58
<i>Clerk Typist II</i>			
Start	\$7.86	\$8.06	\$8.26
After Probation	\$8.00	\$8.19	\$8.40
18 Month	\$8.37	\$8.58	\$8.80
3 Year	\$8.71	\$8.93	\$9.15
<i>FOC Receptionist</i>			
Start	\$8.00	\$8.19	\$8.40
After Probation	\$8.11	\$8.31	\$8.52
18 Month	\$8.52	\$8.73	\$8.95
3 Year	\$8.86	\$9.08	\$9.30
<i>Court Officer</i>			
Start	\$9.38	\$9.61	\$9.85
After Probation	\$9.64	\$9.88	\$10.12
18 Month	\$10.21	\$10.46	\$10.73
3 Year	\$10.80	\$11.07	\$11.35
<i>Deputy County Clerk</i>			
Start	\$8.97	\$9.19	\$9.42
After Probation	\$9.61	\$9.85	\$10.10
18 Month	\$10.32	\$10.58	\$10.84
3 Year	\$10.90	\$11.17	\$11.45
<i>Sr. Dep. County Clerk/Office Coord.</i>			
Start	\$10.28	\$10.54	\$10.80
After Probation	\$10.56	\$10.82	\$11.09
18 Month	\$11.60	\$11.89	\$12.19
3 Year	\$12.67	\$12.99	\$13.31
<i>Sr. Data Processing Clerk</i>			
Start	\$9.46	\$9.70	\$9.94
After Probation	\$10.15	\$10.40	\$10.66
18 Month	\$10.89	\$11.16	\$11.44
3 Year	\$11.71	\$12.00	\$12.30

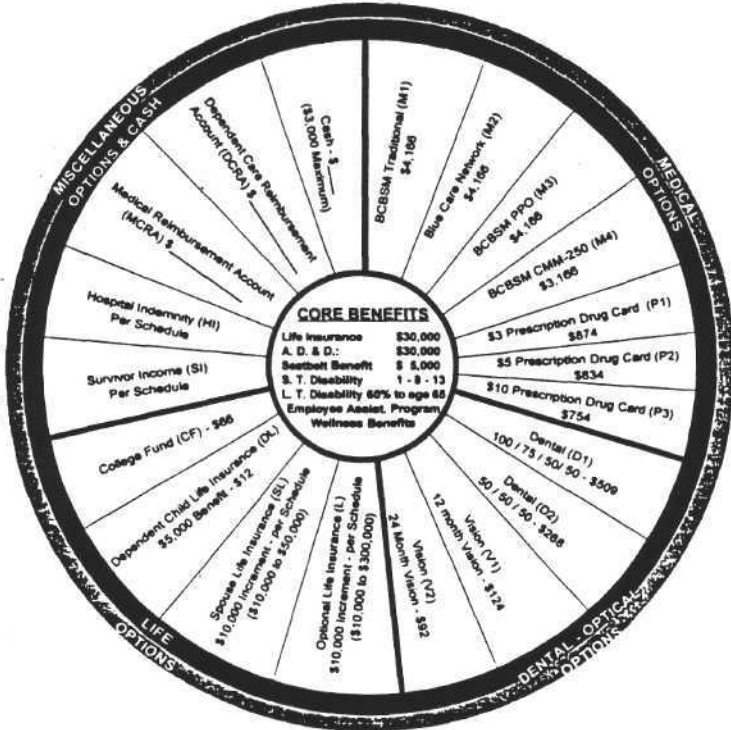
	1/01/95	1/01/96	1/01/97
PROBATE COURT			
<i>Deputy Probate Specialist</i>			
Start	\$9.02	\$9.25	\$9.48
After Probation	\$9.13	\$9.36	\$9.60
18 Month	\$9.54	\$9.78	\$10.03
3 Year	\$10.11	\$10.36	\$10.62
<i>Senior Probate Clerk</i>			
Start	\$9.46	\$9.70	\$9.94
After Probation	\$10.15	\$10.40	\$10.66
18 Month	\$10.89	\$11.16	\$11.44
3 Year	\$11.70	\$11.99	\$12.29
<i>Statistical Secretary</i>			
Start	\$8.53	\$8.74	\$8.96
After Probation	\$8.79	\$9.01	\$9.24
18 Month	\$9.16	\$9.39	\$9.63
3 Year	\$9.55	\$9.79	\$10.04
<i>Child Development Worker</i>			
Start	\$9.76	\$10.00	\$10.25
After Probation	\$9.96	\$10.21	\$10.47
18 Month	\$10.50	\$10.76	\$11.03
3 Year	\$11.04	\$11.32	\$11.60
<i>Secretary</i>			
Start	\$8.38	\$8.59	\$8.81
After Probation	\$8.67	\$8.89	\$9.11
18 Month	\$9.02	\$9.25	\$9.48
3 Year	\$9.40	\$9.63	\$9.88
<i>Secretary/Transcriptionist</i>			
Start	\$8.38	\$8.59	\$8.81
After Probation	\$8.67	\$8.89	\$9.11
18 Month	\$9.02	\$9.25	\$9.48
3 Year	\$9.40	\$9.63	\$9.88
<i>Cook</i>			
Start	\$7.84	\$8.04	\$8.24
After Probation	\$8.00	\$8.19	\$8.40
18 Month	\$8.47	\$8.68	\$8.90
3 Year	\$8.97	\$9.19	\$9.42

DISTRICT COURT	1/01/95	1/01/96	1/01/97
<i>Court Officer</i>			
Start	\$9.38	\$9.61	\$9.85
After Probation	\$9.64	\$9.88	\$10.12
18 Month	\$10.21	\$10.46	\$10.73
3 Year	\$10.80	\$11.07	\$11.35
<i>Deputy District Court Clerk</i>			
Start	\$8.87	\$9.09	\$9.32
After Probation	\$9.48	\$9.72	\$9.96
18 Month	\$10.19	\$10.44	\$10.70
3 Year	\$10.76	\$11.03	\$11.31
<i>District Court Collection Officer I</i>			
Start	\$11.32	\$11.60	\$11.89
After Probation	\$11.66	\$11.96	\$12.26
18 Month	\$13.08	\$13.41	\$13.74
3 Year	\$13.62	\$13.96	\$14.31
<i>District Court Collection Officer II</i>			
Start	\$11.57	\$11.86	\$12.16
After Probation	\$11.91	\$12.21	\$12.51
18 Month	\$13.33	\$13.66	\$14.00
3 Year	\$13.87	\$14.22	\$14.58
<i>File Clerk</i>			
Start	\$7.49	\$7.68	\$7.87
After Probation	\$7.67	\$7.86	\$8.06
18 Month	\$8.03	\$8.23	\$8.43
3 Year	\$8.37	\$8.58	\$8.80

County Of Jackson

IBP DOLLARS ALLOWABLE - \$5,440

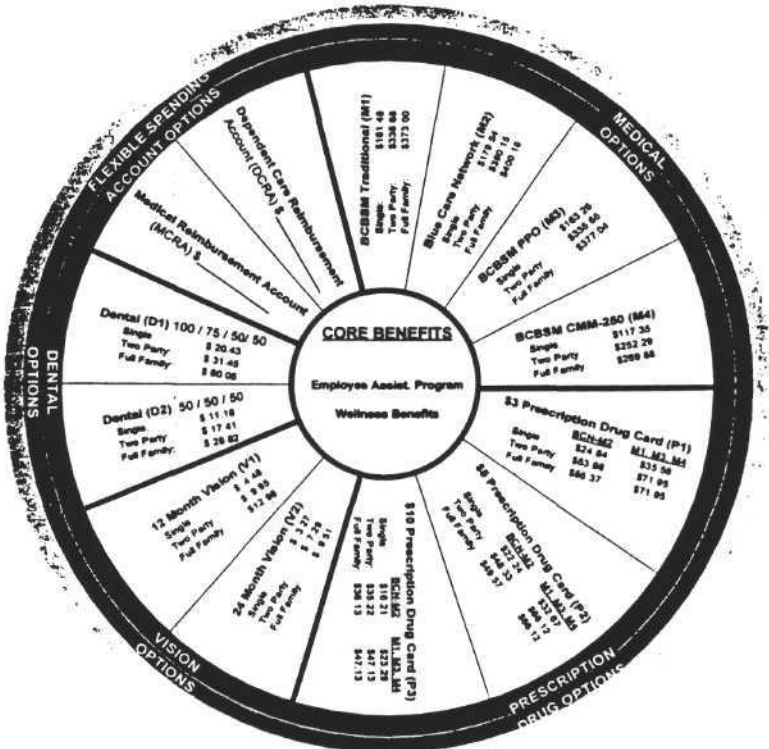
NOTE: If OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH



Choices for Today

Individualized Benefit Plan

PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



Planning for Tomorrow

LETTER OF UNDERSTANDING
 between
 FOURTH JUDICIAL CIRCUIT COURT
 and
 AFSCME LOCAL 2098, UNIT D

The Fourth Judicial Circuit Court and AFSCME Local 2098, Unit D hereby agree to the following.


1. The new Unit D classification of Circuit Court Clerk/Balliff is established effective March 1, 1993.
2. The Circuit Court Clerk/Balliff position is in Judge Chad Schmucker's Court only.
3. The wage rate is a \$50 increase to the Court Clerk classification at the 1993 three (3) year rate with proportionate increases (4.3%) at the other steps.

	<u>Start</u>	<u>After Probation</u>	<u>18 Month</u>	<u>3 Year</u>
Court Clerk	\$ 9.40	\$ 9.66	\$ 10.61	\$ 11.60
Court Clerk/ Balliff	9.80	10.07	11.07	12.10

IN WITNESS WHEREOF, the parties hereto have cause this Letter of Understanding to be executed on this 23rd day of February, 1993.

AFSCME LOCAL 2098, UNIT D


 Joyce Powell, Chapter Chairperson


 James Cook, President

FOURTH JUDICIAL CIRCUIT COURT


 Charles Nelson, Chief Judge Pro-Tempore



JACKSON COUNTY PROBATE COURT

Youth Center Division

930 Fleming Avenue - Jackson, Michigan 49202
Phone (517) 788-4460 -:- FAX 788-4661

SUSAN E. VANDERCOOK
Judge of Probate

SAUL J. BALYS
Director of Court Services

BRIAN D. PHILSON
Director of Youth Center

May 17, 1993

At a meeting held Thursday, May 6, 1993, a mutual agreement was reached between union and non-union leaders regarding the use of casual employees at the Jackson County Youth Center.

Present for that meeting were:

Ardis Spittler	Union Steward
Robert Gant	Union Steward
Joyce Powell	Chapter Chairperson
Ed Mergan	Staff Representative for Local 2098
Thomas Brown	Assistant Director
Brian Philson	Director
Saul Balys	Court Director

Letter of Agreement:

The Collective Bargaining Agreement identifies four approved usages of casual employees. They are illness, transporting, emergencies or union business.

Other usages agreed upon at the May 6th meeting are:

- employee training/staffings
- jury duty (up to three days)
- transition/bid periods (up to three days)
- resident field trips/activities

It is the understanding that this agreement will exist until December 31, 1994. At that time it is the hope that these approved usages may become a part of the Collective Bargaining Agreement.

Respectfully submitted,



Brian D. Philson
Director

BOP/jp

cc: Robert Gant	Union Steward
Ardis Spittler	Union Steward
Joyce Powell	Chapter Chairperson
Ed Morgan	Staff Representative for Local 2098
Thomas Brown	Assistant Director
Brian Philson	Director
Saul Balys	Court Director
Judge Vandercook	Probate Judge - Juvenile Division
Phyllis Way	Personnel Director

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT
TWELFTH DISTRICT COURT
JACKSON COUNTY PROBATE COURT

and


JACKSON COUNTY COURT
AND COURT RELATED EMPLOYEES OF UNIT D LOCAL 2098

The Courts and AFSCME Local 2098 Unit D hereby agree to the following.

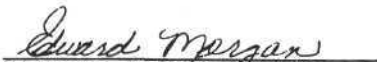
Effective November 1, 1993 the classification of Microfilm Coordinator and Assistant Deputy County Clerk shall be changed to Deputy County Clerk.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 12th day of October, 1993.

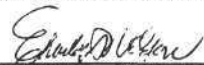
CHAPTER OF LOCAL 2098 UNIT D,
AFFILIATED WITH MICHIGAN
COUNCIL NO. 25:


Joyce Powell, Chapter Chairperson
AFSCME Local 2098, Unit D


James Cook, President
AFSCME Local 2098


Ed Morgan, Staff Representative
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:


Charles Nelson, Chief Judge

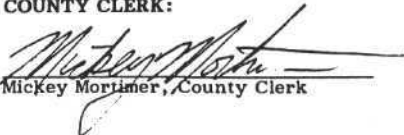
TWELFTH DISTRICT COURT:


Charles Falahee, Chief Judge

PROBATE COURT:


Frederick Sill, Chief Judge

COUNTY CLERK:


Mickey Mortimer, County Clerk

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT
TWELFTH DISTRICT COURT
JACKSON COUNTY PROBATE COURT
and
COUNTY OF JACKSON

and

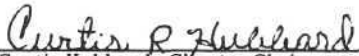
JACKSON COUNTY COURT EMPLOYEES, UNIT D LOCAL 2098
JACKSON COUNTY EMPLOYEES, UNIT C LOCAL 2098


The Courts, the County and AFSCME Local 2098, Units C and D hereby agree to the following.

1. Effective November 1, 1993 two (2) AFSCME Local 2098, Unit C employees, currently classified as Vital Statistics Clerks, shall become members of AFSCME Local 2098, Unit D and their classification shall be changed to Deputy County Clerk.
2. The above referenced employees shall transfer their AFSCME Unit C seniority in its entirety to AFSCME Unit D.

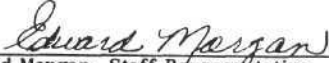
IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 12th day of October, 1993.

CHAPTER OF LOCAL 2098 UNITS C
AND D, AFFILIATED WITH MICHIGAN
COUNCIL NO. 25:


Curtis Hubbard, Chapter Chairperson
AFSCME Local 2098, Unit C


Joyce Powell, Chapter Chairperson
AFSCME Local 2098, Unit D

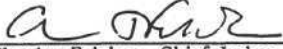

James Cook, President
AFSCME Local 2098


Ed Morgan, Staff Representative
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:


Charles Nelson, Chief Judge


TWELFTH DISTRICT COURT:


Charles Falahee, Chief Judge

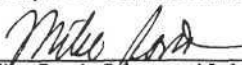
PROBATE COURT:


Frederick Sill, Chief Judge

COUNTY CLERK:


Mickey Mortimer, County Clerk

BOARD OF COMMISSIONERS:


Mike Rand, Salary and Labor Chairman

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT
TWELFTH DISTRICT COURT
JACKSON COUNTY PROBATE COURT
and
COUNTY OF JACKSON

and

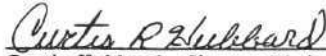
JACKSON COUNTY COURT EMPLOYEES, UNIT D LOCAL 2098
JACKSON COUNTY EMPLOYEES, UNIT C LOCAL 2098

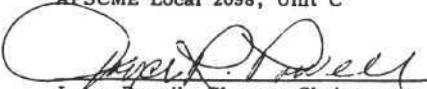
The Courts, the County and AFSCME Local 2098, Units C and D hereby agree to the following.

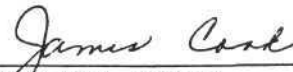
1. Effective November 5, 1993 William Warner, Maintenance Coordinator and David Gjestland, Custodian are transferred from Unit D to Unit C to the classifications of Maintenance III and Maintenance Service Worker respectively.
2. The wage rates effective January 1, 1994 are \$10.97 per hour and \$8.35 per hour as defined in the AFSCME Unit C Collective Bargaining Agreement.
3. W. Warner and D. Gjestland shall transfer all of their AFSCME Unit D seniority for purposes of County-wide and Unit-wide seniority; departmental seniority shall be based on the transfer date of 11/5/93.
4. This agreement shall be non-precedent setting.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 22nd day of February, 1994.

CHAPTER OF LOCAL 2098 UNITS C
AND D, AFFILIATED WITH
MICHIGAN COUNCIL NO. 25:


Curtis Hubbard, Chapter Chairperson
AFSCME Local 2098, Unit C


Joyce Powell, Chapter Chairperson
AFSCME Local 2098, Unit D


James Cook, President
AFSCME Local 2098


Ed Morgan, Staff Representative
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:




Charles Nelson, Chief Judge

TWELFTH DISTRICT COURT:



Charles Falahee, Chief Judge

PROBATE COURT:



Susan Vandercook, Chief Judge

BOARD OF COMMISSIONERS:



James Shotwell, Chairman

MEMORANDUM OF AGREEMENT

Between

12th JUDICIAL DISTRICT COURT

and

UNIT D OF LOCAL 2098

The 12th Judicial District Court and Unit D of Local 2098 affiliated with Michigan Council No. 25, A.F.S.C.M.E. hereby agree to the following:

That the classification of District Court Collection Officer be eliminated.

That the classifications of District Court Collection Officer II and District Court Collection Officer I be established.

That the District Court Collection Officer II shall be paid in accordance to the agreement set forth on May 10, 1993 between the 12th District Court and Unit D of Local 2098. The agreement states the following:

Wages shall be subject to the wage schedule established for the Investigator/Enforcement Officer according to the Collective Bargaining Agreement for the period 1992 through 1994.

That the District Court Collection Officer I shall be paid at a rate of \$0.25 less than the schedule set forth for the District Court Collection Officer II.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 3RD day of JUNE, 1994

FOR THE UNION:

FOR THE EMPLOYER:

Edward Morgan
Edward Morgan
Staff Representative
AFSCME

Charles Falahee, Jr.
Hon. Charles Falahee, Jr.
Chief Judge

Jan Cook
Jan Cook
President, Local 2098
AFSCME

Michael J. Dillon
Michael J. Dillon
Court Administrator

LETTER OF UNDERSTANDING
between
JACKSON COUNTY PROBATE COURT/JUVENILE DIVISION
and
AFSCME LOCAL 2098, UNIT D

It has become necessary for a Shift Supervisor to be placed on a medical leave of unknown duration due to a long term illness. Therefore, to maintain staffing levels, the following are mutually agreed upon by Jackson County Probate Court/Juvenile Division and AFSCME Local 2098, Unit D.

1. A full-time Child Development Worker be placed into an Assistant Supervisor position on a temporary basis up to one hundred (100) calendar days.
2. During the temporary period, while serving in the capacity of Assistant Supervisor, the Child Development Worker will continue to accrue seniority in AFSCME Unit D and would remain on the CDW overtime list until their transfer to the Assistant Supervisor overtime list.
3. A part-time Child Development Worker be placed into a full-time Child Development Worker position on a temporary basis up to one hundred (100) calendar days.
4. Should the medical leave extend beyond one-hundred (100) calendar days this agreement may be extended by mutual agreement of the parties.
5. The agreement may be terminated at any time by either party with two week notice.
6. The individual may attend union meetings when requested.
7. The individual will negotiate the following items at the time of hire: pay rate, work schedule, training schedule and compensation for meetings.
8. The individual will not discipline union employees, but will defer the matter to another management person.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on the 20th day of November, 1994.

AFSCME LOCAL 2098, UNIT D

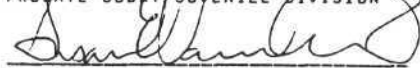


Joyce Powell, Chapter Chairperson



James Cook, President

PROBATE COURT/JUVENILE DIVISION



Susan Vandercook, Chief Judge



