

AGREEMENT

Between

75th JUDICIAL DISTRICT OF MIDLAND COUNTY, MICHIGAN

and

75th DISTRICT COURT EMPLOYEES' ASSOCIATION

THIS AGREEMENT, made and entered into this day of January, 1995, by and between the 75th Judicial District, located at Midland County, City of Midland, Michigan, hereinafter called "Employer", and 75th District Court Employees' Association, located at Midland County, City of Midland, Michigan, hereinafter called "Association";

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions, and hours of employment; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful economic relations between the parties;

WITNESSETH:

Midland County (75th Judicial District Court)

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ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the employer for all of Employer's Judicial Specialists, Judicial Clerks, Deputy Judicial Administrator-Court Clerk/Officers, Judicial Caseflow Administrator/Court Reporters, Probation Officers and Senior Probation Officers.; but, excluding the Magistrates, Assistant Magistrates, and all other employees, as certified by the Michigan Employment Relations Commission on December 16, 1983. The classifications of employees covered by this agreement are listed in the attached schedules.

Section 2. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(a) Membership in the Association is separate, apart and distinct from one's assuming his/her equal obligation to the extent that he/she received equal benefits. The Association is required under this agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Association. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Association; and this agreement has been executed by the Employer after it has satisfied itself that the Association is a choice of a majority of the employees in the bargaining unit.

(b) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Association within 30 days of the effective date of this provision, or within 30 days of their date of hire by the Employer, whichever is later, as a condition of employment, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association, which shall be limited to an amount of money equal to the Association's regular dues.

(c) If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law, or shall be renegotiated for the purpose of adequate replacement.

(d) The Association will indemnify and safe the Employer harmless for all sums checked off and/or remitted to the Association together with all costs, including attorney's fees and damages incurred by the Employer in connection with this Article, except acts of negligence on the part of the Employer.

ARTICLE II

DEDUCTION OF DUES

Section I. During the period of time covered by this agreement, the Employer agrees to deduct from the pay of any employee all dues of the Association; provided, however, that the Association presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Association. This may be done through the Treasurer of the Association.

(a) Monthly agency fees and/or Association dues will be deducted by the Employer and transmitted to the Treasurer of the Association.

ARTICLE III

PROBATION

Section 1. Newly hired employees must serve a 180 calendar day probationary period to acquire rights and privileges of employees under this agreement not specifically granted to same.

Section 2. The purpose of this probation is to grant the employer an opportunity to evaluate the new employee's performance and termination of a probationary employee is without recourse and in the sole discretion of the employer.

Section 3. An additional 90-day probation period may be mutually agreed upon by the employer and the newly hired employee.

ARTICLE IV

LAY-OFF AND REHIRING

Section 1. Seniority shall prevail in the lay-off and rehiring within a job classification in reducing the work force because of lack of work. The first employees to be laid off are probationary, then part-time. The last employee laid off shall be the first employee rehired. In the laying off and rehiring of laid off personnel, the particular work performed by said employee shall be considered as the important factor.

Section 2. The employer shall maintain and post a list of the employees arranged in order of their seniority.

Section 3. Seniority shall be broken only by discharge or voluntary quit or lay-off for a period of more than two years, or failure to report within ten days of recall.

Section 4. In the event of a lay-off, an employee so laid off shall be given two weeks' notice of lay-off and ten days' notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of ten days, he/she shall lose all seniority rights under this agreement, unless otherwise agreed to by the employer.

ARTICLE V

ASSOCIATION OFFICERS

The employer recognizes the right of the Association to elect its officers from the Employer's seniority list. The authority of the officers of the Association shall be limited to and shall not exceed the following duties and activities –

(a) The investigation and presentation of grievances with the Judge or the designated representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay.

(b) The collection of dues when authorized by appropriate Association action.

(c) The transmission of such messages and information, which shall originate with, or are authorized by the Association; provided such messages and information:

(1) have been reduced to writing; or,

(2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, or other interference with the Employer's business.

The Association's President, or his/her designee, shall be permitted at reasonable times to investigate, present, and process a grievance on the Employer's property without loss of time or pay during his/her regular working hours, so long as it does not interfere with his/her employment. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the designated Association officer and the Employer.

ARTICLE VI

LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer. Leaves of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such requests will be in writing and submitted five work days prior to the date of anticipated absence, or otherwise with the approval of the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved.

Section 2. The maximum leave of absence shall be for 90 days and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave.

Section 3. During the approved leave of absence, the Employer shall maintain the Employer's

contribution toward Health and Life Insurance on the employee and member of the employee's family.

Section 4. Disability leaves may be granted for medical reasons or pregnancy. Medical evidence of disability shall be required.

Section 5. An employee's seniority shall continue during approved leaves of absence.

ARTICLE VII

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee or officer of the Association shall be empowered to call or cause any strike, work stoppage, or cessation of employment prohibited under Act 379 of the Public Acts of 1963.

Section 2. Any individual employee or group of employees who wilfully violate or disregard the arbitration and grievance procedure set forth in Articles of this Agreement, may be discharged by the Employer without liability on the part of the Employer or the Association.

Section 3. A grievance may be filed to review discharge of an employee under this article.

ARTICLE VIII

PAID LEAVE

Section 1. All full time employees covered by this Agreement shall be entitled to annual paid leave days at their base pay rate by step and grade on the basis of the following schedule:

<u>Length of Service</u>	<u>Leave Entitlement</u>
More than 1 year but less than 5 years	27 working days
More than 5 years but less than 10 years	31 working days
More than 10 years but less than 15 years	34 working days
More than 15 years	35 working days

Section 2. Newly hired employees shall receive one (1) leave day per month until the anniversary date when they shall receive 27 days less all used leave days.

After the employee's first anniversary date, the paid leave entitlement shall be credited on January 1 of each contract year.

Section 3. All employees must use at least 15 days of leave each year after their first anniversary date.

Section 4. Employees may carry over leave days after use of 15 days under Section 3 above and may accumulate to a maximum of 20 days.

Section 5. Each employee may elect to cash out unused annual leave, days over 15 each year by giving 30-day written notice. (Payment shall be by separate check.)

The cashing out of unused leave days shall occur in the month of December of each year. Letters to request the payment for unused annual leave time shall be received by the Controller's Office by November 15 each year. The money shall be paid to the employee in the first paycheck that is feasible for the Controller's Office in the month of December.

Section 6. The use and scheduling of leave days is subject to the prior approval of the employer. The procedure for scheduling leave days shall be as follows: The employee shall submit a written request not less than 30 days prior to commencement of the leave. The request shall be in writing and give the beginning and ending dates of such requested leave. The employer shall in writing grant or deny such request within 10 days of receipt of such request. More than 20 consecutive days or use of bank time takes express approval of the employer. Leaves may be scheduled on shorter notice only with the express approval of the employer.

Section 7. When an employee voluntarily quits with 30 days notice he/she shall be paid for all banked and unused leave time or on shorter notice, with approval of the employer.

Section 8. In the event of death or retirement of an employee he/she or his/her estate shall be paid for all unused and banked leave time.

Section 9. Employees may cash banked leave time during periods of lay-off in 10-day or less blocks every two weeks by written request to the employer.

ARTICLE IX

FUNERAL LEAVE

Section 1. The Employer agrees in the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, grandparents and grandchildren), the employee shall be excused without loss of pay at that employee's classification, step and grade on the dates which he/she has been scheduled to work during the period from the date of death to the day of the funeral, both inclusive, but not to exceed a total of three consecutive working days for such absence as is required to discharge specific obligations placed upon him/her by the death.

Section 2. The Employer agrees that in the event of the death of any employee's close relatives (brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, first cousins, step-grandparent, nieces and nephews), the employee shall be excused for one day without loss of pay for the purpose of attending the funeral; provided such funeral day is one of the employee's

normally scheduled work days.

ARTICLE X

JURY DUTY AND COURT ATTENDANCE

Section 1. The employer agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Section 2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spend in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

Section 3. Employees required, whether by the County of Midland or any public agency, to appear before a court or such agency on any matters relating to their work for Midland County and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Section 4. Such employees shall be paid the difference, if any, between the compensation they received from the court or agency and their wages for time spent, not exceeding base pay for that employee's classification, step and grade. Employees will be paid for the full day after turning over witness fees to the County.

ARTICLE XI

WORKING OUT OF CLASSIFICATION

Section 1. Whenever an employee is required to work out of classification for more than (4) consecutive hours he/she shall receive that job's grade of pay if higher, at his/her step level, retroactive to the time they undertook such position.

Section 2. Temporary assignments within the office clerk's staff for the following positions,

Judicial Specialist - Civil
Judicial Specialist - Criminal
Judicial Specialist - Traffic

shall be filled whenever possible by the Judicial Clerk for the division in which the vacancy occurs.

Section 3. When temporary assignments are made from the certified court reporters from the clerical staff, they will be made on a rotating monthly basis from a continuing list begun in July of 1987.

ARTICLE XII

RETIREMENT

All employees shall remain covered under the Midland County Employees Retirement System. The multiplier for members of the bargaining unit shall be 2.0 percent (.020).

The employee's retirement contribution rate shall be 3 percent (.030).

An employee shall become eligible for full retirement benefits upon accumulation of 85 "points" (age plus years of service).

The employer shall provide the opportunity for employees to retire early by reducing the point requirement from 85 to 75 points for the limited window period of January 1, 1998 through June 30, 1998. An employee who elects this option must exercise the option during this window period.

Retiree Health Care Plan:

The Employer will pay the cost of Blue Cross/Blue Shield MVF-1, hospital, medical, surgical insurance with the following riders: FAERC, D.45 NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option-1 or its equivalent coverage. The Employer shall also allow the retiree to include in its group coverage the retirees spouse in accordance with the following provisions.

The Employer shall pre-fund the Retiree Health Care Program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care premiums. The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care premiums. Employees shall contribute to this fund one percent (.01) of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future Health Care benefits for the Retiree and their spouse. If the employee quits or leaves county employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with accumulated interest thereon as determined by the Employer.

Employee contributions of one percent of their bi-weekly base pay shall be waived for employees while on short or long term disability leave. ✓

A retiree's spouse who is covered by Health care benefits from the spouses' employer shall not be allowed to participate in the employer sponsored Retiree Health Care Program.

A retiree and spouse shall be allowed to participate in the Retiree Health Care Program benefit provided they meet the following requirements.

- (1) The recipient must be an active retiree of the county and must be receiving monthly

retirement benefits.

(2) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

(3) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death. The dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a university.

(4) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The Employer shall pay 100 percent of the Health Care premiums for the retiree and 50 percent of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50 percent of the difference.

(5) The Employer shall pay an additional 5 percent of the Retiree spouse's and eligible sponsored dependent's health care premiums for each year of service in excess of 10 years of service for the Retiree.

ARTICLE XIII

INSURANCE

Hospitalization

The Employer shall continue to fully pay the present premiums for Blue Cross-Blue Shield Plan (MVF-1) and ML and PD \$3.00 Rider -- family continuation, sponsored dependent, Master Medical Plans) for the employee and his family, including the FAERC and APDBP riders and vision coverage under Group Benefit Certificate A-80.

The Employee shall make premium contributions for the above coverage as follows: \$10.00 per family; \$7.50 per 2-person; \$5.00 per single. Said premium contributions shall be made monthly by payroll deduction and are intended to be a flat rate contribution toward the payment of premiums for the above coverage.

Dental Insurance

The Employer agrees to continue to provide dental insurance with Blue Cross-Blue Shield CR25 50/50 plan.

Life and Accidental Death and Dismemberment Insurance

The Employer will continue the existing life and accidental death and dismemberment insurance in effect for all employees covered by this Agreement in the amount of \$1,000 term life insurance and \$1,000 accidental death and dismemberment insurance for each \$1,000 of the employee's wage to the nearest \$1,000 increment. In the event the minimum coverage shall be \$15,000 and the maximum coverage shall be \$50,000.

The Employer shall pay the full premium for the insurance. The insurance is effective for each employee at the start of the first month which follows the satisfactory completion of thirty (30) days of employment.

In the event of lay-off, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.

In the event of absence due to illness, the Employer will pay the premium during such absence not to exceed one (1) year.

In the event of absence due to a Workers Compensation illness or accident, the Employer will pay the premium during such absence not to exceed two (2) years.

ARTICLE XIV

MANAGEMENT RIGHTS

Any and all determinations as to hours of employment, assignment or classification of employees, wages, and conditions of employment and any and all rights as to management or operation of the Employer's business not specifically limited by this Agreement are hereby reserved to the exclusive discretion of the Employer.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: By conference between the aggrieved employee and the Judge. If not settled in this manner, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing within five (5) working days of the conference, and deliver same to the President of the Association, and his/her designee, and

Judge.

Step 2: After receipt of the written grievance by the Judge, conference between the Association President, or his/her designee, and the Chief Judge will be held within five (5) working days.

Step 3: In the event that the grievance is not satisfactorily settled at Step 2, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation or any other mutually agreeable mediator.

Step 4: If the grievance has not been settled in Step 3, the parties, or either party, may submit such grievance to arbitration; provided such submission is made within ten (10) working days after receipt of the last Step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association, or any mutually agreeable arbitrator, in accordance with its Voluntary Rules and Regulation then existing, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

Section 3. Grievances must be taken up promptly and no grievance shall be considered which is presented later than ten (10) working days after such as happened, or after an employee becomes aware of the incident giving rise to the grievance.

ARTICLE XVI

HOLIDAYS

Section 1. The Employer recognizes the following paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Friday after Thanksgiving	December 24
Christmas Day	December 31

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

Section 2. Employees covered by this Agreement shall not normally be required to work on the designated holidays.

Section 3. All full-time employees covered by this agreement shall be paid their regular salary for any week in which one of the above-designated holidays falls or is observed.

Section 4. Employees who may be required to perform necessary work on one of the above holidays shall receive one and one-half times their regular straight time hourly rate for all hours worked on such holiday, in addition to their regular salary covering the holiday as set forth in Section 3 above.

ARTICLE XVII

SEPARATE CHECKS

Whenever separate checks are called for, that sum may be incorporated into the payroll check, providing the tax withholding and consequent tax is identical.

ARTICLE XVIII

GENERAL

Section 1. The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 2. The Employer shall provide for bi-weekly pay periods on Friday. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 3. Should the employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 4. The Employer shall provide a bulletin board, in the facilities where the employees hereunder are employed, for the posting of seniority and vacation lists and for use of the Association and Employer.

Section 5. Permanent vacancies will be filled by selecting the most qualified applicant in the opinion of the employer. The employer's opinion of qualifications will be based on the applicant's aptitude, skill, ability to perform the duties of the vacancy, and consideration will be given to the applicant's length of service with the 75th District Court. The employer will inform all unsuccessful applicants in writing of the reason for their non-selection.

Section 6. The Employer shall provide job specifications for all classifications.

Section 7. When an employee is assigned work in a lower classification during the work day,

he/she shall not suffer a reduction in pay.

Section 8. Employer agrees to furnish all necessary equipment needed to perform assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

ARTICLE XIX

SUBCONTRACTING

The Employer reserves the right to subcontract portions of work previously done by the members of the bargaining unit. Except for exigent circumstances, it is not the intent of the employer to use this provision if it would cause loss of employment for bargaining unit members.

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provisions of this Agreement are held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XXI

SUSPENSION AND DISCIPLINE

The Employer shall not discharge or suspend any employee without just cause nor unfairly discipline them.

ARTICLE XXII

WORKERS' COMPENSATION

The County of Midland shall provide Worker's Compensation protection for all employees.

ARTICLE XXIII

RATE OF PAY

The hourly rate of pay will be figured at a ^{2,080}1,080 hour year. Attached hereto and marked Appendix I and II and "Salary Tables" are schedules showing the classifications and wage rates

of the employees covered by this Agreement.

ARTICLE XXIV

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 1995 to and including December 31, 1997, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to December 31, 1997, or of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

EMPLOYER

75TH JUDICIAL DISTRICT OF
MICHIGAN, MIDLAND COUNTY

BY: _____

BY: _____

EMPLOYEES

75TH DISTRICT COURT
EMPLOYEES ASSOCIATION

BY: _____
Its President

BY: _____
Its Secretary

APPENDIX I

CLASSIFICATIONS ASSIGNED TO STRUCTURE GRADES

Grade 1:

Grade 2:

Judicial Clerk - Criminal
Judicial Clerk - Civil
Judicial Clerk - Traffic

Grade 3

Judicial Clerk - Probation
Deputy Judicial Administrator/Clerk/Officer

Grade 4:

Judicial Specialist - Civil
Judicial Specialist - Criminal
Judicial Specialist - Traffic

Grade 5:

Grade 6:

Judicial Caseflow Administrator/Court Reporter

Grade 7:

Probation Officer

Grade 8:

Grade 9:

Senior Probation Officer

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APPENDIX II

GUIDELINES FOR ESTABLISHING SALARY STEPS "A" - "G"

1. New employees shall be paid at a rate ten percent (10%) less than the "A" step for the first year of employment and at a rate five percent (5%) less than the "A" step for the second year of employment. Upon completion of two years of continuous employment said employee shall be paid at the "B" level for his appropriate grade.
2. Employees with two (2) but less than three (3) years of service are placed on level (B) of the structure.
3. Employees with three (3) but less than five (5) years of service are placed on level (C) of the structure.
4. Employees with five (5) or more years of service are placed on level (D) of the structure.
5. Employees with more than ten (10) years of service may be placed at the (E) level of the structure at the sole discretion of the Employer. Level (E) is intended to recognize continuous loyal, conscientious and efficient service.
6. Step (F) and (G) are longevity steps and based upon 15 years and 20 years continuous service respectively.
7. All step increments shall be made on the basis of the date of continuous employment with the 75th District Court as a full-time, non-contractual employee. The date of employment with the County of Midland may be used to compute step increments only with the expressed written permission of the Employer.

1995 SALARY TABLE - 0% Increase

In lieu of a salary increase for the calendar year 1995, employees covered by this Agreement shall receive a 2.5 percent (.025) lump sum payment. Such lump sum payment shall be calculated as 2.5 percent of the employee's step and grade salary level as of January 1, 1995, and shall be paid the first full bi-weekly pay period following the signing of this Agreement.

	A	B	C	D	E	F	G
1	\$21,930	22,882	23,877	25,569	27,201	28,778	31,000
2	23,547	24,576	25,080	27,651	28,611	31,166	33,580
3	25,292	26,410	27,581	29,373	30,373	33,089	35,659
4	27,194	28,408	29,675	31,612	32,704	35,632	38,404
5	29,254	30,558	31,947	34,040	36,270	38,385	41,378
6	29,673	31,056	32,513	35,245	37,609	39,807	42,916
7	33,625	35,161	36,769	39,209	41,807	44,255	47,719
8	36,232	37,893	39,645	42,285	45,103	47,751	51,492
9	37,703	39,492	41,369	44,203	47,220	51,054	55,578
10	42,126	44,091	46,142	49,249	52,557	55,648	60,022

1996 SALARY TABLE - 3.0% Increase

	A	B	C	D	E	F	G
1	\$22,588	23,568	24,593	26,336	28,017	29,641	31,930
2	24,253	25,313	25,832	28,481	29,469	32,101	34,587
3	26,051	27,202	28,408	30,254	31,284	34,082	36,729
4	28,010	29,260	30,565	32,560	33,685	36,701	39,556
5	30,132	31,475	32,905	35,061	37,358	39,537	42,619
6	30,563	31,988	33,487	36,302	38,737	41,001	44,203
7	34,634	36,216	37,872	40,385	43,061	45,583	49,151
8	37,319	39,030	40,834	43,554	46,456	49,184	53,037
9	38,834	40,677	42,610	45,529	48,637	52,586	57,245
10	43,390	45,414	47,526	50,726	54,134	57,317	61,823

1997 SALARY TABLE - 3.0% Increase

	A	B	C	D	E	F	G
1	\$23,266	24,275	25,331	27,126	28,858	30,530	32,888
2	24,981	26,072	26,607	29,335	30,353	33,064	35,625
3	26,833	28,018	29,260	31,162	32,223	35,104	37,831
4	28,850	30,138	31,482	33,537	34,696	37,802	40,743
5	31,036	32,419	33,892	36,113	38,479	40,723	43,898
6	31,480	32,948	34,492	37,391	39,899	42,231	45,529
7	35,673	37,302	39,008	41,597	44,353	46,950	50,626
8	38,439	40,201	42,059	44,861	47,850	50,660	54,628
9	39,999	41,897	43,888	46,895	50,096	54,164	58,962
10	44,692	46,776	48,952	52,248	55,758	59,037	63,678

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RE: 331-12-94
F

75TH DISTRICT COURT OF MIDLAND

FUNDING RESOLUTION

PRESENT: Members Sullivan, Fillmore, Stamas, Falkenstein, Beech,
Bradley, McQuaid, Wilson.

ABSENT: Members Weaver.

The following preamble and resolution was offered by Falkenstein and supported by Fillmore.

WHEREAS, the Chief Judge of the 75th District Court has communicated to the Board of Commissioners a labor agreement between the 75th District Court and the 75th District Court Employees Association on December 5, 1994, and;

WHEREAS, that labor agreement thus submitted by the Chief Judge of the 75th District Court contained items which the Board of Commissioners determined were out of line with the current direction of how the County was going to be funding programs and services over the next two to three year period, and;

WHEREAS, the Board of Commissioners then on February 21, 1995 passed a resolution and communicated to the 75th District Court Judges that the contents of that labor agreement were not felt to be reasonable or necessary. Whereupon then the Board of Commissioners again on May 23, 1995 communicated another resolution to the 75th District Court Judges which stated that the County of Midland shall not fund the total contents of that package in that it would not be in the best interest of the County of Midland taxpayers to fund such items, and;

WHEREAS, on July 17, 1995, the Chief Judge of the 75th District Court had communicated to the Board of Commissioners a revised labor agreement which the Judges and the 75th District Court Employees Association are currently negotiating which does substantially change the economic conditions for which the Board of Commissioners would be asked to fund. These proposed changes alters the labor agreement in a favorable way toward the satisfaction of the Board of Commissioners and taxpayers of Midland County.

BE IT RESOLVED, that the Midland County Board of Commissioners appreciate the ongoing efforts of the 75th District Court Judges and the members of the 75th District Court Employees Association, to work with the County in addressing the financial equities that the Board of Commissioners and taxpayers of Midland expect to be achieved.

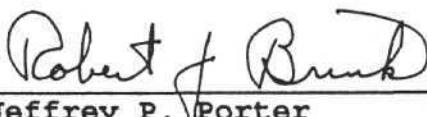
BE IT FURTHER RESOLVED, that the Midland County Board of Commissioners approve funding for the 75th District Court, for the term January 1, 1995 through December 31, 1997, at a level which will allow the 75th District Court to financially meet the terms of the revised

labor Agreement (attached), dated July 17, 1995, submitted by the Chief Judge of the 75th District Court, upon ratification by the 75th District Court Employees' Association.

IT IS FURTHER RESOLVED, that this Funding Resolution be delivered to the Chief Judge of the 75th District Court forthwith.

AYES: Stamas, Falkenstein, Beech, Bradley, Sullivan, Fillmore, Wilson.
NAYS: McQuaid.
ABSENT: Weaver.

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County of Midland, a Michigan Municipal Corporation, at a Regular Meeting held on 25th day of July, 1995, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will, or have been made available as required by said Act.



Jeffrey P. Porter
Midland County Clerk

3388

#21

July 19, 1995

12/31/97
cc: M. Mc Gill
B. Granden
Judge Fraser
CC File

To the Honorable Chairman and
Members of the Board of Commissioners

Agenda Item: 331-12-94

Ladies and Gentlemen:

We your Finance Committee recommend the Board of Commissioners
approve the resolution to support funding the District Court Labor
Agreement as submitted by the District Court Judge under cover
letter July 17, 1995.

Respectfully submitted,

Leona J. Falkenstein
Leona J. Falkenstein, Chairman

Betty L. Fillmore
Betty L. Fillmore

Tony Stamas
Tony Stamas

Hugh E. Sullivan
Hugh E. Sullivan

Finance Committee

njw

ADOPTED

Midland County Board
Of Commissioners

Date 7/25 1995

Attested: J. Wolcomb
Deputy
County Clerk and
Clerk of the Board of Commissioners

Midland County (15th Judicial District Court)