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12/31/98

Polk

Robert Henderson

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAGINAW COUNTY PROBATE COURT

JUVENILE DIVISION

-AND-

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

SAGINAW COUNTY PROBATE COURT JUVENILE DIVISION

PROBATION OFFICERS UNIT

EFFECTIVE

JANUARY 1, 1996 - DECEMBER 31, 1998

Saginaw County Probate Court

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AGREEMENT

This Agreement, entered into on January 1, 1996, between the Saginaw County Probate Court Juvenile Division, hereinafter referred to as the "Employer", and the Governmental Employees Labor Council, Saginaw County Probate Court Juvenile Division Probation Officers Unit, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all full-time Juvenile Probation Officers employed by the Employer for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Employer, and its respective departments, is solely a responsibility of the Employer, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Employer, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or the United States of America.

Section 2. In addition to all such rights conferred by law, the Employer and its department heads, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection procurement, design, engineering and control of tools, equipment and materials, the discontinuancy of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend, demote, or to discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications; and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations.

ARTICLE 3 - UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the bargaining unit, at the time this Agreement becomes effective or thirty-one (31) days after the start of their employment in the bargaining unit with the Employer, either shall become members of the union and pay the union dues uniformly required of all union members or pay to the union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 2. Payroll Deduction for Union Dues or Service Fees.

The Employer agrees to deduct Union membership dues or a service fee equivalent to the periodic dues uniformly required of Union members levied in accordance with the constitution and by-laws of the Union from each employee covered by this Agreement who executes a proper check off form. Authorization forms shall be furnished by the Union.

Section 3. Check Off Authorization. A properly executed copy of the written authorization form for each employee for whom Union dues or service fee equivalent are to be deducted here under shall be delivered to the Employer before any payroll deductions are made. Deductions thereafter shall be made only under the written check-off authorization forms which have been properly executed and are in effect.

All authorizations filed with the Employer prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient earnings to cover the dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the employee's first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Governmental Employees Labor Council Treasurer no later than the fifteenth (15th) day of each month.

Section 4. Notification. The Union shall notify the Employer in writing of the proper amount of Union dues and the service fee equivalent to periodic dues and any subsequent changes in amounts. The Employer agrees to furnish the Governmental Employees Labor Council Treasurer a monthly record of those employees for whom deductions have been made together with the amount deducted.

Section 5. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or the service fee provided herein.

ARTICLE 4 - REPRESENTATION

Section 1. Unit Chairperson. The Employer hereby agrees to recognize one (1) unit chairperson and one (1) alternate chairperson. The unit chairperson must be a full time bargaining unit Union member with a least one (1) year of seniority. It shall be the function of the unit chairperson to meet with representative of the Employer for purpose of negotiations and in accordance with the procedures established in the grievance procedure of this Agreement.

Section 2. Alternate Chairperson. The alternate chairperson shall function only in the absence of the unit chairperson.

Section 3. Notice. The Union shall notify the Employer, in writing of the names of the unit chairperson and alternate chairperson and any subsequent changes thereof.

Section 4. Chairperson(s) Time. It is understood between the Employer and Union that all such time of chairpersons shall be devoted exclusively to the prompt handling of grievances and negotiations and shall not be abused by such employees. Therefore, the privilege of chairpersons to leave their work stations after explanation to the supervisor, or director in the absence of the supervisor, during working hours, without loss of pay, is granted.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall deem to exist only whenever there develops a disagreement between the Employer and one or more employees represented by the Union as to the interpretation or application of a specific provision of the Agreement. Such disagreement shall be considered a grievance and shall be addressed to the grievance procedure.

Section 2. Procedures.

STEP 1: Any employee having a grievance, or one designated member of a group of employees having a common grievance, shall discuss the matter with the supervisor, or director, in his/her absence, and the employee shall have the right to have the chairperson present during the discussion. The chairperson shall be permitted to discuss the grievance with the employee involved and to investigate the matter if necessary, in order to establish the facts before taking up the matter with the supervisor. The supervisor, the employee, and the chairperson will attempt to adjust the grievance at this point. If the grievance is not resolved through this point, the employee shall reduce the grievance to writing which shall be signed by the employee or designated group member and be presented to the supervisor within

10 working days. This supervisor shall give the chairperson a written answer to the grievance within 10 working days.

STEP 2: If a satisfactory adjustment is not obtained under Step 1, the chairperson may request a meeting with the director and such meeting will be held no later than 10 working days. At such time, the chairperson, employee, and director shall attempt to settle the grievance. Failure of the parties to resolve the grievance will require the director to give the chairperson a written answer to the grievance within 10 working days following the expiration of the meeting.

STEP 3: If satisfactory adjustment is not obtained under Step 2, either party may request a meeting within 10 working days with Juvenile Court Director and the Union's outside district representative and the judge and/or court representatives, employees, and chairperson shall be present at the meeting. A decision on the grievance shall be made in writing by the judge or her designee, within 10 working days subsequent to the conclusion of the meeting. The final decision shall be given to all parties involved.

STEP 4: (A) Pre-Arbitration MERC

(B) Arbitration FMCS

(A) Prior to arbitration, the parties mutually agree to submit the grievance to non-binding mediation to the Michigan Employment Relations Commission. Such request must be made within ten (10) working days of the final decision of the Court. If the grievance is not resolved thru the MERC, the grievance may be forwarded to arbitration.

(B) Arbitration. Submission to arbitration shall be made by written notice to the other party no later than twenty (20) working days after the recommendation of resolution by the MERC. If the parties are unable to mutually agree upon an arbitrator, the Employer or Union shall request the Federal Mediation and Conciliation Service to submit a panel of at least five qualified arbitrators. Within ten (10) working days after receipt of a panel, the Employer or Union may object to one panel per grievance only. Within ten (10) working days after the day the letter from the agency providing the panel is received by the Employer, the Employer and Union will alternately strike names to select the arbitrator.

Section 3. Rules of Arbitration: The arbitrator shall render his/her decision within thirty days (30) after the submission of all evidence in the matter and the decision of the arbitrator shall be final, binding and conclusive upon all parties.

Section 4. Arbitration Costs and Fees. An administrative fee, if any, and the arbitrator's fee and costs shall be shared equally between the Employer and the Union.

Section 5. Grievance Procedural Rules.

(A) Whenever the term working day is used in the grievance procedure it shall be defined Monday through Friday excluding Saturday and Sunday and any recognized holiday.

(B) Grievances regarding any disciplinary action must be filed in writing within three fully scheduled working days of the disciplinary action excluding Saturday, Sunday and holidays.

(C) Any agreement reached between the Employer and the Union under the grievance procedure shall be binding upon the Employer and the employee specifically affected, and cannot be changed by any individual.

(D) Time limits or steps within the grievance and arbitration procedure may be extended or waived by mutual agreement between the Employer and the Union.

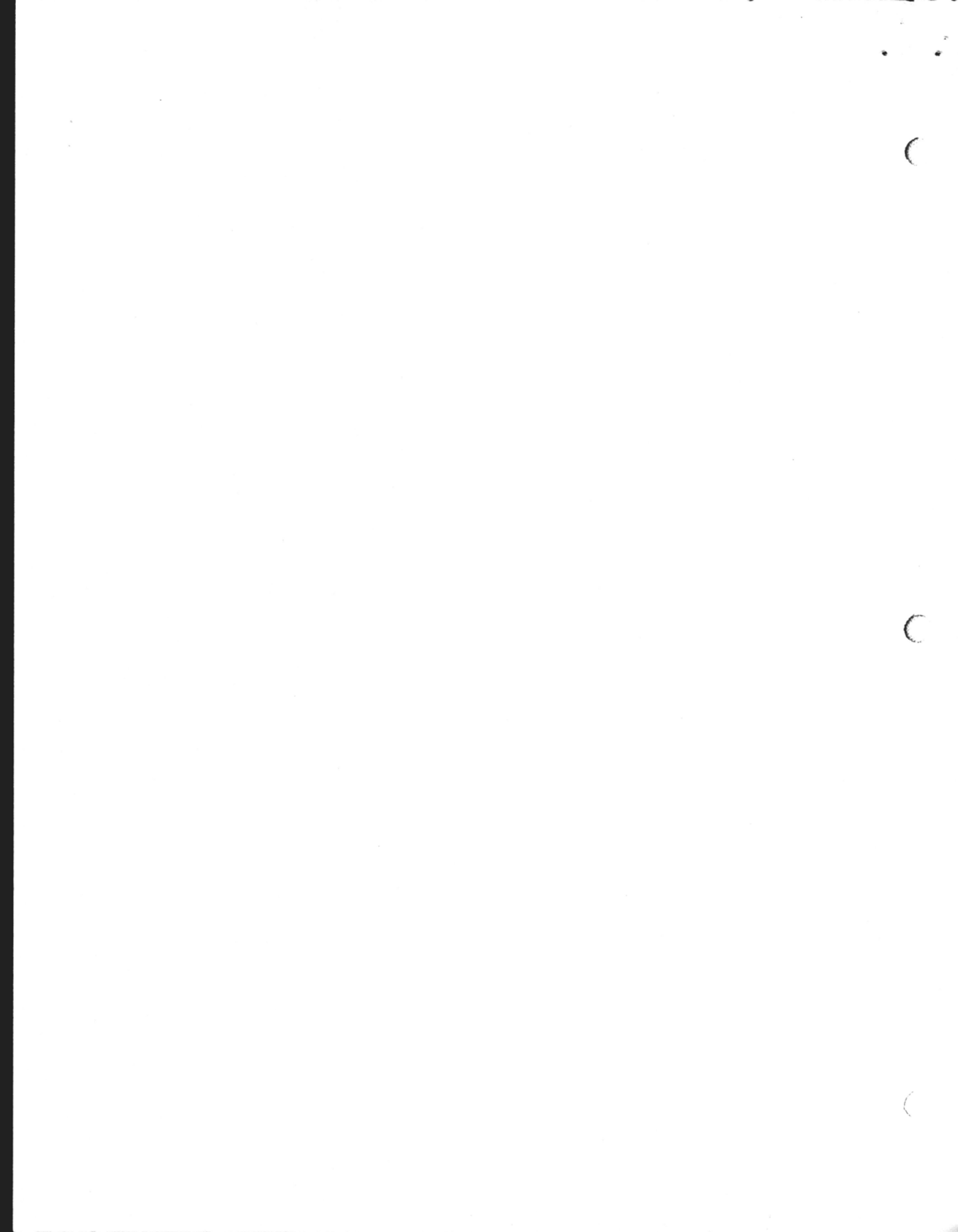
(E) Nothing in this section shall be construed to constitute a right to arbitration for any employee receiving disciplinary action in excess of 30 days or discharge. Arbitration is not available to any employee who is discharged or suspended in excess of 30 days. Nor is discharge subject to review by any person other than the court whose decision is final and binding.

ARTICLE 6 - PROBATIONARY EMPLOYEES

Section 1. Probation Period. All newly hired employees shall serve a probationary period of six months (130 work days) which shall be regarded as a trial working period of employment in order to assess the employee's ability to perform the job, work habits, attendance and other work related characteristics.

Section 2. Service and Seniority. A probationary employee's service with the court may be terminated at any time by the judge, for unsatisfactory service such as work performance, work habits or attendance and the employee shall have no recourse to the grievance procedure.

Once a probationary employee has completed the trial period, they shall be given seniority back to their hire date.



ARTICLE 7 - SENIORITY

Section 1. Definition. Seniority shall be defined as the continuous length of service with Saginaw County Probate Court Juvenile Division allowing the following definitions of service:

- (a) Full-time temporary service which immediately precedes the transfer of an employee to a regular full-time position.
- (b) Regular part-time service which immediately precedes the transfer of an employee to a regular full-time position shall be given half credit for continuous service.
- (c) All time spent on an approved leave of absence except such time shall not be considered for vacation and personal leave accrual.

Section 2. Loss of Seniority. Employees shall cease to have seniority and employment shall cease for the following reasons:

- (a) Voluntarily leaves the employment of the Employer or accepts a position with the County in a classification of work not covered by this Agreement.
- (b) Is discharged.
- (c) When absent from work three (3) consecutive working days, without notification to the Employer.
- (d) When an employee is called back after layoff, does not advise the Employer in writing or in person of his/her intent to return to work within three (3) working days after such recall.
- (e) When an employee does not report back to work upon expiration of a leave of absence, including disciplinary layoff, unless the employee furnishes adequate proof to the Employer that it was impossible for the employee to report; or the employee accepts employment elsewhere during a leave of absence (excluding vacation) without written authorization from the Employer.
- (f) When an employee is laid off for a period of twenty-four (24) months.
- (g) When an employee is on a medical leave of absence for a period of more than one (1) year unless extended by the Employer. However, if an employee has lost seniority pursuant to this provision and subsequently is able to return to full-time employment, the employee will notify the County Personnel Director and for a period of one (1) year

will be given consideration by the Employer for any vacancies in the department covered by this Agreement.

- (h) When an employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer.

Section 3. Layoff Procedure. In the case of layoff or reduction in force, seniority shall be applied as follows:

- (a) Probationary employees will be laid off first.
- (b) Part-time employees will be laid off next.
- (c) If an additional reduction in force is necessary, the Court will layoff the employees by date-of-hire seniority.

Section 4. Layoff Notification. The Employer shall notify the Union two (2) weeks in advance of a layoff; but in no event shall the notice to the Union be later than one (1) week prior to the layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore. The Employer will also post a duplicate notice of the layoff list on the court bulletin board.

Section 5. Recall Procedure. Recall to work of laid off employees shall be in accordance with the reverse order of the layoff procedure or the principle that those with the longest established seniority be called back to work first. In the event of a call back of an employee who does not immediately return upon notification, the Employer may place any other employee available in such position on a temporary basis up to and including fifteen (15) working days, without prejudice and without liability.

Section 6. Employee Address - Responsibility For. It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Personnel Department, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. The County has no responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 7. Seniority Lists. The Employer shall post a seniority list of all employees having seniority rights. The list shall be updated when necessary and at least one each year.

ARTICLE 8 - WORK BY SUPERVISORS & TEMPORARY TRANSFER

Section 1. Work By Supervisors. Supervisory employees shall not perform work which will deprive an employee of their regular job, but shall not be construed to prevent supervisory employees from the following situations:

- (a) The instruction and/or training of employees;
- (b) In emergency situations or scheduled leaves of absence where there are no bargaining unit employees available to do the work.
- (c) From bargaining unit work on an unscheduled basis and such work does not displace or otherwise erode bargaining unit work.

Section 2. Temporary Transfer. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy for a period not to exceed thirteen (13) weeks or such longer time as may be mutually agreed upon by the Employer and the Union.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1. Definitions.

- (a) WORK DAY. For purposes of computation of pay a work day is eight (8) hours.
- (b) WORK WEEK. For purposes of computation of pay a work week is forty (40) hours within a five (5) day work week (Monday thru Friday).
- (c) PAY PERIOD. For purposes of computation of pay a pay period is considered eighty (80) hours of work within a two (2) week work period.
- (d) PAY DAY. The day upon which an employee is paid is referred to as payday. Employees pay is for two (2) weeks of work preceding the week in which the pay check is issued. There are twenty-six (26) pay days during the year.

Pay checks are distributed to employees every other Friday at the offices of the Court. If a holiday falls on a payday, employees will be paid on the day before the holiday, whenever possible.

Section 2. Overtime/Compensatory Time.

- (a) **Definition.** Overtime is authorized work performed in excess of forty (40) hours in a work week.
- (b) When an employee must work in excess of the normal forty (40) hours work week, the following procedures are to be followed:
 - 1. That overtime shall be authorized by the immediate supervisor or director of court services when supervisor is not available.
 - 2. Once the overtime has been approved, work schedules may have to be rearranged to allow the employee to take a like amount of time off during the same pay period so that the total amount of time worked during that week does not exceed forty (40) hours.
- (c) **Compensatory Time. Definition.** Compensatory time is time off for a non-exempt employee who is required to work in excess of the normal eight (8) hour work day or through the lunch period. Compensatory time will be compensated on a one-to-one basis, that is for every hour worked in excess of the normal work day, one (1) hour can be taken as comp time.

A log should be kept by each employee detailing the amount of comp time earned, the reason, and the date. When comp time is earned; the employee should notify his/her supervisor as soon as possible. Supervisors will authorize all comp time and make arrangements when the time can be taken by the employee.

Comp time should be taken within the same pay period as it is earned.

When requesting time off for comp time, the employee shall give enough advance notice to the supervisor so the department can be covered.

Section 3. Flex Time. The court reserves the right to modify the work day and work week definitions to implement a flex time schedule.

Section 4. Working Out Of Classification.

- (a) Employees may be directed by the probation supervisor or director of court services or the judge, to perform duties above their classification of probation officer.
- (b) Employees who are requested to perform duties above their classification shall receive a minimum of one (1) hour of compensation time, and in increments of one-to-one in excess

of one hour, for all work performed in the actual classification.

- (c) The court shall attempt to equalize and rotate as practicable all work assignments under this provision. Any alleged violation of this section shall be a subject of the special conference and not grievable under this Agreement.

ARTICLE 10 - HOLIDAYS

Section 1. Days of Celebration. The following and such other days as the Board of Commissioners may fix are holidays with pay for all regular full-time employees scheduled to work on such days:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Good Friday Afternoon	
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
Friday after Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 2. Alternate Days. If one of the holidays listed above should fall on a Sunday, the next Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, the previous Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the holiday will be observed on Friday.

Section 3. Employees who are required to work on a holiday shall receive, in addition to holiday pay, compensation time on a one-to-one basis.

Section 4. In the event that Saginaw County shall cease to recognize one (1) or more holiday(s) listed under Section 1, the parties agree to open this issue for bargaining.

ARTICLE 11 - VACATION

Section 1. Accumulation. Employees hired prior to January 1, 1993, shall earn one-half (1/2) day of vacation for each completed bi-weekly pay period, equivalent to thirteen (13) work days a year. Vacation days may be carried over from one year to the next. Vacation that is unused is payable at 100% of the employees pay grade at the time of separation, retirement or death. Employees hired after January 1, 1993 shall be covered by Article 12, Section 4 of this Agreement. It is the intent that all hires after January 1, 1993 shall be covered under the County PTO Plan.

Section 2. Additional Vacation Rate.

(a) Additional vacation is earned for continuous service at the rate of two (2) days for each (5) year period as follows:

2 days for 0 to 4 years of service;

4 days for 5 to 9 years of service;

6 days for 10 to 14 years of service;

8 days for 15 to 19 years of service;

and an additional 2 days for each succeeding 5 year period.

(b) Credit. Employees shall be credited annually with this additional vacation at the beginning of each calendar year. At the time of retirement or death, the leave will be credited on a pro-rate basis according to the number of pay periods completed during the year.

Section 3. Employees may carry-over vacation days from one calendar year to another.

Section 4. Authorization. Employees shall make requests for vacation in writing to their supervisor at least four (4) days in advance of intended vacation period. The employee will be advised in writing by their supervisor if the vacation has been granted or denied. The Court requires that two (2) probation officers shall be working during times when the Court is open.

Whenever a conflict arises in scheduling a vacation period between bargaining unit employees, seniority shall prevail. During the Christmas and New Year Holiday, senior employees may consent to allow less senior employees vacation opportunities.

ARTICLE 12 - PERSONAL LEAVE

Section 1. Personal Leave Bank. Each employee covered by this Agreement shall receive on January 1 of each year a personal leave bank of seven (7) days (56 hours) that can be used by the employee for any purpose.

Personal leave must be used by December 31st of each year and cannot be carried over from year to year.

The personal leave time is recorded in hours on each employee's paycheck stub.

This system replaces the time off formerly given for injury or illness. Time away from work for reasons of sickness, injury, or pregnancy are now covered under the Employee's Medical Disability Policy.

Section 2. Authorization. Employees must submit in writing to their supervisor for personal time off at least one week (5 days) in advance unless for good cause shown, i.e. illness, emergency.

Section 3. Probationary Employees - Personal Leave. Personal leave is not given to an employee until completion of the probationary period. Employees hired during the calendar year will receive the listed number of personal hours.

Section 4. Paid Time Off Plan. All employees hired after January 1, 1993, shall come under the Paid Time Off Plan (PTO). All benefits under PTO are defined in the Saginaw County Manual. Paid time off will be compensated upon termination for 150 days up to 50%. PTO time will count towards an employee's final average compensation when they retire.

ARTICLE 13 - LONGEVITY

Section 1. Longevity Pay. Longevity pay of Seventy Dollars (\$70) per year for each full year of continuous regular full-time service shall be payable to each employee covered by this Agreement in accordance with County policy. Longevity shall be paid upon completion of the employee's fifth year of full time continuous service.

An employee who retires or dies during the year shall be entitled to a pro-rated longevity bonus for the number of months served to the date of retirement or death. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro-rated longevity for the year.

ARTICLE 14 - BEREAVEMENT LEAVE

Section 1. Immediate Family. In the event of a death in the employee's immediate family (spouse, child, stepchild, parent, parent-in-law), the employee shall be excused without loss of pay of the days scheduled to work for a period not to exceed three (3) consecutive days, one of which must be the day of the funeral. The supervisor or such other person as designated by the court may authorize an extension of the leave up to a total of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over 300 miles one way from the Juvenile Center.

Section 2. Close Relative. In the event of the death of a close relative (grandparent, grandchild, brother, sister, step-parent, employee's or spouse's aunt, uncle, brother or sister, daughter-in-law or son-in-law) the employee shall be excused without loss of pay for the purposes of attending the funeral provided such funeral day is one of the employee's normally scheduled work days. The supervisor or such other person as designated by the court may authorize an extension of the leave up to a total of three (3) days if circumstances, such as extensive travel (as defined above) require the employee to be absent.

ARTICLE 15 - LEAVES OF ABSENCE

Section 1. Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Any request for a leave of absence shall be submitted in writing by the employee to the Supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The Supervisor shall indicate his/her approval/disapproval and forward the request to the Judge for consideration. Refusal to grant a disability leave shall be subject to the grievance procedure.

Section 3. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4. An employee on an approved leave of absence will continue to accumulate seniority while on an approved leave of absence, however, the time shall not count toward progression on the merit scale.

Section 5. Reserve-Military Leave. Except as herein provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

- (a) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties. The employee shall receive the difference between his/her regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- (b) Employees who are called for a physical for the armed services are to be granted pay for the day of the physical.
- (c) Any employee other than a temporary employee who enters into the armed forces of the United States, shall, if he/she otherwise qualifies under federal law, be entitled to the re-employment rights set forth in Act of December 3, 1974, P.L. 93-508, being 38 USCS 2021-2026.

Section 6. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day less amount received for jury duty.

Section 7. Court Appearance. Employees required either by the County of Saginaw or any other agency to appear before a court or

such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful performance of their duties to the Employer 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.

Such employee shall be paid the difference, if any, between the compensation they receive from the Court or agency and their wages for time necessarily spent in such. Employees will be paid for such time after turning over the witness fees to the Employer.

Section 8. Conventions. Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union, provided two (2) weeks notice is given to the Employer. Refusal to grant leave under this section shall be subject to the grievance procedure. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year.

Section 9. Maternity Leave. Disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the disability leave and leave of absence provisions.

Section 10. Leave of Absence With Pay.

- (a) Authorization. The judge or director with consent of the presiding judge may authorize time off with pay to employees in order to permit them to attend school, conferences, visit other judicial agencies or courts, or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

Section 11. Leave of Absence Without Pay.

- (a) An employee may be allowed leave of absence without pay upon approval of the judge or director with consent of the presiding judge.
- (b) Continuous Service. An employee granted a leave of absence without pay shall be considered still in the employment of the Saginaw County Probate Court for continuous service purposes but will not earn annual and sick leave nor compensation schedule step increases.

(c) Effects of Leave. When an employee is granted a leave of absence without pay, the following occurs:

1. If the leave is longer than a pay period, the employee shall be removed from the Court payroll which will result in:

Loss of employer's contribution toward health, life, and short or long-term disability insurance premiums. Employee must make own arrangements to pay insurance premiums if the employee wants to retain insurance coverage.

Loss of any payroll deductions of Credit Union. Employee will need to make arrangements to pay Credit Union loan payments and/or insurance premiums directly to the Credit Union.

Section 12. The parties agree that the Act known as the "Family and Medical Leave Act of 1993" shall apply in its entirety to this Agreement.

ARTICLE 16 - SPECIAL CONFERENCE

Section 1. Special conferences between the parties' representatives shall be arranged to discuss important matters. Either party may request a special conference by sending the other party a written request for the conference, outlining the issue(s) on an agenda, to be discussed.

Section 2. Either party may have up to three (3) representatives present at the meeting. Bargaining unit representatives present at the meeting will not lose any wages for time spent while at the meeting.

Section 3. Meetings shall be held no later than two (2) weeks after receipt of request for the special conference is received by either party, unless otherwise agreed.

Section 4. The purpose for a special conference is for the parties to attempt to mutually resolve problems that may arise and shall not be used for purpose of collective bargaining of contract issues. There shall be no more than three (3) special conferences annually.

Section 5. No issues raised by this provision shall be subject to the terms and conditions of the collective bargaining agreement.

ARTICLE 17 - MISCELLANEOUS

Section 1. Resignations. If an employee plans to resign from the Juvenile Court, a written resignation to the Juvenile Court Judge should be forwarded at least fourteen (14) days prior to the termination date. One (1) copy of the written resignation should be forwarded to the Department Supervisor, one (1) copy to the Director of Court Services, and one (1) copy to the Juvenile Court Judge.

Failure to give at least fourteen (14) days notice to the Court prior to the termination could result in this information being given to any future employer.

Section 2. Workers' Compensation. If an employee incurs a job-related injury or illness, the employee is covered by workers' compensation insurance.

Section 3. Bulletin Board. The Court shall provide space on a bulletin board in the employee lounge for the purpose of the Union to post notices of union business.

Section 4. Personnel File. Each employee shall have the right to review his/her personnel file upon request.

Section 5. Education Reimbursement. If funding exists, the funding unit shall reimburse bargaining unit employees for approved educational expenses per the County education reimbursement policy. (Effective 10/24/95)

Section 6. Job Reclassification. If the Court substantially modifies or alters the job functions of bargaining unit members to perform work not otherwise associated with the primary duties of bargaining unit members, the Union and Court agree to negotiate the re-factoring issue and job review issue.

Section 7. Keys. Each employee shall be issued two (2) keys on their first day of employment with the Court. One key will be for the employee's personal office, and one will open the restrooms and hall doors. If a key is lost or stolen, the loss is to be reported immediately to the department supervisor and the administrative assistant. Upon termination of the employee's employment, keys are to be returned to the administrative assistant.

Section 8. Identification Cards. The Juvenile Court employees who are required to do business outside of the court shall be furnished with an identification card indicating proof of employment.

Cards issued to employees shall be returned to the administrative assistant upon separation.

Should an identification card be lost or stolen, the employee is to report the loss immediately to their department supervisor.

Section 9. Sign Out Sheet. A "sign out sheet" is to be utilized by all employees who leave the office for required business during the work day.

The date, time, location of the official business, telephone number if available and expected time of arrival back at the court must be recorded.

Employees who have been approved for taking a lunch hour other than 12:00 - 1:00 p.m. should sign out for lunch prior to leaving the building.

Employees are expected to be at the location written on the sign out sheet, and to return to the office as near to the stated return time as possible. Infractions may be cause for disciplinary action.

When an employee finishes his/her business at the stated locations, he/she is to return to the court.

An employee who signs out on business is expected to work until 5:00 p.m. and quitting work earlier is cause for disciplinary action, unless the employee notifies his/her supervisor explaining the reason for the variation and receives approval. The approval request will be recorded as vacation, county personal hours, or compensatory time whichever is appropriate. If the employee's supervisor is not available, the employee may notify the receptionist of his/her intentions to quit early and request that she notify the appropriate supervisor.

Section 10. Professional Organization Memberships.

All employees of the court are encouraged to join professional organizations and groups that will enhance their job skills and professionalism on the job.

The Juvenile Court will be responsible for paying the dues of qualified court employees to the following organization:

Juvenile Justice Association of Michigan

Dues for other organization memberships are the responsibility of the individual employee but may qualify as income tax deductions.

Section 11. Any paragraph or provision herein written whereby members of the Union are entitled to benefits at a current county rate shall be notified through their Union, in writing, of any change within 30 days of the effective date of that change.

Section 12. Employees may have one (1) break time in the morning, not to exceed twenty-five (25) minutes, and one (1) break time in the afternoon hours, not to exceed twenty-five (25) minutes.

ARTICLE 18 - INSURANCE

Section 1. Health Insurance. Except as provided under co-payment, the County shall pay the group premium for hospitalization, surgical and medical insurance, semi-private service for regular full-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of thirty (30) days qualifying service. The bargaining unit shall have the option to change from the PPO#2 to the PPO#1 coverage subject to the language contained in those plans.

- (a) Effective March 1, 1993, prescription coverage will be provided under the Saginaw county Preferred Pharmacy Plan.

Retiree Health Insurance

- (a) An employee retiring from the court shall be entitled to continue with the group hospitalization plan approved for retirees at County expense provided proper application is made prior to retirement (and the employee is a member of the plan on the date of retirement). A vested employee who leaves court employment before attaining the age and service required to receive a pension shall not be eligible for health insurance coverage unless such employee is 55 years of age or older and has 10 or more years of service at the time of termination and entry into deferred retirement. In such a case, the deferred retiree shall be re-enrolled at the time the pension benefit begins.
- (b) Employees who retire on or after January 1, 1990, may elect to receive \$50 per month in lieu of health coverage provided they are not covered as a dependent under a County paid health plan.
- (c) A co-pay at the percentage indicated below will be required by retirees who retire after January 1, 1991:

<u>Year of Service*</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 or more	95%	5%

* The number of full years of service credit used to compute the employee's MERS benefit.

Medicare Insurance.

Retirees and their dependents will be converted to Medicare Complementary coverage upon reaching 65 years of age. Retirees who retire prior to May 1, 1984, shall be eligible for reimbursement of Medicare Part B costs semi-annually during the months of December and June providing satisfactory proof of payment is presented to the payroll division of the controller's office. Reimbursement for Medicare Part B costs will not be made retroactive for more than 12 months prior to the submission of the claim. Only those on Complementary Health Insurance are eligible for reimbursement of Medicare Part B costs.

Section 2. Dental Insurance. Dental insurance shall be provided to regular full-time employees and their eligible dependents (as defined by the insurance carrier) effective the first billing date subsequent to completion of one year service.

Section 3. Life Insurance. The County shall pay the group premium for term life insurance for regular full-time employees effective the first (1st) day of the month following completion of six (6) months of service; the amount of such insurance will be determined by the Board of Commissioners.

Section 4. Co-Payment. Co-payment by employees at a percentage designated by the Board of Commissioners is required for health and dental insurance. Also, the additional cost of sponsored dependent riders shall be paid by the employee. The additional

cost of Health Plus of Michigan, if greater than the premium for Blue Cross/Blue Shield or Group Health Services (whichever is greater) shall be paid by employee.

Section 5. Dual Coverage. Officials, employees, and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage paid with Saginaw County funds.

Section 6. Continuation Of Insurance During Layoff

- (a) Health. In the event of a leave of absence, or layoff, health insurance will be continued at County expenses to the first billing date subsequent to thirty (30) days after the leave began. The term "County expense" shall be in accordance with the above Co-Payment paragraph.
- (b) Dental. Coverage will continue until the first billing date subsequent to layoff.
- (c) Life. Coverage during layoff will continue until the end of the month following the month in which the layoff began. Life insurance will continue in force for a period of up to six (6) months from the layoff. An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after return to work.

Section 7. Separation. Upon separation from employment other than retirement, all insurance coverage will be terminated on the day prior to the first billing date subsequent to the separation. Health and dental coverage may be continued at the employee's expense if requested in accordance with federal law.

Section 8. Option To Health Insurance Coverage. A court employee (excluding elected officials and members of boards of commissions) who is eligible for enrollment in a County health insurance program may choose to receive seventy-five dollars (\$75) per month in lieu of such insurance coverage; provided, however, the employee provides proof of another source of insurance and signs a statement attesting to said insurance coverage, and is not covered as a dependent on a County paid health plan.

If an employee's status changes such that he/she is no longer eligible for coverage under another policy (divorce, death of spouse, etc.) the employee may re-enter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not notifying the County in a timely manner, or for any other reason not directly

attributable to the County the County shall in no way be held liable for health coverage during such lapse.

ARTICLE 19 - DISABILITY - ILLNESS/INJURY

Section 1. The disability plan will require a thirty (30) work day waiting period for the disability program to begin. After thirty (30) days, an employee will receive 50% of their pay up to two (2) years, which may be supplemented with their vacation, sick and leave bank. In addition to the disability plan, each employee will receive five (5) additional paid time off days to be placed in the leave bank for each year of employment during the years 1989, 1990, 1991, and 1992. Those five (5) days will be adjusted and allocated on an annual basis so that for each of the years listed 1989, 1990, 1991, and 1992, an employee, if they worked for that full year, will receive those five (5) days minus any days taken under the disability plan in any one of the four years stated above. These additional days are given for the specific reasons noted above.

As an example, if an employee was employed in all four (4) years but took ten (10) days of disability in 1990, they would receive the five (5) days for 1989, no days for 1990, five days (5) for 1991, and five (5) days for 1992 for a total of fifteen (15) days. The added number of days will be kept in a separate bank, and can be used for any approved leaves and will be paid at a rate of 50% of the current pay at separation.

The disability plan will also provide for health and dental coverage to continue during the entire period of disability with the same employee co-pay or percentage of premium contribution.

Life insurance coverage will continue without cost during the disability.

Nothing in this section shall be given what was referred to in the past as a "short term disability". It is understood and agreed by the parties that the disability plan in effect supersedes all prior disability plans.

Section 2. Eligibility. Under no circumstances will an employee be eligible for benefits described under the disability programs except by County approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of the illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said certificates and may refer the employee to a physician of its choice whenever it deems necessary.

Section 3. Termination. Disability payments shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the County; when the treating physician statement of disability expires and an extension is not provided; when the employee retires under MERS as a result of disability of normal service retirement or upon layoff, death or discharge.

Section 4. Social Security Offset. Disability payment described herein shall be offset by any social security disability payment due or received by the employee. An employee determined to be permanently disabled shall be obligated to apply for benefits from the social security administration and in such case any disability payments received by the employee from the County for any period paid by social security shall be repaid by the employee to the County.

Section 5. Bank Sick Days. Banked days may be used to supplement disability payments. One half of unused bank days will be paid off at resignation, retirement, layoff or death up to one half of 120 days for those individuals with the short and long term disability. Employees discharged for cause shall not be paid for banked days.

Section 6. AIDS. Federal and State authorities have ruled that AIDS falls within the statutory definition of a handicap. Therefore, supervisors will insure that employees with AIDS who meet acceptable performance standards and whose medical conditions are not a threat to themselves and others are treated consistently with other employees. The health condition of an employee is personal and confidential, so precautions must be taken to protect the confidentiality of an employee's health condition.

ARTICLE 20 - RETIREMENT

Section 1. Retirement Systems. All full-time employees of the court are required to become members of the Michigan Municipal Employee's Retirement Systems (MERS) coincident with employment. Effective January 1, 1993, Benefits B-3 and F50/25, F55/20, V-6, FAC5 with an E rider Program subject to the approval of the Board of Commissioners with 0% employee contribution will be implemented. Effective January 1, 1993, (or when available), all new hires in the bargaining unit shall become members of the Saginaw County Defined Contribution Plan.

Existing employees have a right to switch from the MERS Defined Benefit Program to the Defined Contribution Program up until January 1, 1994.

Section 2. Records. Each employee shall be required to file with the personnel department of the County a membership form giving information relative to date of birth, the designation of a beneficiary, a contingent beneficiary, and dates of birth of the beneficiaries.

Section 3. Contribution. The Employer contributes actuarially determined amounts required to keep the retirement systems in sound financial conditions. Employees do not contribute to the retirement systems.

Section 4. Benefit Plan. The benefit plan for employees covered by this Agreement is the B-3 defined benefit with an F50/25, F55/20, FAC5, V-6 with an E rider subject to the approval of the Saginaw County Board of Commissioners.

Section 5. Informational Pamphlet. A pamphlet containing information on the MERS plan for employees in the bargaining unit shall be provided to employees thru the personnel department.

Section 6. Exceptions. In the event the County offers exceptions to the current retirement plan (early out, return rights, etc.) to all other County employees, such offer shall be extended to this bargaining unit.

Section 7. County Wide Seniority. For the purpose of this section all compensation shall be based upon years of service with the County that contributions were made.

ARTICLE 21 - TRAVEL

Section 1. Policy. It shall be the policy of the Court through the County to reimburse employees for travel expenses incurred as a result of their official duties at rates established by the Board of Commissioners and the Court. The policy shall apply to all bargaining unit employees who by the nature of their assigned responsibilities, or because of special circumstances, are required by the Court to use their privately-owned vehicle for travel and/or perform functions at a location other than their normal work location.

Section 2. Mileage. Mileage will be paid at the rate established by the Board of Commissioners and the Court to bargaining unit employees required to use their privately-owned vehicle in conducting court business.

- (a) When travelling to out-of-county activities, transportation must be shared when possible. Economical use of court funds has priority over personal convenience or preference. Out of county mileage will be reimbursed for actual miles driven

provided the mileage does not exceed the distance specified on the Michigan state map, plus a maximum of 15 vicinity miles.

- (b) All mileage shall be computed from the normal work location using the shortest route to the destination point and return except in the following situations.
 - 1. Mileage will be computed from residence to destination if actual departure is from the residence and if the distance is less than the distance from work location to destination.
 - 2. If the distance is greater from the residence, the employee may still leave from there, but mileage will be calculated from the work location to destination.
 - 3. Under no circumstances is mileage allowed between residence and normal work location.
- (c) Reimbursement for authorized auto travel out of state shall be at the prevailing mileage rate.

Section 3. Meals. Reimbursement for meals shall be paid at the rate established by the Board of Commissioners and the Court and will be made under the conditions enumerated below:

- (a) Official travel which takes the individual outside the boundaries of Saginaw County during the entire mealtime hours will render eligibility for reimbursement for meals actually purchased for personal use providing a receipt is filed with the travel expense voucher. If an employee does not have a meal or meals during a given day he/she is not permitted to then add the cost of the unused allowance to the expense voucher.
- (b) Mealtime is defined as follows: Per Diem

Breakfast: 6:00 a.m. to 8:30 a.m.
Lunch: 11:00 a.m. to 1:30 p.m.
Dinner: 4:30 p.m. to 7:00 p.m.

- (c) Reimbursement for meals will be stated rates and under no circumstances will non-food items be included in claims for reimbursement for means. This includes alcoholic beverages.

Section 4. Accommodations. Reimbursement may be made for actual expenditures for overnight accommodations subject to the following restrictions and limitations.

- (a) If the destination is more than 150 miles from the normal work location, and if the individual must be at the destination at or before 9:00 a.m., travel may commence after lunch on the day preceding.
- (b) If official business terminates after 5:00 p.m., and the location is more than 150 miles from the normal work location the official or employee may remain overnight and commence travel the following morning.
- (c) If the temporary work location is more than 50 miles from the normal work location and the duration is more than one day, the nights between such work days may be spent in the immediate vicinity and reimbursement claimed for cost of lodging at established rates.
- (d) Reimbursement is limited to the cost of a single room at prevailing rates for accommodations normally used in business, however:
 - 1. Double accommodations, two in a room, should be utilized when possible.
 - 2. If a "double" is shared with another court employee, each may claim reimbursement for one-half the rate of the room.
 - 3. If the cost of a "double" is shared with someone other than a court employee, i.e. spouse, reimbursement may be claimed for the actual expenditure to the employee or an amount equal to the rate for a single occupancy, whichever is less.

Section 5. Budget For Travel Related Expenses. Expenses associated with attendance at meetings, conferences, and seminars within the state of Michigan shall be requested by the department head during the preparation of the annual budget to the County. Travel outside the state shall be allowed only by authorization of the standing board committee. Route mileage allowance associated with day-to-day business within the County will be separate line item.

Section 6. Expense Vouchers. Employees are reimbursed for the actual and necessary costs of incurred expenses related to required business outside of the Court.

Mileage will be reimbursed on a per mile basis at the current rate approved by the Board of Commissioners and the Court.

Travel expenses will be reimbursed for the actual and necessary costs of transportation and related travel expenses.

The Court is not required to reimburse expenses that are not supported by appropriate receipts.

Upon incurring a travel expense, the employee should fill out a travel expense voucher making sure that each expense is supported by the date of the expense, the address where the official business took place, and the amount of the reimbursable expense. The Court address should be placed at the top of the form.

The employee is not to total the expenses or mileage form. The total will be done by personnel in the administrative assistant's office.

All expense vouchers are to be signed by the employee and submitted to the administrative assistant.

Normally, an expense voucher should be completed at the end of each month, detailing the expenses that were incurred during the month.

Section 7. The effective date for this Article shall be January 1, 1993.

ARTICLE 22 - WAGES

Effective January 1, 1996, employees shall receive a wage increase of 3% of their base wage. Effective January 1, 1997, employees shall receive a wage increase of 3% of their base wage. Effective January 1, 1998, employees shall receive a wage increase of 3% of their base wage.

ARTICLE 23 - EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall become effective on January 1, 1996, and shall continue in full force and effect until 11:59 p.m. December 31, 1998, and thereafter, for successive periods of one (1) year, unless either party shall, on or before the ninety (90) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to modify, alter, change or amend, or any combination thereof, the Agreement.

IN WITNESS WHEREOF, the parties have set their hands this _____
day of 20th, 1995.

FOR THE EMPLOYER

Judge

FOR THE UNION

IN WITNESS WHEREOF, the parties have set their hands this 20th
day of December, 1995.

FOR THE EMPLOYER

Faye M. Harrison
Will [unclear]
Barbara Jean Cecil

FOR THE UNION

Larry [unclear]

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