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SEPTEMBER 25, 1998

**AGREEMENT**

**BETWEEN**

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

**AND**

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

*St. Joseph County*

Termination Date: June 30, 1999

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LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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AGREEMENT

THIS AGREEMENT, made this 15th day of DECEMBER, 1998, by and between the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AND ST. JOSEPH COUNTY DISTRICT COURT, hereinafter referred to as the "Employer," and the ST. JOSEPH COUNTY COURT EMPLOYEES' ASSOCIATION, hereinafter referred to as the "Association," effective July 1, 1996, excepting for certain provisions.

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

ARTICLE I

ASSOCIATION RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of ACT 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regular full-time and permanent part-time clerical employees of the St. Joseph County District Court, but excluding department heads, supervisors, professional employees, temporary employees and all other employees.

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

ARTICLE II

MANAGEMENT RIGHTS

Section 1. It is understood and hereby agreed that the Employer reserves and retains solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classification of work; to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriation; to direct and control operation; to discontinue, combine or reorganize any part or all of its operation; to maintain order and efficiency; to study and use

improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the grievance procedures established in this Agreement.

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

Section 3. The exercise of the foregoing powers, rights authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution, the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws and rules and orders of the Michigan Supreme Court or any other supervising or Superior Court, or any other national, state, county, district, or local law or regulations as they pertain to the Courts.

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

### ARTICLE III

#### ASSOCIATION SECURITY

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

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

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

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

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

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

Section 7. Loss of Seniority

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

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### EMPLOYEE EVALUATION

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

Section 2. All newly hired employees shall serve a probationary period equal to one hundred thirty (130) working days of seven and one half (7-1/2) hours which shall be regarded as a trial period during which they serve as employees at will and may be terminated at the sole discretion of the Employer without access to the grievance procedure. If the employee's job performance is less than completely satisfactory, the Court Administrator in lieu of terminating employment may extend the period of probationary employment for a period not more than sixty (60) working days. Overtime in excess of the employee's regularly scheduled work day shall not be included in computing the expiration date of the employee's probationary period.

Section 3. Evaluation. Probation employees will be provided an evaluation conference within the first four hundred fifty (450) work hours of employment.

Section 4. An employee entering a different position within the Court shall receive the rate of pay associated with that position. A trial period of four hundred fifty (450) working hours shall be instituted to determine job performance. If the employee fails the trial period of the different position, he will be reinstated to the former position with no loss of salary, benefits, or increment status associated with the former position.

Section 5. An employee returning from any form of extended leave of sixty (60) working days or more may, at the discretion of the Court Administrator, be required to serve an additional probationary period of two hundred twenty-five (225) work hours except when Section 4 may apply.

ARTICLE VI

NEW JOB CLASSIFICATION

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

ARTICLE VII

WAGES

Section 1.

- A. The wage schedule for the period July 1, 1996 through June 30, 1998 covered by this Agreement is as listed in appendix A-1.
- B. Effective July 1, 1998 all classifications covered by this Agreement, as listed in appendix A-2, shall be included in the County-wide classification and compensation system.
- C. Effective July 1, 1998, employees shall be placed on the compensation system as shown in appendix A-3.
- D. Effective January 1, 1999 the compensation system covered by this Agreement shall be increased by one percent (1%). This increase is for the period January 1, 1999 through December 31, 1999. The compensation system effective July 1, 1998 and January 1, 1999 are set forth in appendix A-4, which is attached hereto and by this reference made a part hereof.



- E. Those full time employees employed on July 1, 1998 will advance to the next step on January 1, 1999. Part-time employees would advance to the 6 month step after completing 1040 hours and all other steps after 2080 hours.
- F. Those hired after July 1, 1998 will advance to the next step based on their date of hire. Part-time employees would advance to the 6 month step after completing 1040 hours and all other steps after 2080 hours.
- G. Effective January 1, 1999, one half percent (1/2%) shall be applied to the hourly rate of those employees whose hourly rate exceeds the maximum step of their pay grade.

Section 2.

- A. An employee required to work in excess of a regularly scheduled work week up to forty (40) hours per work week shall be compensated in hourly rate or in vacation leave at a rate of one hour vacation leave for one hour overtime.
- B. Employees required to work in excess of forty (40) hours per week will be paid at time and one-half for any such hours worked.
- C. Overtime shall not be paid or compensated unless approved by the Court Administrator and noted on the time sheet.

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

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

ARTICLE VIII

HOURS OF WORK

Section 1. The standard work week shall consist of thirty-seven and one-half (37-1/2) hours. Included in a work day shall be a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m., or the first half and second half of their regular shift, whichever may apply.

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

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

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

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

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

## ARTICLE IX

### LEAVE OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

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

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

Section 3. Special Provision.

- A. Failure to report for work as scheduled on the first day following the leave of absence may result in the employee's termination, except when provisions have been made with the Court Administrator.
- B. All noncompensable leaves of absence should be considered by the employee as to their necessity. Fringe benefits, such as vacation, holiday pay, etc., will not be accumulated or paid for during a leave of absence. However, length of service, grade, classification, and fringe benefits accrued prior to

the leave of absence will not be lost during said leave but will be reinstated in full to the employee upon his return to work.

- C. Such leave may be extended for like cause.
- D. Each employee will have to make financial arrangements with the Business Office to continue any insurance premium payments or payroll deductions by the employee.

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

Section 5. Unpaid Leave: Family and Medical Leave Act of 1993:

- A. General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) work weeks during any consecutive 12 month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. An employee electing an unpaid leave of absence cannot later decide to use accrued paid leave. A personal leave of absence may be granted in the following cases:
  - 1. A serious health condition that makes the employee unable to perform the functions of his/her position;
  - 2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
  - 3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
  - 4. Because of the birth of a child/children of the employee and in order to care for such child/children;
  - 5. To attend an educational institute, or for other reasons deemed appropriate by the Employer.
- B. Notice.
  - 1. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

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

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Court, subject to the approval of the health care provider, and;
  - b. Shall provide the Court Administrator with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
- C. Certification for Medical Leave.
1. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
    - a. The date on which the serious health condition commenced;
    - b. The probable duration of the condition;
    - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
    - d. When applicable, a statement that the employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
    - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
    - f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
    - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
    - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse, who has a serious health condition, or assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- D. Intermittently or Reduced Leave Schedule.
1. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agrees to such an arrangement.

Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

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

E. Second Opinion.

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

F. Accrued Leave Usage.

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

G. Continuation of Benefits.

1. Seniority shall accumulate during an approved unpaid leave of absence under conditions 1 through 4 listed in Section 5A of this Article, up to sixty 60 working days. Thereafter, the employee's seniority shall be frozen.

All other fringe benefits such as, but not limited to, insurances, sick leave accumulation and vacation accumulation shall terminate when an employee is on unpaid leave of absence, which includes when an employee is on sick and accident insurance coverage. The only exception to that policy is that the Employer shall continue to pay health insurance premiums during an approved unpaid leave of absence under conditions 1 through 4 listed in Section 5A of this Article, for up to twelve (12) weeks.

- H. If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the Employer may require from the employee the premium which the Employer paid for maintaining medical coverage during the leave.

In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverage at their own expense. Each employee will have to make financial arrangements with the applicable offices to pay for any insurance premium payments or payroll deductions authorized by the Employer which the employee may desire to continue while on an unpaid leave, at the employee's cost.

I. Reinstatement After Leave.

When a leave of absence under conditions 1 through 4 listed in Section 5A of this Article is granted for twelve (12) weeks or less, or thirty (30) calendar days or less for any other reasons, the Employer does not guarantee that the employee will be reinstated in their former position, but reinstated at the same wage level and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

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

Any disputes in interpretation shall be resolved by referral to the Federal Family Leave Act of 1993.

ARTICLE X

FUNERAL LEAVE

Section 1. Up to five (5) days leave may be used for funeral

leave for a death of spouse or child upon proper notification to the department head as soon as reasonably possible.

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

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

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

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

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

## ARTICLE XI

### HOLIDAYS

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

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

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

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

ARTICLE XII

VACATION

Section 1. Vacation.

- A. Accumulation. Regular full-time employees earn one-half day of paid vacation for each completed biweekly pay period, equivalent to thirteen (13) work days per year. Permanent part-time employees shall accumulate vacation leave on a pro-rata basis.

Section 2. Additional Vacation.

- A. Rate of Accumulation. All regular full-time and permanent part-time employees covered by this Agreement shall accumulate and be entitled to additional vacation days on a pro-rata basis in accordance with the following:
- 2 additional days at completion of 5 years
  - 4 additional days at completion of 9 years
  - 7 additional days at completion of 14 years
  - 12 additional days at completion of 20 years
  - 17 additional days at completion of 25 years
- and
- an additional 5 days at completion of each succeeding 5 year period.
- B. Credit of Additional Vacation Days. Employees shall be credited annually with this leave at their anniversary date. At time of retirement or death, the leave will be credited on a pro-rata basis according to the number of pay periods completed during the year. The length of service of each employee shall be calculated according to the provisions of this section in order to achieve equity among all employees covered by this Agreement.
- C. Computation Procedures. To be eligible for length-of-service vacation days, an employee must have a minimum of five (5) years of service which is regular full-time or permanent part-time and continuous. Continuous service is defined as five (5) years or more of service without a break of employment.

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

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



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

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

### ARTICLE XIII

#### INSURANCE

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

#### Section 2. Health and Dental Insurance.

##### A. Coverage.

1. The Association shall comprise a separate insurance unit independent of insurance units which include employees covered by other collective bargaining agreements. Insurance coverage for employees covered by this Agreement shall be as provided herein.

2. For all full-time eligible (30 hours or more) employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50/50 copay dental plan insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependant or family coverage, except as otherwise provided under this contract.

B. Employee Contribution. The employee is responsible for a \$5.00 drug rider; master medical for single \$100.00; master medical for two persons and full family \$200.00; and hospital deductible for single at \$275.00 and \$550.00 for two persons or family coverage.

## C. Double Health Insurance Coverage.

1. If an employee's spouse is covered by health insurance for which the premiums are paid by the County of St. Joseph, they shall not be eligible for double health insurance coverage (includes dental) and shall not receive health insurance under this contract. In lieu thereof, that employee shall receive \$1,000.00 per year, pro-rata based upon twelve (12) months per year. Such payment shall be made quarterly or annually at the employee's option. If this same provision is in a bargaining agreement or personnel policy through which the employee's spouse is provided health insurance coverage paid for by the County of St. Joseph, then the employee and spouse shall determine who shall receive the \$1,000.00 payment.

2. Employees who are covered by health insurance (includes dental) for which the premium is not paid by the County of St. Joseph shall have the option of receiving the \$1,000.00 noted above and under the same terms and conditions. That employee must sign an Employer-supplied waiver form. Such employee assumes all risks if he/she later desires to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and waiting period for open enrollment, etc.

## D. Employer Health Deductible Fund.

The Employer will contribute up to \$1,688.00 to a fund, for health insurance deductibles, but excluding the drug rider, based on a twelve (12) month period, currently January through December each year, (to be consistent with Blue Cross/Blue Shield deductible twelve (12) month period). From this fund the Employer will reimburse employees within sixty (60) days after the close of the year (currently December 31st) for the amounts of the deductibles paid by the employee, as follows: For hospital deductible, up to \$275.00; for family master medical deductible, of which the first \$100.00 is not reimbursable, up to \$100.00 of the additional deductible; for single master medical deductible, of which the first \$50.00 is not reimbursable, up to \$50.00 of the additional deductible. If the total exceeds \$1,688.00 for all employees participating in the fund, employees will be paid pro-rata, based on percentage of amount paid. The \$1,688.00 for each year and any remaining funds from year to year will not be added to another year.

Section 3. Employees who work 30 hours or more a week, and are on the payroll as of July 1, 1993 are entitled to receive a yearly payment of \$190.00, provided in lieu of the premium for sick and accident insurance. Such payment shall be prorated from July 1, 1993 to March 1, 1994, at which time such payments shall cease and employees shall then be covered by sick and accident insurance to become effective March 1, 1994.

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

ARTICLE XIV

PENSIONS

Effective as soon as possible after ratification of contracts by all the parties; and as soon as the actuary can make the appropriate changes to the plan and submission of the plan to the State for approval; the Employer agrees to make the following changes: (NOTE: "All the parties" include AFSCME Units - General, Circuit & Probate; District Court Association; Telecommunicators' Association; and the Board of Commissioners.)

Increase the benefit multiplier from 1.2%/1.7% to 1.8%

The current 3% contribution made by the Employer but classified as an employee contribution shall be designated an Employer contribution, not available for employees to withdraw, other than through retirement as defined by the plan, after the effective date of this change. Contributions made prior to the effective date of this change, may be withdrawn upon separation.

All other terms and provisions of the present retirement program remain unchanged.

ARTICLE XV

SICK LEAVE

Section 1. Regular full-time and permanent part-time employees are eligible for sick leave pay. Sick leave is computed and is payable only as accumulated.

Section 2. Accumulated Sick Leave. Effective the first pay period after ratification of this Agreement, the following provisions shall apply:

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

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

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

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

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

Section 6. Only employees employed prior to July 1, 1993 and having completed four (4) consecutive years of service or employees hired after July 1, 1993 and having completed six (6) consecutive years shall be paid at their current rate of pay for 1/2 of their unused sick leave accumulation upon retirement, death or termination for other than disciplinary reasons. In the case of death, payment will be made to the designated beneficiary or estate.

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

## ARTICLE XVI

### LAYOFF AND RECALL

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

Section 2. If a layoff becomes necessary, the following procedure will be mandatory. Probationary employees will be laid off first, provided the remaining employees have the then present ability to perform the remaining work.

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

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

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

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

## ARTICLE XVII

### GENERAL PROVISIONS

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

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

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

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

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

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

Section 7. Attendance and Leave Report.

- A. Preparation. At the end of each biweekly work period, the Court Administrator shall approve a completed Attendance and Leave Report covering each employee.
- B. Leave Records. An Employee Leave Record shall be maintained for each employee based on their usage as indicated by the Attendance and Leave Reports.

Section 8. Any accumulated benefits for which a beneficiary has not been designated shall upon the death of any employee be paid to the employee's estate. The employee may designate beneficiary(s) on the form(s) maintained in his/her court personnel file to provide for proper payment of such funds.

Section 9. Remuneration. Any monetary amounts to be paid to each individual as stated in this contract shall be paid in a check separate from any payroll check, and also from each other. This includes but not all inclusive to: longevity, retroactive prorated payment in lieu of premium for sickness and accident insurance coverage, retroactive payment of wages, and advance pay for vacations.

ARTICLE XVIII

LONGEVITY PLAN

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

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

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

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

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

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

#### ARTICLE XIX

##### ADDITIONS, AMENDMENTS, MODIFICATIONS AND TERMINATION

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

Section 2. This Agreement shall continue in full force and effect until 12:00 p.m. on June 30, 1999. The wages and benefits provided by the Employer hereunder shall continue in full force and effect until a new agreement is approved by both parties.

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

Section 4. If either party desires to modify or change this Agreement, it shall give written notice of amendment within sixty (60) days prior to the termination date or any subsequent termination date, in which event the notice of amendment shall set forth the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be

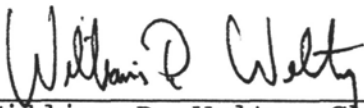
terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 5. The parties to this Agreement acknowledge that substantial parity should exist between the provisions of this Agreement and agreements which affect employees of the St. Joseph County and the employees of the Circuit and Probate Courts of St. Joseph County. Therefore, if during the life of this Agreement, substantial differences arise between the provisions to this Agreement and those of the aforementioned agreements, either party hereto may, upon five (5) working days notice in writing to the other party, reopen negotiations concerning all areas which may be affected by those differences.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 15th of DECEMBER, 1998


ST. JOSEPH COUNTY DISTRICT COURT:

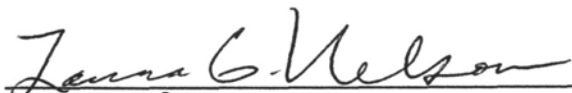
ST. JOSEPH COUNTY DISTRICT  
COURT EMPLOYEES' ASSOCIATION:

  
\_\_\_\_\_  
William D. Welty, Chief Judge

  
\_\_\_\_\_  
Ruth Moyer

  
\_\_\_\_\_  
William L. McManus, Judge 12/3/98

  
\_\_\_\_\_  
Elaine Krajniak

  
\_\_\_\_\_  
Laura Nelson

ST. JOSEPH COUNTY  
BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Rick Shaffer, Chairman



APPENDIX A-1

DISTRICT COURT HOURLY WAGE RATE SCHEDULE

(Effective 7-01-96)  
(Rates continued through 6-30-98)

<u>SALARY GRADE</u>	<u>HIRE RATE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
01	8.49	8.78	9.09	9.41	9.75
02	9.07	9.48	9.82	10.14	10.48
03	9.82	10.16	10.54	10.92	11.27
04	10.54	10.96	11.33	11.75	12.16
05	11.24	11.75	12.24	12.66	13.20
06	12.08	12.58	13.12	13.69	14.25
07	12.94	13.51	14.08	14.66	15.31
08	13.69	14.39	15.04	15.72	16.44
09	14.78	15.55	16.27	17.05	17.82
10	15.86	16.68	17.61	18.39	19.44
11	17.15	18.13	19.01	20.04	21.05
12	18.46	19.55	20.70	21.86	23.03
13	19.91	21.41	22.46	23.61	25.01

APPENDIX A-2

CLASSIFICATION SYSTEM EFFECTIVE 7/1/98

<u>Pay Grade &amp; JE Points Range</u>	<u>Total JE Points</u>	<u>Classifications</u>
1 Up to 1000 Points	-	-
2 (1001-1175)	1135	District Court Probation Clerk
3 (1176-1350)	-	-
4 (1351-1525)	1485 1515	District Court Account Clerk Deputy District Court Clerk
5 (1526-1700)	1530 1610 1635	District Court Assignment Clerk District Court Senior Probation Clerk Senior Deputy District Court Clerk
6 (1701-1875)	-	-
7 (1876-2050)	-	-

APPENDIX A-3

PLACEMENT OF PRESENT EMPLOYEES  
ON THE CLASSIFICATION SYSTEM  
EFFECTIVE 7/1/98

PAY GRADE	CLASSIFICATION		EMPLOYEE'S NAME	PLACEMENT ON SCHEDULE 7/1/98		EFFECTIVE 1/1/99 THROUGH 12/31/99	
	STEP	WAGE		STEP	WAGE	STEP	WAGE
1							
2	Probation Clerk		Suann Klingler	MAX	10.24	MAX	10.34
			Patricia Ellis	7	9.95	MAX	10.34
3							
4	Account Clerk		Karen Truckenmiller	MAX	11.64	MAX	11.76
	Deputy Dist Ct Clerk		Karen Anable	MAX	11.64	MAX	11.76
			Karla Boughton	5	10.63	6	11.08
			Elaine Krajniak	MAX	11.64	MAX	11.76
			Laura Nelson	MAX	11.64	MAX	11.76
			Sally Wickum	MAX	11.64	MAX	11.76
5	Assignment Clerk		Carolyn Blankenship	6	11.98	7	12.46
	Sr Probation Clerk		Cindy Labencki	6	11.98	7	12.46
	Sr Deputy Dist Ct Clerk		Linda Jones	6	11.98	7	12.46
			Ruth Moyer	6	11.98	7	12.46
			Tab Wolf	6	11.98	7	12.46

NOTE: Retroactive pay begins on July 1, 1998 only for employees employed on the date of ratification by the parties.

APPENDIX A-4WAGES

Rates Effective 7/01/98 - 12/31/98\*

PAY GRADE	MIN	6 MTHS	1 STEP	2 STEP	3 STEP	4 STEP	5 STEP	6 STEP	7 STEP	MAX
1	7.50	7.65	7.79	8.07	8.35	8.64	8.91	9.19	9.47	9.76
2	7.88	8.03	8.17	8.47	8.77	9.06	9.36	9.66	9.95	10.24
3	8.27	8.43	8.59	8.90	9.21	9.51	9.83	10.14	10.44	10.76
4	8.95	9.12	9.29	9.63	9.96	10.29	10.63	10.97	11.30	11.64
5	9.78	9.96	10.14	10.50	10.88	11.24	11.60	11.98	12.34	12.71

\* Retroactive pay begins on July 1, 1998 only for employees employed on the date of ratification by the parties. See appendix A-3 for individual placement on the schedule.

APPENDIX A-4 - (continued)WAGESRates Effective 1/01/99 - 12/31/99  
(1% Increase)

<u>PAY</u> <u>GRADE</u>	<u>MIN</u>	<u>6</u> <u>MTHS</u>	<u>1</u> <u>STEP</u>	<u>2</u> <u>STEP</u>	<u>3</u> <u>STEP</u>	<u>4</u> <u>STEP</u>	<u>5</u> <u>STEP</u>	<u>6</u> <u>STEP</u>	<u>7</u> <u>STEP</u>	<u>MAX</u>
1	7.58	7.73	7.87	8.15	8.43	8.73	9.00	9.28	9.56	9.86
2	7.96	8.11	8.25	8.55	8.86	9.15	9.45	9.76	10.05	10.34
3	8.35	8.51	8.68	8.99	9.30	9.61	9.93	10.24	10.54	10.87
4	9.04	9.21	9.38	9.73	10.06	10.39	10.74	11.08	11.41	11.76
5	9.88	10.06	10.24	10.61	10.99	11.35	11.72	12.10	12.46	12.84

APPENDIX B

COST-OF-LIVING ADJUSTMENT

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

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

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

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