

**AGREEMENT**

between

**VAN BUREN COUNTY PROBATE COURT**

and

**VAN BUREN DISTRICT COURT  
FOR THE SEVENTH DISTRICT COURT**

and

**VAN BUREN COUNTY CIRCUIT COURT**

and

**VAN BUREN COUNTY JUDICIAL EMPLOYEES**

**LOCAL 2628 (Michigan Council 25)  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO**

**1996 - 1998**

*Van Buren County (Probate Court...)*

A G R E E M E N T

An Agreement, entered into this 5<sup>th</sup> day of December, 1997 effective January 1 1996, by and between the VAN BUREN COUNTY PROBATE, DISTRICT COURT FOR THE SEVENTH JUDICIAL DISTRICT and THIRTY-SIXTH JUDICIAL CIRCUIT COURT hereinafter referred to as the "Employer" and Local 2628, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO hereinafter referred to as the "Union" as follows:

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of the Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Management, its employees and the Union. Recognizing that the interest of the Courts and the job security of the employees depends upon the Courts' ability to continue to provide proper and timely judicial services, the Management and the Union, for and in consideration of the Mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

RECOGNITION

Section 1.1 Description of Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employers do hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees of the Employers included in the following described bargaining units:

Unit I All employees of the Van Buren County Probate Juvenile Court, but EXCLUDING all elected officials, supervisory employees and confidential secretary.

Unit II All full-time and regular part-time employees of the 7th District Court, but EXCLUDING all elected officials, magistrates, administrator/supervisors, confidential secretaries, and all irregular part-time or temporary employees.

Unit III All full-time and regular part-time employees of the 36th Judicial Circuit Court who are employed in the classifications of casework investigators, senior account clerk, court reporters, secretaries, account clerk-computer

operator, bailiffs, clerk-receptionists; but EXCLUDING all Judges, Friend of the Court, Assistant Friend of the Court, supervisors, confidential employees, seasonal employees, irregular part-time employees, temporary and on-call employees, and all other employees.

Section 1.2. Aid to Other Unions. The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the Union in terms of the Union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into agreements with other unions to circumvent this collective bargaining unit.

Section 1.3. The parties recognize that each Court is a separate and distinct Employer and agree that such separate identity shall be preserved and maintained notwithstanding joint negotiations, if any and a consolidated agreement, if any.

#### UNION SECURITY AND DUES CHECKOFF

##### Section 2.1. Agency Shop.

(a) All employees covered by this Agreement who, as of the effective date of this Agreement, have completed at least thirty (30) days of continuous service since their last hiring date shall, as a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members.

(b) All new such employees hired after the effective date of this Agreement shall, immediately upon completion of thirty (30) days of continuous employment, as a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members.

(c) It is understood and agreed that employees referred to in the above paragraph, in lieu of becoming members of the Union as therein provided, may meet the requirements thereof by tendering payment to the Union each month of a fair and reasonable representation fee as established by the Union. The union shall advise such employees of the amount of the representation fee.

##### Section 2.2. Checkoff

(a) Each Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, or the Union representation fee of any employee who is not a member of the Union, if any, as provided in a written authorization in accordance with the standard form used by the appropriate Employer herein (see subparagraph d)

provided, that the said form shall be executed by the employee. The written authorization for union dues or representation fee deduction shall remain in full force and effect during the period of this contract.

(b) Dues representation fee and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union and Council. Each employee and the Union hereby authorize the appropriate Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union and Council, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, representation fees and/or initiation fees.

(c) Deductions shall be made only in accordance with the provisions of said Authorization for Checkoff of Dues or representation fees together with the provisions of this Agreement. Each Employer shall have no responsibility for the collection of initiation fees, membership dues, representation fees, special assessments or any other deductions not in accordance with this provision.

(d) A properly executed copy of such Authorization for Checkoff of Dues form for each employee for whom the Union membership dues or representation fees are to be deducted hereunder shall be delivered to the appropriate Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Checkoff of Dues forms which have been properly executed and are in effect. Any Authorization for Checkoff of Dues which is incomplete or in error will be returned to the local Union's Secretary-Treasurer by the appropriate Employer.

(e) Checkoff deductions under all properly executed Authorization for Check off of Dues forms shall become effective at the time application is tendered to the appropriate Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(f) The Union will provide to the appropriate Employer any additional Authorization for Checkoff of Dues forms under which the Union membership dues are to be deducted.

(g) In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the local Union.

(h) Deductions for any calendar month shall be remitted promptly to such address designated to the designated financial officer of Michigan County No. 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. The appropriate Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further

advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(i) The Union agrees to hold each Employer harmless of any and all legal claims which should arise out of each Employer's agreement to deduct dues, representation fees and initiation fees under this Section.

Section 2.3. The Employer or its agents nor the Union, its agents or members shall not discriminate against any employee because of such employee's membership or non-membership in the Union. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this section.

#### REPRESENTATION

#### Section 3.1.

(a) The Employer agrees to recognize Unit Chairpersons and Stewards as follows:

Probate Court-one chairperson and one steward  
 Circuit Court-one chairperson and one steward  
 District Court (east or west)-one chairperson  
 District Court (east)-one steward  
 District Court (west)-one steward

(b) The Chairpersons and stewards shall together constitute a collective bargaining committee. Stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the Grievance Procedure established herein. In the absence of the steward, the Unit Chairperson shall act as the steward except at the location of the District Court where the unit chairperson is not working and in this location, the alternate steward shall serve in the absence of the steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.

(c) The Union shall furnish a list of all stewards and unit chairpersons to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees for each designated area and any changes to the list in a timely manner. The Employers' designees shall be as follows:

Probate Court-Juvenile Court Director  
 Circuit Court-Friend of the Court  
 District Court (east)-Magistrate  
 District Court (west)-Magistrate

(d) Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer's designee.

(e) 1. Before entering upon such Union business, stewards shall give notice to and receive approval from the Employer's designee.

2. Approval for release from their work assignment for this purpose for such time as may be necessary will not be unreasonably withheld.

3. Any alleged abuse of this provision by either party shall be a proper subject for a special conference.

(f) Any bargaining shall take place at times other than the normal working hours of employees unless mutually agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when employees would be at their assigned duty stations, then the employees shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee or any alternate members hereof.

#### MANAGEMENT RIGHTS

Section 4.1. Reservation of Rights. The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the court and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications, and the requirements for their continued employment or their termination, dismissal or demotion; to promote and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions for employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management or supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy effecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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 hereof conform with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be

considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Court.

#### PROHIBITION

Section 5.1. No Strike-No Lockout. The union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement not to "Lock-out" employees or prohibit them from working during the term of this agreement.

#### GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of terms and provisions of this Agreement.

#### Section 6.2. Grievance Procedure.

Step I. An employee with a grievance shall orally discuss the matter with his/her steward and immediate supervisor or designee of the Court, within five (5) days of reasonable discovery of the events which cause the grievance. If requested by the employee, his/her steward may be present. If the grievance is not resolved by the discussion, the employee shall within 5 days reduce the grievance to writing on the appropriate form and submit it to his/her supervisor or designee of the Court. The Employer's representative shall place his/her written answer on the grievance and return it to the employee within five (5) days after its receipt. Grievances reduced to writing shall be submitted in duplicate and shall contain:

1. The grievant's name and signature
2. A factual account of the events which caused the grievance
3. Reference to the sections of the contract alleged to have been violated by the factual events recited
4. Remedy requested
5. Date submitted to Employer's representative

Step 2. An employee or steward at the employee's request, may appeal the decision received in Step I by submitting the written grievance to the Judge of the Court within ten (10) days after receipt of the written answer in Step I. After receipt of the grievance, a conference shall be held between the Judge and the employee within ten (10) days. The employee may have his/her steward present if desired. The Judge shall answer the grievance in writing and return

it to the grievant with ten (10) days after the conference. DISTRICT/PROBATE COURTS ONLY The Judge may at his option, have a grievance submitted to binding arbitration before or after his answer. If arbitration is selected, District and Probate Courts shall be covered under Section 6.8 of this contract.

Step 3. CIRCUIT COURT ONLY If the grievance is not resolved in Step 2 either party shall have the right to appeal to arbitration through the Federal Mediation and Conciliation Service in accordance with the Federal Mediation and Conciliation Service Rules and Procedures. The decision of the arbitrator shall be final and binding on the parties. The costs and expenses of the Federal Mediation and Conciliation Service and the arbitrator shall be shared equally between the parties. The parties may agree to an ad hoc arbitrator within fifteen (15) days of notice to arbitrate by either party.

Section 6.3. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, or it concerns the bargaining unit as a whole, the Union or employee may file the grievance within five (5) days of reasonable discovery by submitting it initially at Step 2.

Section 6.4. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the Union, Employer and employees. If the time procedure is not followed by the employee or the Union, that grievance shall be considered settled. If the grievance is not followed by the Employer, it shall automatically advance to the next step. The time limits may be extended by mutual agreement in writing. In computing days under the grievance procedure, Saturday, Sunday and recognized holiday shall be excluded.

Section 6.5. Special Conferences. Special conferences for important matters concerning this Agreement shall be arranged by the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Council 25 AFSCME may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This article may precede but shall not take precedence over, grievance procedure as set forth in this Agreement.

Section 6.6. Lost Time. The Employer agrees to pay for all reasonable time lost by employees during their regular working hours while pursuing the grievance procedure or in conferences or negotiations with Employer representatives, provided however, the Employer reserves the right to revoke this benefit if it is being abused.

Section 6.8. Single Remedy. (CIRCUIT COURT ONLY) The parties agree final and binding arbitration shall be the sole remedy for alleged violations of the



terms of the collective bargaining unit. In the event an employee files a suit in a court of law on the same issue as the arbitration, the parties agree not to proceed to arbitration. The Union shall withdraw the grievance from arbitration without prejudice.

#### DISCIPLINE

- A. The intent and purpose of the following is to provide for progressive disciplinary action when appropriate. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- B. Notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action being taken against any employee which may result in any official entries being added to their personnel file. The employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the action taken. A copy of oral reprimands may be placed in the employee's personnel file. There shall be the official personnel file which will be maintained in the office of the County Administrator. The employer may retain other personnel records. The employee shall be entitled to review any personnel record upon request.
- C. The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedy as may be available upon the employee's option; it being understood that the employee shall be entitled to only one method of remedy, i.e., either the grievance procedure or legal action, not both. Oral or written reprimands shall not be processed above level three of the grievance procedure.
- D. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.
- E. Where disciplinary action is necessary, the employer will, where appropriate, use the following procedure:
  - (1) Oral Reprimand.
  - (2) Written Reprimand.

- (3) Suspension not to exceed thirty (30) days, transfer to existing vacancy or demotion.
  - (4) Removal or Discharge.
- F. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.
- G. The employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.
- H. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.
- I. The employer reserves the right to review the circumstances when employees are charged with the commission of a felony or of a misdemeanor involving the criminal moral conduct during working hours or related to the work location or job responsibility. Pending the Judicial resolution of the charges, the employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the employer shall be subject to the grievance procedure.
- J. No employee will be subject to disciplinary action for taking part in a political activity when not on duty and out of uniform.
- K. Upon request of the employee, an employee may review their personnel file consistent with the Bullard-Plawicki Act. Such request shall be complied with within five (5) working days. After eighteen (18) months of satisfactory service, all reprimands shall be removed from an employee's personnel file record. No prior disciplinary action not in the personnel file shall be adversely used in any subsequent disciplinary action.

#### HOURS OF WORK AND OVERTIME

Section 8.1. Work Schedules. The Employer shall determine the hours of work and schedules of the Court and its employees. Current work schedules are as follows:

a. Workweek. The regular workweek shall be Monday through Friday, seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. This shall not constitute a guarantee of these hours of work. The Employer may not establish split shifts except by agreement between the Employer and the Union.

b. Workday. The regular workday shall begin at 8:30 a.m. and

end at 5:00 p.m. with one (1) hour off for a non-paid lunch scheduled approximately in the middle of the day. An optional one-half (1/2) hour non-paid lunch may be scheduled with prior approval by the Employer. The starting and quitting times of the work day may vary if the business of the Employer so requires.

c. Rest Periods. Two (2) fifteen (15) minute rest periods are provided: one in each half of the workday. Occasionally rest periods may be altered or staggered or forfeited if the business of the Employer so requires.

Section 8.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request and if approved by the Employer.

Section 8.3. Overtime Premium Pay.

a. Compensatory time off shall be given on an hour-for-hour basis for all work performed in excess of thirty-seven and one-half (37 1/2) hours up to a maximum of forty (40) hours worked in a regular workweek.

I. Probation officers and other classifications as determined by the Court shall receive the above compensatory time for all

hours worked in excess of the normal thirty-seven and one-half (37 1/2) hour workweek.

II. Compensatory time earned shall be scheduled by the Employer and must be utilized within the next pay period in which it was earned.

b. Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) within the workweek unless compensatory time has been received. Work performed on holidays listed in Section 13 shall be paid at time and one-half (1 1/2) the regular rate of pay plus regular holiday pay.

c. If compensatory time is not scheduled within the next pay period by the employer, the employee shall be paid at the regular rate for the period between thirty-seven and one-half (37 1/2) hours and forty (40) hours, and time and one-half (1 1/2) as provided in (b) for hours in excess of forty (40) hours.

Section 8.4. Temporary Vacancies and Irregular Temporaries/Temporary Assignments.

A. Temporary Vacancies and Irregular Temporaries.

1. The employer may fill temporary vacancies caused by the employees being absent because of sickness or injury, vacations, leaves of absence, by temporary transfer to another position or due to operational needs by using irregular temporaries.

2. Irregular temporaries shall only be used to fill vacancies up to one hundred and eighty days (180) or the duration of the vacancy being filled by the irregular temporary, whichever is longer. However, no irregular temporary may remain employed for more than one (1) year. Any irregular employee remaining employed after one (1) year shall be considered a regular employee. No irregular temporary shall be used to work overtime, nor shall an irregular employee be utilized to perform the work of an employee on lay off nor to reduce the regularly scheduled hours of a bargaining unit employee.
3. This section will authorize the Employer to utilize governmentally sponsored employment work programs, such as PIC, Summer Youth ETP, MOST and like programs, including interns. These programs will not be utilized to perform the work of an employee on lay off nor to reduce the regularly scheduled hours of a bargaining unit employee.

B. Temporary Assignments

1. An employee may be assigned duties normally considered commensurate with a classification higher than that which the employee holds. These duties may be assigned provided that the need for the assignment is based on a situation which could not be planned for in advance or a planned vacancy.
2. When the temporary assignment exceeds five (5) consecutive work days, the employee shall then be compensated from the first (1st) hour of the assignment after the five days at the rate of the higher classification which gives the employee an increase in compensation for all hours so performed. Any employee who has performed the higher classification for more than five (5) days shall be paid the higher rate of pay for all hours worked above the original five (5) days. Before an employee is temporarily assigned the higher duties and responsibilities the employee shall receive a written order from the Employer directing and authorizing such work.
3. In the event of an assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the next lower classification in the department shall be offered the temporary assignment whenever possible.

SENIORITY

Section 9.1. Seniority Definition. Seniority shall be defined as continuous employment within the bargaining unit and shall be the basis for determining such items as this Agreement may require seniority to be used.

Section 9.2. Probationary Period. New employees hired in the unit shall be considered as probationary employees for the first year of their employment. There shall be no seniority among probationary employees. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire.

Section 9.3. Representation. The Union shall represent probationary employees for the purpose of collective bargaining under the terms of this Agreement except discharged, disciplined, or demoted probationary employees.

Section 9.4. Seniority List. The Employer agrees to give the Union an up-to-date seniority list each six (6) months and also post the list on the appropriate bulletin board. The seniority list shall contain:

1. Names of employees in the unit
2. Date of hire of each employee
3. Job classification of each employee
4. Seniority lists as of 12-31-89 shall not be subject to provision #3 and shall remain as listed 12-31-89

Names shall be placed on the list with the employee with the greatest seniority first, followed by employees with decreasing length of seniority. In the event two employees shall have the same date of hire, then seniority shall be determined by social security number with the employee having the lowest last four digits having the most seniority.

Section 9.5. Loss of Seniority An employee shall lose his/her seniority for the following reasons:

- a. He/She quits
- b. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/She is absent for three (3) consecutive working days without notifying the Employer. In proper cases exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he has lost his seniority and his employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
- d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- e. Return from sick leave and leaves of absence will be treated the same as (c) above.
- f. If the employee is on layoff for a consecutive period of two (2) years or the length of his/her seniority, whichever is less.

Section 9.6. Transfers Out of the Bargaining Unit.

- A. If an employee transfers to a position under the Employer which is not included in the bargaining unit or to one of the Van Buren County units or other court units and thereafter within 90 days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding a Union office in the unit from which he transferred during the time he is not working in a position within said bargaining unit.
- B. Employees transferred or promoted to positions outside the bargaining unit under the Employer shall have their accumulated bargaining unit seniority frozen while working in the position to which the employee has transferred.
- C. Employees returning to the bargaining unit from a position under the Employer as a result of a transfer or employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

LAYOFF AND RECALL

Section 10.1. Layoff.

- A. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.
- B. During a period of layoff, the first order of priority for filling of vacancies shall be established by this Article.
- C. Notice of layoff shall be issued at the direction of the Employer or Employer's designee. Notice shall be delivered to any employee to be laid off no later than two (2) weeks before the effective date of such layoff and a copy of the notice shall be sent to the Union.
- D. In the event of a layoff as defined above, temporary and probationary employees in the bargaining unit may be bumped by employees who are laid off if they have the qualifications to perform the job.
- E. Employees laid off may move to a new position according to the following:
  - 1. To a vacant position of the same classification, like or associated classification for which the employee is qualified.

2. Regular full-time or part-time employees shall be allowed to bump the least senior probationary employee in that classification or an appropriate classification for which the employee is qualified to perform the job to avoid a layoff.
  3. By bumping the least senior employee in that classification or an appropriate classification for which the employee is qualified to perform the job and has more seniority.
  4. By demotion to the next lower classification for which the employee is qualified to perform the job and has more seniority in which event the least senior employee in the classification shall be laid off.
  5. When an employee has been involuntarily reduced from full-time to part-time, that employee shall be allowed to bump back into a full-time position if the employee had full-time status within the last two years, has sufficient seniority and the qualifications to perform the job.
  6. Employees who bump shall not be allowed to bump to a higher paid classification or from part to full-time status except as noted in #5 above.
- F. When an employee is reduced to a lower paying classification through the bumping process, they will be placed on the wage scale in a new class at the closest pay grade to their former pay grade. This will not include merit steps unless they are already in a merit pay rate.
- G. Like or associated classification shall mean classifications having duties and responsibilities requiring like qualifications of the incumbents, including such proficiency and other qualifications necessary for proper performance of the work.
- H. The Union shall assist the Employer in all matters pertaining to layoff upon request.
- I. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employee provided they are qualified and willing to perform the work in their classification. In the event the classification, shift or work is eliminated and a dispute should arise as to where the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a special conference. Should the dispute remain unsettled after the special conference, the aforementioned employees shall be assigned in accordance with this Article and the matter may be pursued through the grievance procedure.
- J. This Article shall also apply to the demotion of an employee as a result of the elimination of a position, discontinuance of an operation or the

bumping of an employee by a more senior employee affected by one of the aforementioned causes of lack of work or lack of funds.

Section 10.2. Recall.

- A. Recall shall be defined as the process by which an employee who has been affected under Section 10.1 is returned to employment with the Employer to the former classification or a like or associated classification, department or work location.
- B. The names of employees affected under Section 10.1 shall be placed on a recall list, in order of their seniority, the most senior to be recalled first.
- C. Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. Exceptions for good cause may be made by the Employer for failure to report as notified.
- D. An employee on layoff when recalled shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position, provided the employee is otherwise qualified.
- E. The Union shall assist the Employer in all matters pertaining to recall upon request.

POSTING AND BIDDING PROCEDURE

Section 11.1. Posting and Bidding Procedure.

- A. Notice of all vacancies which the Employer has determined to fill and/or newly created positions within the bargaining unit shall be posed for five (5) days on designated bulletin boards. Any such notice shall set forth the minimum requirements for the position.
- B. Employees interested in any such posted position shall apply in writing within the five (5) days posting period.
- C. For posting and bidding, District Court East and District Court West shall be considered as one unit. Probate and Juvenile Court shall be considered as one unit.



- D. The vacancy or newly created position shall be filled within a reasonable time after the termination of the posting period by a qualified employee as defined herein. If the position is not filled by bidding, the Employer shall have the right to employ a new hire.
- E. The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory, the Employer may return the employee to his prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his option, return to his former position.
- F. The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.
- G. A "Qualified Employee", as used herein, shall be determined by the Employer on the basis of the following criteria:
1. Prior applicable education and training.
  2. Prior relevant work experience both inside and outside the Employer.
  3. The length of service of the employee with the Employer.
  4. The requirements of applicable laws and regulations, including licensure/certification requirements.
- H. The Employer, at its discretion, may advertise to receive applications and consider applicants for the position from the general public concurrent with the posting requirement above. The Employer will select from the internal bargaining unit applicants where they are qualified. When selecting internally, the Employer will select the most qualified applicants. Where individuals are equally qualified the most senior applicant will be selected.

PAID ABSENCE LEAVE

Section 12.1. Sick Leave.

A. 1. Regular full-time employees who work thirty (30) hours per week or more will be credited every January 1st with (10 days in 1997; 9 days in 1998) with each day in a lump sum. The employee may accumulate up to 150 hours in their sick bank for all time credited from January 1, 1997, forward. This will be designated as the employee's new sick bank.

2. All new full-time employees hired after January 1st of each year will receive their pro-rata number of days for the remainder of the year with

their first hours credited at the beginning of the month following their first thirty (30) days of service.

B. An employee may utilize sick leave allowance for absences:

1. Due to personal illness or physical incapacity
2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance on duty.
3. Due to illness of a member of the immediate family who requires the employee's personal care and attention.  
The term "immediate family" as used in this section shall mean parents, grandparents, children, brother, sister of the employee or the employee's husband or wife. It shall also include any member of the employee's household.
4. Due to the death of a relative of the employee other than a member of the immediate family.
5. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's Designee.
7. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a satisfactory statement from her physician of her inability to work.
8. For all purposes authorized under the Income Protection Plan.

C. PAY OUT PROVISIONS FOR TIME CREDITED ON OR AFTER JANUARY 1, 1997

1. Each December 1, an employee may elect in writing pay out of unused sick leave, credited in the current calendar year (maximum 10 days 1997; 9 days 1998).
2. Sick leave will be paid out at the employee's hourly rate of pay as of December 1 of the current calendar year. Payment will be made the first pay period of the new year.
3. Sick leave not paid out will carry over to the next calendar year in the new bank.
4. An employee at the end of the year will not be eligible for pay out unless they will maintain at least five (5) days of accumulated sick, vacation, personal or compensatory time.

5. Sick hours will be automatically paid out should a carry over of hours cause the sick leave bank to be in excess of 150 hours.

6. Upon termination, any remaining hours accumulated on or after January 1, 1997 in this bank will be paid at the employees current hourly rate of pay.

D. All hours the employee has credited and earned prior to December 31, 1996, shall be frozen and placed in what will be designated the employee's old sick bank. This time may be utilized for all sick leave purposes noted in Paragraph B above.

1. Pay out provisions for the time earned prior to 12/31/96 will only occur upon termination and will be based upon the following:

a. Pay out of hours will be paid at the employee's last rate of pay in 1996 regardless of when they leave employment.

b. Employee will be paid a maximum of 325 hours - all other hours forfeited.

E. Employees on sick leave will be required to first utilize sick leave credited in the current year. Should the employee have utilized all of their current sick time, they will then be required to utilize any time in their new sick bank and when that is exhausted they will be required to utilize the time in their old sick bank.

F. An employee absent for one of the reasons mentioned above shall inform the Employer as soon as possible and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.

G. The employee may be required by the Employer, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested.

H. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests for sick leave for more than this time shall be submitted to the Employer for prior approval and shall be accompanied by a physicians certificate supporting said request. The Employer may require further medical reports from time to time on all sick leave in excess of thirty (30) consecutive days.

I. The Employer agrees to provide an Income Protection Plan to all regular full-time employees who have completed one (1) year of service with the Employer. The benefits of the IPP are attached as Appendix \_\_\_\_\_.

Section 12.2. Personal & Emergency Leave. Each employee shall be granted two (2) days of personal/emergency leave time with pay per calendar year. Such personal/emergency leave time shall be used only for the purpose of conducting business of the employee that cannot be conducted other than during normal working hours. Employees shall request such personal/emergency leave and

receive approval for same from the Employer prior to taking such leave. Employees may accumulate a maximum of three (3) days of personal/emergency leave time it being understood that any unused personal/emergency leave shall not be paid upon termination of employment.

Section 12.3. Bereavement Leave. Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed three (3) days in the case of death of a member of their immediate family. For the purpose of this article, immediate family shall be defined as an employee's current spouse, children, parents, in-laws, siblings, nieces, nephews, grandparents or grandchildren of the employee or the employee's spouse. If the funeral is in excess of 300 miles from Van Buren County, then the employee may take an additional two (2) days of leave.

Section 12.5. Jury Duty Leave. An employee shall be entitled to leave with pay for jury service, less any jury service fees paid if he/she is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his/her duties whenever his/her attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or quasi-judicial hearing.

Section 12.7. Union Leave. Not more than one (1) employee in each bargaining unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) work days to attend a conference or convention of the Union. A minimum of two (2) weeks advance notice shall be required.

Section 12.8. Limitation of Benefits. Employees who are on an approved leave of absence do not accrue vacation and sick leave benefits on leaves in excess of two (2) full pay periods or longer, provided, however, such benefits shall not cease to accrue until after the first two (2) full pay periods.

Section 12.12. Overtime, Seminars or Conferences. If an employee attends a seminar or conference, etc., that would be of benefit to both the Employer and the employee and is sanctioned and approved in advance by the Employer, said employee shall be paid overtime or compensatory time as may be appropriate under the Fair Labor Standards Act for all hours spent going to and returning from such seminar or conference, etc. provided that such hours are outside the employee's normal working hours.

Section 12.13. Unpaid Absence Leave.

a. A regular employee may be granted a leave of absence without pay upon prior written recommendation by the Employer for any of the following reasons:

1. Because of the physical or mental disability of the employee
2. Because the employee has been elected or appointed to a public office

3. Because the employee is entering the unclassified or exempt services of the County of Van Buren

4. Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.

5. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence. (e.g. matters covered under Sick Leave Section 12.1)

b. Leaves of absence granted to employees because of physical or mental disability may be extended beyond 6 months or an additional period of time not to exceed 6 month increments, at the expiration of which time the employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work, subject to the Employer's Examining Physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer.

c. Any regular employee whose employment is terminated under the provisions of this section may appeal from such termination as provided for in this Agreement. The name of any regular employee whose employment is terminated because of a physical or mental disability and who recovers from such disability, may, within two years from the termination date, and subject to the recommendation of the Employer's Examining Physician be placed on the re-employment list.

d. A regular or probationary employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the Employer of a written recommendation from the employee's personal physician that the employee is unable to work.

e. An Employer may require the employee to take a longer period of leave of absence prior to and subsequent to the date of delivery than that requested by her/him and recommended by his/her personal physician, if in the Employer's judgment the nature and type of work performed by the employee is such that it would be injurious to her/him or not in the best interests of the Employer or the public for him/her to continue working.

The Employer may call upon the Employer's Examining Physical to assist in arriving at a determination.

f. Leaves granted for any of the above reasons, shall be subject to the following regulation:

Such leave shall not be granted for more than 6 months, but may be renewed upon written application by the employee.

g. Return from Unpaid Leave. An employee shall be reinstated, without having accumulated seniority during the leave and returned to their previous position if available.

h. Seminars and Conferences. Employees may from time to time attend conferences, seminars, training sessions, etc. The registration fees and related expenses may be paid upon approval of the Employer. The attending employee may be required to sign a reimbursement agreement agreeing to fully reimburse the Employer for all expenses relating to seminars, etc., should voluntary termination occur within two (2) years of the seminar, conference, etc.

#### HOLIDAYS

Section 13.1. Recognized Holidays. The following are recognized as legal holidays for which the employee will not normally be scheduled to work:

New Year's Day (January 1)  
 Martin Luther King's Birthday  
 Memorial Day (Last Monday in May)  
 Presidents' Day  
 Independence Day (July 4)  
 Labor Day (First Monday in September)  
 Veterans' Day (November 11)  
 Thanksgiving Day (Fourth Thursday in November)  
 Day After Thanksgiving  
 Day before Christmas Day (whenever Christmas falls on Tuesday,  
 Wednesday, Thursday or Friday)  
 Christmas Day (December 25)  
 Day before New Year's Day (whenever New Year's Day falls on                   Tues,  
 Wednesday, Thursday or Friday)

- a. When any of the aforementioned holidays except Christmas and New Years occur on Saturday, the preceding Friday shall be considered the legal holiday.
- b. When any of the aforementioned holidays except Christmas and                   New Years occur on Sunday, the following Monday shall be                   considered                   the legal holiday.
- c. When Christmas or New Year's Days fall on Saturday or                   Sunday, two work days for Christmas and for New Years shall be granted as determined by the Employer.

d. To qualify for holiday pay as specified above, the employee must have worked the last scheduled work day before the next scheduled work day following such holiday, except in cases where the absence on such day or days is due (1) to the fact that such day or days occurred during her/his regular scheduled vacation; or (2) to the fact that her/his absence on

such day or days is of a nature which is compensable under this contract; or (3) to the fact that she/he is on an approved short term leave of absence, the duration of which is no more than five (5) working days; or (4) to the fact that she/he is authorized the day off.

#### VACATION

Section 14.1. Vacation Eligibility. An employee's last date of hire (anniversary date of full-time hire) shall be used in determining paid vacation. Vacation time earned by new employees may not be used during the first six (6) months of employment. Two hundred and twenty-five (225) hours maximum accumulation, with vacation credit available after six (6) months of employment.

#### Vacation Accrual as Follows:

|                                |                        |
|--------------------------------|------------------------|
| Start through two (2) years    | 2.89 hours/ pay period |
| Third year and fourth years    | 3.50 hours/ pay period |
| Fifth through ninth years      | 4.75 hours/ pay period |
| Tenth through fourteenth years | 5.77 hours/ pay period |
| Fifteen years and beyond       | 6.75 hours/ pay period |

Two hundred and twenty-five (225) hours maximum accumulation, with vacation credit available after six (6) months of employment.

#### Section 14.2. Vacation Period.

- a. Vacations will be granted at such times during the year as requested by the employee considering the operational needs of the Employer.
- b. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- c. A vacation may not be waived by an employee provided, however, if an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- d. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of authorized absence, a payroll deduction for time not worked will be made.

#### Section 14.3. Vacation Pay Advance.

- a. If a regular pay day falls during an employee's scheduled vacation, and the employee would like the check in advance, he will be required to make a written request at least three (3) weeks in advance in order to receive same on the last day of work prior to the start of vacation.

b. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

c. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

#### INSURANCE

##### Section 15.1. Insurance Benefits.

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made part thereof.

Section 15.2. Deferred Compensation/Pension. All employees are eligible and may participate in the Van Buren County Pension Plan in accordance with the terms and conditions thereof. Participation shall not be mandatory.

##### Section 15.3. Auto Insurance Allotment (Juvenile Court Only)

a. The Employer agrees to reimburse the Employee for any additional costs incurred for auto insurance resulting from use for Employer benefit.

b. The Employer will reimburse the difference up to a maximum of one hundred and fifty (\$150.00) dollars for any additional costs provided the employee presents proof of an minimum of \$50,000 liability and proof of cost differential.

#### LONGEVITY

Section 16.1. Longevity Plan. Longevity compensation is based upon total continuous length of service with Van Buren County. Employees who have served the equivalent of two (2), five (5) and ten (10) years of continuous employment and are currently employed on December 1st of the current year are eligible for the following increments:

- a. \$100 after two (2) years of continuous employment
- b. \$200 after five (5) years of continuous employment
- c. \$400 after ten (10) years of continuous employment

An employee who is off work without pay for more than four (4) weeks shall not receive longevity for that year.

#### WAGES



Section 17.1. Wages and Classifications. All wages and classifications included in the bargaining units (classifications attached as Appendix A) shall be administered in accordance with the terms and conditions of the Van Buren County Compensation Policy, except that placement within a range and an award of levels F and G, shall be exclusively at the discretion and direction of the Department Head or Judge.

#### MISCELLANEOUS

Section 18.1. New Classifications. If during the term of this Agreement, the Employer should establish a new classification within the bargaining unit, the Employer agrees to furnish the Union with the new rate for such classification. If the Union disagrees, the parties shall negotiate the rate of pay for the new classification.

Section 18.2. Veteran's Rights. Re-employment rights of veterans will be in accordance with applicable Federal law. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserves or the National Guard, provided proof of service and pay are submitted. A maximum of three (3) weeks pay per year shall apply.

Section 18.3. Computation of Benefits. All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except Worker's Compensation and pension.

Section 18.4. Automobile Mileage. The Employer shall reimburse employees for miles driven in the course of their employment on basis of the IRS rate.

Section 18.5. Bulletin Boards. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the material displayed on bulletin boards in terms of profanity, good taste, timeliness, and law. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

Section 18.6. Validity. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidation the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision.

Section 18.8. Captions. Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

Section 18.9. Gender. As used and set forth in this Agreement, the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article hereof it being expressly understood that there shall be no distinction among employees in regards to sex

Section 18.10. Distribution of Agreement. The Employer agrees to make available, with the mutual assistance of the Union, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

Section 18.11. Anti-Discrimination. The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex marital status, nationality, handicap or political belief.

Section 18.12. Mail. The Employer agrees that inter-office mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened and date-stamped according to state regulations prior to transmittal.

Section 18.13. Contracting. Contracting or sub-contracting shall not cause the demotion, layoff or loss of regular wages to any bargaining unit employee.

Section 18.14. Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarifications amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as a part thereof.

Section 18.15. Unemployment and Workers Compensation. Each employee will be covered by the applicable Worker Compensation Laws and unemployment benefits as required by law.

Section 18.16. Safety.

a. A safety committee is hereby established made up of one member from each bargaining unit (Courts constitute 1 unit) and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and more often if required.

b. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work place.

c. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury

sustained by an employee or a client during working hours shall be reported within twenty-four (24) hours. If he/she is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.

d. When a supervisor is advised of a safety problem, he/she shall attempt to address the problem within twenty-four (24) hours. If she/he is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.

e. No employee shall be required to perform work in an unsafe work place that might result in an injury until the safety committee has met and resolved the problem or MIOSHA has investigated a complaint.

f. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer.

APPENDIX A

WAGES

The Van Buren County Wage Rate Schedule in effect for this bargaining unit shall be modified as follows:

1996 - 3% the first pay period (including retirees and voluntary termination's)  
1997 - 2% the first pay period (including retirees and voluntary termination's)  
1997 - 1% the fourteenth pay period  
1998 - 2% the first pay period  
1998 - 1% the fourteenth pay period

RECLASSIFICATIONS

District Court Civil Clerks from 20 to 21  
Deputy Clerk II's from 19 to 20 (Eastern Division)

That all new entry level District Court Clerks hired after the ratification of this agreement will be Level 18 for their first 2 years of employment (East & West)

Victim Rights/Posting Clerk (Probate) from 18 to 19.

## APPENDIX "B" - INSURANCE BENEFITS

- A. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase Blue Cross/Blue Shield (HMO coverage is not available) insurance benefits by way of payroll deduction. Employee who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.
- B. The Employer shall self fund the following insurance benefits for persons covered by Blue Cross/Blue Shield:
1. Oral contraceptives and exam reimbursed 100% when provided by the Van Buren County Health Department.
  2. Oral contraceptive, when received from any source other than the Health Department are reimbursable at 100% less the applicable co-pay.
  3. Voluntary sterilization costs up to \$1,000, male and female, no reversals.
  4. Annual physical reimbursement up to \$50 once per year for the employee only.
- C. An employee who does not need health insurance may elect to have the Employer apply the sum of one hundred dollars (\$100) per month to the employee's deferred compensation plan. This option shall not be available to employee who are normally scheduled to work less than thirty (30) hours per week.
- D. The obligation of the Employer to contribute insurance premiums shall be terminated at the end of the calendar month in which the obligation of the Employer to pay compensation expires.
- E. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.
- F. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- G. Any increase in health insurance premiums for the year 1991 and each subsequent year shall be paid fifty percent (50%) by the Employer and

fifty percent (50%) by the employee up to a maximum increase of fifteen percent (15%). The amount of premium increase in excess of fifteen percent (15%) shall be paid by the Employer.

- H. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$15,000. This provision shall be subject to modification by any appropriate federal regulations.
- I. All employees shall be eligible to participate in the Van Buren County Deferred Compensation and Thrift programs in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.
  - 1. The Employer 401(a) retirement contribution will raise from \$1,300 per year to \$1,400 in 1996; \$1,500 in 1997; \$1,600 in 1998.
  - 2. The amount contributed by the Employer for employees who do not elect health insurance will raise from \$100 per month to \$150 per month.

## VAN BUREN COUNTY INCOME PROTECTION PLAN

1. The Employer shall provide all full-time, non-probationary employees scheduled thirty (30) hours per week or more with a disability plan that provides 67% of an employee's base wage. The plan shall begin after a fourteen (14) calendar day waiting period of disability and shall continue for twelve (12) months or the end of disability, whichever occurs first. Periods of disability related to the same cause and separated by less than two (2) consecutive weeks of employment shall be considered as one (1) period of disability. Periods of disability for unrelated causes must be separated by at least one (1) day of work to qualify as separate disabilities.
2. During the fourteen (14) calendar day waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost, before the normal order of usage is utilized.
3. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item 2 above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this IP Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
4. Health insurance will be maintained while receiving the IP Plan benefits at the same level and under the same conditions which existed when the employee went out, subject to any changes authorized by the Collective Bargaining Agreement.
5. The Employer reserve the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
6. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union

In Witness Whereof, the parties hereto have caused this instrument to be executed on the 5<sup>th</sup> day of December, 1997.

FOR THE UNION:

FOR THE EMPLOYER:

Sandra E. Garrett \_\_\_\_\_ Douglas DeLuca \_\_\_\_\_

Geraldine J. Steinhilber \_\_\_\_\_

Seneca A. Orozco \_\_\_\_\_

Shylen McDonald \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING

To: AFSCME COUNCIL 25  
Probate Court Employees

From: Joseph R Leary, Director  
Juvenile Court

Re: Week-end Call

Probation Officers in Probate Court, Juvenile Division, are assigned rotating week-end and holiday call duty. They carry a beeper and respond to emergencies only. Emergencies do not require that they leave their homes. These should be handled over the phone only. For each day on call, Probation Officers receive two hours of compensatory time. Any time spent dealing with emergencies is compensated hour for hour in addition to the two hour daily on-call duty compensation time.

FOR THE UNION:

FOR THE EMPLOYER:

Meraldine L. Stackhouse

Dated: 12/5/97

Stephen C. McDonald

Douglas DeLuca

Dated: 12/5/97

LETTER OF UNDERSTANDING

The parties recognize that the Court Reorganization Bill will require reopening of the agreement. The parties agree that they will bargain the impact of reorganization.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
*Geraldine J. Strickhouse*  
*Lenore A. Orozco*  
*Sandra E. Cavett*

*Douglas Betea*  
\_\_\_\_\_

Dated: 12-5-97

*Gaylen CM Leonard*

Dated: 12/5/97

LETTER OF UNDERSTANDING

The parties agree that within thirty (30) days after signing the contract, the parties will meet to discuss the State Court Administrator's Office Study and possible upgrades proposed in said Study.

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_  
*Geraldine L. Stackhouse*

\_\_\_\_\_  
*Douglas DeLa*

\_\_\_\_\_  
*James A. Dwyco*

\_\_\_\_\_  
*Sandra E. Garrett*

Dated: 12-5-97

Dated: 12/5/97

\_\_\_\_\_  
*Kaylen McDonald*

LETTER OF UNDERSTANDING  
between  
VAN BUREN COUNTY PROBATE, CIRCUIT & DISTRICT COURTS  
and  
VAN BUREN COUNTY JUDICIAL EMPLOYEES  
AFSCME LOCAL 2628 (Michigan Council 25)

The parties agree that the following days off will be observed for the holidays listed in this contract:

- New Year's Day. . . . . Tuesday, January 2, 1996  
Wednesday, January 1, 1997  
Thursday, January 1, 1998
- Martin Luther King Day. . Monday, January 15, 1996  
Monday, January 20, 1997  
Monday, January 19, 1998
- Presidents' Day. . . . . Monday, February 19, 1996  
Monday, February 17, 1997  
Monday, February 16, 1998
- Memorial Day. . . . . Monday, May 27, 1996  
Monday, May 26, 1997  
Monday, May 25, 1998
- Independence Day. . . . . Thursday, July 4, 1996  
Friday, July 4, 1997  
Friday, July 3, 1998
- Labor Day . . . . . Monday, September 2, 1996  
Monday, September 1, 1997  
Monday, September 7, 1998
- Veterans' Day. . . . . Monday, November 11, 1996  
Tuesday, November 11, 1997  
Wednesday, November 11, 1998
- Thanksgiving Day. . . . . Thursday, November 28, 1996  
Thursday, November 27, 1997  
Thursday, November 26, 1998
- Day After Thanksgiving. . Friday, November 29, 1996  
Friday, November 28, 1997  
Friday, November 27, 1998
- Christmas Eve. . . . . Tuesday, December 24, 1996  
Wednesday, December 24, 1997  
Thursday, December 24, 1998
- Christmas Day. . . . . Wednesday, December 25, 1996  
Thursday, December 25, 1997  
Friday, December 25, 1998
- New Year's Eve . . . . . Tuesday, December 31, 1996  
Wednesday, December 31, 1997  
Thursday, December 31, 1998

FOR THE UNION:

*Sandra E. Garrett*  
*Geraldine J. Stackhouse*  
*Lenore A. Orzco* 12/5/97  
*Raylen C. McDonald*

FOR THE EMPLOYER

*Douglas De Leo* 12/5/97  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Holidays listed above are subject to change should there be a change in the Court's holiday schedule.

1st pp 1996 3%  
 1st pp 1997 2%  
 14th pp 1997 1%  
 1st pp 1998 2%  
 14th pp 1998 1%

1997 CIRCUIT/FRIEND OF THE COURT AFSCME  
 AS OF THE 1st PERIOD OF 1997

| RANGE | RATE PER HOUR  | A - START |          | A - START |          | B - 6 MOS. |          | B - 6 MOS. |          | C - 2 YRS |          | C - 2 YRS |          | D - 2 YRS |          | D - 2 YRS |          | E - 3 YRS |      | E - 3 YRS |          | MIN. 5 YRS |          | MIN. 5 YRS |          | MIN. 8 YRS |          | MIN. 8 YRS |          | SAME POSITION G (M-2) HIGH |          |
|-------|----------------|-----------|----------|-----------|----------|------------|----------|------------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|------|-----------|----------|------------|----------|------------|----------|------------|----------|------------|----------|----------------------------|----------|
|       |                | LOW       | HIGH     | LOW       | HIGH     | LOW        | HIGH     | LOW        | HIGH     | LOW       | HIGH     | LOW       | HIGH     | LOW       | HIGH     | LOW       | HIGH     | LOW       | HIGH | LOW       | HIGH     | LOW        | HIGH     | LOW        | HIGH     | LOW        | HIGH     | LOW        | HIGH     |                            |          |
| 11    | HOUR           | 5.15      | 5.26     |           |          | 5.55       | 5.63     |            |          | 5.81      | 5.81     | 6.05      | 6.22     |           |          | 6.47      | 6.71     |           |      | 7.13      | 7.13     | 6.71       | 6.71     |            |          | 7.13       | 7.13     | 6.71       | 6.71     | 7.47                       |          |
|       | BI-WEEKLY YEAR | 386.25    | 394.50   | 404.25    | 416.25   | 422.25     | 422.25   | 435.75     | 453.75   | 466.50    | 485.25   | 503.25    | 534.75   | 593.25    | 1219.00  | 1219.00   | 1308.50  | 1308.50   |      |           | 1390.50  | 1390.50    | 503.25   | 503.25     | 1308.50  | 1308.50    | 534.75   | 534.75     | 1308.50  | 1308.50                    | 14566.50 |
| 12    | HOUR           | 5.44      | 5.58     | 5.66      | 5.83     | 5.88       | 5.98     | 6.17       | 6.39     | 6.57      | 6.80     | 7.08      | 7.50     | 8.08      | 8.68     | 9.28      | 9.88     |           |      | 10.48     | 10.48    | 8.08       | 8.08     |            |          | 10.48      | 10.48    | 8.08       | 8.08     | 7.86                       |          |
|       | BI-WEEKLY YEAR | 408.00    | 418.50   | 424.50    | 437.25   | 448.50     | 462.75   | 479.25     | 492.75   | 510.00    | 527.25   | 545.00    | 563.25   | 582.00    | 601.50   | 621.00    | 641.50   | 662.00    |      |           | 682.50   | 682.50     | 531.00   | 531.00     | 682.50   | 682.50     | 750.00   | 750.00     | 682.50   | 682.50                     | 899.50   |
| 13    | HOUR           | 5.74      | 5.92     | 6.04      | 6.21     | 6.33       | 6.51     | 6.77       | 7.03     | 7.29      | 7.55     | 7.81      | 8.07     | 8.33      | 8.59     | 8.85      | 9.11     |           |      | 9.37      | 9.37     | 7.51       | 7.51     |            |          | 9.37       | 9.37     | 7.51       | 7.51     | 8.30                       |          |
|       | BI-WEEKLY YEAR | 430.50    | 444.00   | 453.00    | 465.75   | 474.75     | 488.25   | 507.75     | 524.25   | 544.50    | 563.25   | 582.00    | 601.50   | 621.00    | 641.50   | 662.00    | 682.50   | 703.00    |      |           | 723.50   | 723.50     | 563.25   | 563.25     | 723.50   | 723.50     | 791.00   | 791.00     | 723.50   | 723.50                     | 911.00   |
| 14    | HOUR           | 6.10      | 6.27     | 6.40      | 6.62     | 6.72       | 6.89     | 7.13       | 7.33     | 7.53      | 7.73     | 7.93      | 8.13     | 8.33      | 8.53     | 8.73      | 8.93     |           |      | 9.13      | 9.13     | 8.02       | 8.02     |            |          | 9.13       | 9.13     | 8.02       | 8.02     | 8.79                       |          |
|       | BI-WEEKLY YEAR | 457.50    | 470.25   | 480.00    | 495.50   | 504.00     | 516.75   | 523.50     | 536.25   | 549.75    | 563.25   | 577.50    | 592.00   | 606.50    | 621.00   | 635.50    | 650.00   | 664.50    |      |           | 679.00   | 679.00     | 601.50   | 601.50     | 679.00   | 679.00     | 736.50   | 736.50     | 679.00   | 679.00                     | 869.25   |
| 15    | HOUR           | 6.48      | 6.68     | 6.77      | 6.99     | 7.13       | 7.33     | 7.53       | 7.73     | 7.93      | 8.13     | 8.33      | 8.53     | 8.73      | 8.93     | 9.13      | 9.33     |           |      | 9.53      | 9.53     | 8.51       | 8.51     |            |          | 9.53       | 9.53     | 8.51       | 8.51     | 9.25                       |          |
|       | BI-WEEKLY YEAR | 484.50    | 501.00   | 507.75    | 524.25   | 534.75     | 549.75   | 562.50     | 576.25   | 590.00    | 604.75   | 619.50    | 634.25   | 649.00    | 663.75   | 678.50    | 693.25   | 708.00    |      |           | 722.75   | 722.75     | 638.25   | 638.25     | 722.75   | 722.75     | 780.00   | 780.00     | 722.75   | 722.75                     | 893.75   |
| 16    | HOUR           | 6.85      | 7.07     | 7.20      | 7.42     | 7.58       | 7.79     | 8.09       | 8.30     | 8.50      | 8.70     | 8.90      | 9.10     | 9.30      | 9.50     | 9.70      | 9.90     |           |      | 10.10     | 10.10    | 8.99       | 8.99     |            |          | 10.10      | 10.10    | 8.99       | 8.99     | 9.76                       |          |
|       | BI-WEEKLY YEAR | 513.75    | 530.25   | 540.00    | 558.50   | 568.50     | 584.25   | 600.75     | 618.00   | 635.25    | 652.50   | 669.75    | 687.00   | 704.25    | 721.50   | 738.75    | 756.00   | 773.25    |      |           | 790.50   | 790.50     | 705.75   | 705.75     | 790.50   | 790.50     | 848.00   | 848.00     | 790.50   | 790.50                     | 973.00   |
| 17    | HOUR           | 7.29      | 7.50     | 7.66      | 7.91     | 8.04       | 8.30     | 8.50       | 8.70     | 8.90      | 9.10     | 9.30      | 9.50     | 9.70      | 9.90     | 10.10     | 10.30    |           |      | 10.50     | 10.50    | 9.59       | 9.59     |            |          | 10.50      | 10.50    | 9.59       | 9.59     | 10.36                      |          |
|       | BI-WEEKLY YEAR | 546.75    | 562.50   | 574.50    | 593.25   | 603.00     | 622.50   | 642.00     | 661.50   | 681.00    | 700.50   | 720.00    | 739.50   | 759.00    | 778.50   | 798.00    | 817.50   | 837.00    |      |           | 856.50   | 856.50     | 719.25   | 719.25     | 856.50   | 856.50     | 915.00   | 915.00     | 856.50   | 856.50                     | 1036.00  |
| 18    | HOUR           | 7.74      | 7.96     | 8.12      | 8.35     | 8.54       | 8.81     | 9.14       | 9.41     | 9.68      | 9.95     | 10.22     | 10.49    | 10.76     | 11.03    | 11.30     | 11.57    |           |      | 11.84     | 11.84    | 10.13      | 10.13    |            |          | 11.84      | 11.84    | 10.13      | 10.13    | 10.90                      |          |
|       | BI-WEEKLY YEAR | 580.50    | 597.00   | 609.00    | 628.25   | 640.50     | 660.75   | 681.00     | 701.25   | 721.50    | 741.75   | 762.00    | 782.25   | 802.50    | 822.75   | 843.00    | 863.25   | 883.50    |      |           | 903.75   | 903.75     | 759.75   | 759.75     | 903.75   | 903.75     | 962.25   | 962.25     | 903.75   | 903.75                     | 1081.00  |
| 19    | HOUR           | 8.21      | 8.47     | 8.61      | 8.88     | 9.03       | 9.31     | 9.68       | 10.05    | 10.42     | 10.79    | 11.16     | 11.53    | 11.90     | 12.27    | 12.64     | 13.01    |           |      | 13.38     | 13.38    | 11.20      | 11.20    |            |          | 13.38      | 13.38    | 11.20      | 11.20    | 11.56                      |          |
|       | BI-WEEKLY YEAR | 615.75    | 635.25   | 645.75    | 666.00   | 677.25     | 698.25   | 719.25     | 740.25   | 761.25    | 782.25   | 803.25    | 824.25   | 845.25    | 866.25   | 887.25    | 908.25   | 929.25    |      |           | 950.25   | 950.25     | 808.50   | 808.50     | 950.25   | 950.25     | 1008.75  | 1008.75    | 950.25   | 950.25                     | 1137.00  |
| 20    | HOUR           | 8.70      | 8.97     | 9.16      | 9.45     | 9.62       | 9.88     | 10.26      | 10.63    | 11.01     | 11.38    | 11.76     | 12.13    | 12.50     | 12.87    | 13.24     | 13.61    |           |      | 13.98     | 13.98    | 11.44      | 11.44    |            |          | 13.98      | 13.98    | 11.44      | 11.44    | 12.21                      |          |
|       | BI-WEEKLY YEAR | 652.50    | 672.75   | 687.00    | 708.75   | 721.50     | 741.00   | 761.00     | 781.50   | 802.00    | 822.50   | 843.00    | 863.50   | 884.00    | 904.50   | 925.00    | 945.50   | 966.00    |      |           | 986.50   | 986.50     | 858.00   | 858.00     | 986.50   | 986.50     | 1045.00  | 1045.00    | 986.50   | 986.50                     | 1174.00  |
| 21    | HOUR           | 9.24      | 9.53     | 9.70      | 10.00    | 10.20      | 10.51    | 10.90      | 11.24    | 11.63     | 12.02    | 12.41     | 12.80    | 13.19     | 13.58    | 13.97     | 14.36    |           |      | 14.75     | 14.75    | 12.16      | 12.16    |            |          | 14.75      | 14.75    | 12.16      | 12.16    | 12.93                      |          |
|       | BI-WEEKLY YEAR | 693.00    | 714.75   | 727.50    | 750.00   | 765.00     | 786.25   | 807.50     | 828.75   | 849.50    | 870.25   | 891.00    | 911.75   | 932.50    | 953.25   | 974.00    | 994.75   | 1015.50   |      |           | 1036.25  | 1036.25    | 912.00   | 912.00     | 1036.25  | 1036.25    | 1094.75  | 1094.75    | 1036.25  | 1036.25                    | 1214.00  |
| 22    | HOUR           | 9.81      | 10.10    | 10.28     | 10.62    | 10.82      | 11.15    | 11.59      | 11.91    | 12.37     | 12.69    | 13.01     | 13.33    | 13.65     | 13.97    | 14.29     | 14.61    |           |      | 14.93     | 14.93    | 12.90      | 12.90    |            |          | 14.93      | 14.93    | 12.90      | 12.90    | 13.63                      |          |
|       | BI-WEEKLY YEAR | 735.75    | 757.50   | 771.00    | 796.50   | 811.50     | 836.25   | 860.75     | 885.25   | 909.75    | 934.25   | 958.75    | 983.25   | 1007.75   | 1032.25  | 1056.75   | 1081.25  | 1105.75   |      |           | 1130.25  | 1130.25    | 967.50   | 967.50     | 1130.25  | 1130.25    | 1188.25  | 1188.25    | 1130.25  | 1130.25                    | 1307.00  |
| 23    | HOUR           | 10.40     | 10.71    | 10.90     | 11.24    | 11.46      | 11.81    | 12.26      | 12.65    | 13.04     | 13.43    | 13.82     | 14.21    | 14.60     | 14.99    | 15.38     | 15.77    |           |      | 16.16     | 16.16    | 13.62      | 13.62    |            |          | 16.16      | 16.16    | 13.62      | 13.62    | 14.39                      |          |
|       | BI-WEEKLY YEAR | 803.25    | 830.25   | 843.00    | 873.25   | 889.50     | 915.25   | 941.00     | 966.75   | 992.50    | 1018.25  | 1044.00   | 1069.75  | 1095.50   | 1121.25  | 1147.00   | 1172.75  | 1198.50   |      |           | 1224.25  | 1224.25    | 1021.50  | 1021.50    | 1224.25  | 1224.25    | 1282.25  | 1282.25    | 1224.25  | 1224.25                    | 1401.00  |
| 24    | HOUR           | 11.05     | 11.36    | 11.59     | 11.91    | 12.18      | 12.55    | 13.03      | 13.41    | 13.85     | 14.24    | 14.68     | 15.07    | 15.46     | 15.85    | 16.24     | 16.63    |           |      | 17.02     | 17.02    | 14.46      | 14.46    |            |          | 17.02      | 17.02    | 14.46      | 14.46    | 15.26                      |          |
|       | BI-WEEKLY YEAR | 828.75    | 852.00   | 869.25    | 893.25   | 913.50     | 941.25   | 969.75     | 998.25   | 1026.75   | 1055.25  | 1083.75   | 1112.25  | 1140.75   | 1169.25  | 1197.75   | 1226.25  | 1254.75   |      |           | 1283.25  | 1283.25    | 1084.50  | 1084.50    | 1283.25  | 1283.25    | 1341.25  | 1341.25    | 1283.25  | 1283.25                    | 1460.00  |
| 25    | HOUR           | 11.70     | 12.05    | 12.26     | 12.65    | 12.88      | 13.26    | 13.79      | 14.19    | 14.73     | 15.13    | 15.53     | 15.93    | 16.33     | 16.73    | 17.13     | 17.53    |           |      | 17.93     | 17.93    | 15.37      | 15.37    |            |          | 17.93      | 17.93    | 15.37      | 15.37    | 16.13                      |          |
|       | BI-WEEKLY YEAR | 877.50    | 903.75   | 919.50    | 948.75   | 966.00     | 994.50   | 1023.00    | 1051.50  | 1080.00   | 1108.50  | 1137.00   | 1165.50  | 1194.00   | 1222.50  | 1251.00   | 1279.50  | 1308.00   |      |           | 1336.50  | 1336.50    | 1152.75  | 1152.75    | 1336.50  | 1336.50    | 1394.50  | 1394.50    | 1336.50  | 1336.50                    | 1515.00  |
| 26    | HOUR           | 12.39     | 12.77    | 13.03     | 13.41    | 13.19      | 14.10    | 14.67      | 15.10    | 15.67     | 16.29    | 16.89     | 17.49    | 18.09     | 18.69    | 19.29     | 19.89    |           |      | 20.49     | 20.49    | 16.29      | 16.29    |            |          | 20.49      | 20.49    | 16.29      | 16.29    | 17.05                      |          |
|       | BI-WEEKLY YEAR | 929.25    | 957.75   | 977.25    | 1005.75  | 989.25     | 1057.50  | 1100.25    | 1142.75  | 1185.25   | 1227.75  | 1270.25   | 1312.75  | 1355.25   | 1397.75  | 1440.25   | 1482.75  | 1525.25   |      |           | 1567.75  | 1567.75    | 1375.00  | 1375.00    | 1567.75  | 1567.75    | 1625.75  | 1625.75    | 1567.75  | 1567.75                    | 1747.50  |
|       |                | 24160.50  | 24901.50 | 25408.50  | 26149.50 | 25720.50   | 27495.00 | 28606.50   | 29445.00 | 30556.50  | 31765.50 | 31765.50  | 32545.50 | 31765.50  | 31765.50 | 32545.50  | 31765.50 | 31765.50  |      |           | 32545.50 | 32545.50   | 31765.50 | 31765.50   | 31765.50 | 31765.50   | 32545.50 | 32545.50   | 31765.50 | 31765.50                   | 33247.50 |

| RANGE           | A - START |          | B - 6 MOS. |          | C - 2 YRS |          | D - 2 YRS |          | E - 3 YRS |          | MIN. 5 YRS |          | MIN. 5 YRS |          | MIN. 8 YRS |          | MIN. 8 YRS |          |
|-----------------|-----------|----------|------------|----------|-----------|----------|-----------|----------|-----------|----------|------------|----------|------------|----------|------------|----------|------------|----------|
|                 | LOW       | HIGH     | LOW        | HIGH     | LOW       | HIGH     | LOW       | HIGH     | LOW       | HIGH     | LOW        | HIGH     | LOW        | HIGH     | LOW        | HIGH     | LOW        | HIGH     |
| 27              | HOUR      | 13.18    | 13.56      | 13.81    | 14.22     | 14.49    | 14.94     | 15.53    | 16.00     | 16.57    | 16.63      | 16.63    | 16.63      | 17.70    | 16.63      | 16.63    | 16.63      | 18.06    |
|                 | BI-WEEKLY | 988.50   | 1017.00    | 1035.75  | 1066.50   | 1086.75  | 1120.50   | 1164.75  | 1200.00   | 1242.75  | 1247.25    | 1247.25  | 1247.25    | 1327.50  | 1247.25    | 1247.25  | 1247.25    | 1354.50  |
|                 | YEAR      | 25701.00 | 26442.00   | 26929.50 | 27729.00  | 28255.50 | 29133.00  | 30283.50 | 31200.00  | 32311.50 | 32428.50   | 32428.50 | 32428.50   | 34515.00 | 32428.50   | 32428.50 | 32428.50   | 35217.00 |
| 28              | HOUR      | 13.96    | 14.37      | 14.58    | 15.11     | 15.39    | 15.87     | 16.48    | 16.96     | 17.65    | 18.34      | 18.34    | 18.34      | 18.76    | 18.34      | 18.34    | 18.34      | 19.11    |
|                 | BI-WEEKLY | 1047.00  | 1077.75    | 1093.50  | 1133.25   | 1154.25  | 1190.25   | 1236.00  | 1272.00   | 1323.75  | 1375.50    | 1375.50  | 1375.50    | 1407.00  | 1375.50    | 1375.50  | 1375.50    | 1433.25  |
|                 | YEAR      | 27222.00 | 28021.50   | 28431.00 | 29464.50  | 30010.50 | 30946.50  | 32136.00 | 33072.00  | 34417.50 | 35763.00   | 35763.00 | 35763.00   | 36582.00 | 35763.00   | 35763.00 | 35763.00   | 37284.50 |
| 29              | HOUR      | 14.81    | 15.25      | 15.56    | 16.02     | 16.32    | 16.81     | 17.45    | 17.99     | 18.70    | 19.46      | 19.46    | 19.46      | 19.87    | 19.46      | 19.46    | 19.46      | 20.23    |
|                 | BI-WEEKLY | 1110.75  | 1143.75    | 1167.00  | 1201.50   | 1224.00  | 1260.75   | 1308.75  | 1349.25   | 1402.50  | 1459.50    | 1459.50  | 1459.50    | 1490.25  | 1459.50    | 1459.50  | 1459.50    | 1517.25  |
|                 | YEAR      | 28879.50 | 29737.50   | 30342.00 | 31239.00  | 31824.00 | 32779.50  | 34027.50 | 35080.50  | 36465.00 | 37947.00   | 37947.00 | 37947.00   | 38746.50 | 37947.00   | 37947.00 | 37947.00   | 39448.50 |
| 30              | HOUR      | 15.70    | 16.14      | 16.49    | 16.97     | 17.31    | 17.82     | 18.52    | 19.09     | 19.85    | 20.63      | 20.63    | 20.63      | 21.03    | 20.63      | 20.63    | 20.63      | 21.40    |
|                 | BI-WEEKLY | 1177.50  | 1210.50    | 1236.75  | 1272.75   | 1298.25  | 1336.50   | 1389.00  | 1431.75   | 1488.75  | 1547.25    | 1547.25  | 1547.25    | 1577.25  | 1547.25    | 1547.25  | 1547.25    | 1605.00  |
|                 | YEAR      | 30615.00 | 31479.00   | 32155.50 | 33091.50  | 33754.50 | 34749.00  | 36114.00 | 37225.50  | 38707.50 | 40228.50   | 40228.50 | 40228.50   | 41008.50 | 40228.50   | 40228.50 | 40228.50   | 41730.00 |
| 31              | HOUR      | 16.65    | 17.17      | 17.47    | 18.01     | 18.37    | 18.92     | 19.65    | 20.24     | 21.01    | 21.86      | 21.86    | 21.86      | 22.28    | 21.86      | 21.86    | 21.86      | 22.66    |
|                 | BI-WEEKLY | 1248.75  | 1287.75    | 1310.25  | 1350.75   | 1377.75  | 1419.00   | 1473.75  | 1519.00   | 1575.75  | 1639.50    | 1639.50  | 1639.50    | 1671.00  | 1639.50    | 1639.50  | 1639.50    | 1699.50  |
|                 | YEAR      | 32467.50 | 33481.50   | 34086.50 | 35119.50  | 35821.50 | 36894.00  | 38317.50 | 39468.00  | 40969.50 | 42627.00   | 42627.00 | 42627.00   | 43446.00 | 42627.00   | 42627.00 | 42627.00   | 44187.00 |
| 32              | HOUR      | 17.70    | 18.21      | 18.56    | 19.14     | 19.49    | 20.06     | 20.87    | 21.50     | 22.34    | 23.23      | 23.23    | 23.23      | 23.64    | 23.23      | 23.23    | 23.23      | 23.97    |
|                 | BI-WEEKLY | 1327.50  | 1365.75    | 1392.00  | 1435.50   | 1461.75  | 1504.50   | 1565.25  | 1612.50   | 1675.50  | 1742.25    | 1742.25  | 1742.25    | 1773.00  | 1742.25    | 1742.25  | 1742.25    | 1797.75  |
|                 | YEAR      | 34515.00 | 35509.50   | 36192.00 | 37323.00  | 38005.50 | 39117.00  | 40696.50 | 41925.00  | 43563.00 | 45298.50   | 45298.50 | 45298.50   | 46098.00 | 45298.50   | 45298.50 | 45298.50   | 46741.50 |
| 33              | HOUR      | 18.76    | 19.33      | 19.70    | 20.30     | 20.68    | 21.49     | 22.12    | 22.80     | 23.72    | 24.61      | 24.61    | 24.61      | 25.02    | 24.61      | 24.61    | 24.61      | 25.40    |
|                 | BI-WEEKLY | 1407.00  | 1449.75    | 1477.50  | 1522.50   | 1551.00  | 1611.75   | 1659.00  | 1710.00   | 1779.00  | 1845.75    | 1845.75  | 1845.75    | 1876.50  | 1845.75    | 1845.75  | 1845.75    | 1905.00  |
|                 | YEAR      | 36582.00 | 37693.50   | 38415.00 | 39585.00  | 40326.00 | 41905.50  | 43134.00 | 44460.00  | 46254.00 | 47989.50   | 47989.50 | 47989.50   | 48789.00 | 47989.50   | 47989.50 | 47989.50   | 49530.00 |
| 34              | HOUR      | 19.88    | 20.50      | 20.87    | 21.50     | 21.91    | 22.53     | 23.43    | 24.12     | 25.10    | 26.11      | 26.11    | 26.11      | 26.54    | 26.11      | 26.11    | 26.11      | 26.62    |
|                 | BI-WEEKLY | 1491.00  | 1537.50    | 1565.25  | 1612.50   | 1643.25  | 1689.75   | 1757.25  | 1809.00   | 1882.50  | 1958.25    | 1958.25  | 1958.25    | 1990.50  | 1958.25    | 1958.25  | 1958.25    | 1996.50  |
|                 | YEAR      | 38766.00 | 39975.00   | 40696.50 | 41925.00  | 42724.50 | 43933.50  | 45688.50 | 47034.00  | 48845.00 | 50914.50   | 50914.50 | 50914.50   | 51753.00 | 50914.50   | 50914.50 | 50914.50   | 51909.00 |
| COURT RE-PORTER | HOUR      | 17.54    |            | 17.89    |           | 18.25    |           | 18.59    |           | 18.95    |            | 19.31    |            | 19.65    |            | 19.65    |            |          |
|                 | BI-WEEKLY | 1315.50  |            | 1341.75  |           | 1368.75  |           | 1394.25  |           | 1421.25  |            | 1448.25  |            | 1473.75  |            | 1473.75  |            |          |
|                 | YEAR      | 34203.00 |            | 34885.50 |           | 35587.50 |           | 36250.50 |           | 36952.50 |            | 37654.50 |            | 38317.50 |            | 38317.50 |            |          |

BASED ON A 37.5 HOUR WORK WEEK

1997 DISTRICT OF COLUMBIA DISTRICT COURTS AFSCME

As of the 1st pay period

| RANGE | RATE PER          | A - START          | B - 6 MOS.         | C - 1 YR.          | D - 2 YRS          | E - 3 YRS          | MIN. 5 YRS<br>SAME POSITION<br>F (M - 1) | MIN. 8 YRS<br>SAME POSITION<br>G (M - 2) |
|-------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--|--|
| 11    | HOUR              | 5.49               | 5.78               | 6.05               | 6.48               | 6.92               | 7.29                                     | 7.47                                     |
|       | BI-WEEKLY<br>YEAR | 411.75<br>10705.50 | 433.50<br>11271.00 | 453.75<br>11797.50 | 486.00<br>12636.00 | 519.00<br>13494.00 | 546.75<br>14215.50                       | 560.25<br>14566.50                       |
| 12    | HOUR              | 5.81               | 6.09               | 6.42               | 6.84               | 7.33               | 7.71                                     | 7.90                                     |
|       | BI-WEEKLY<br>YEAR | 435.75<br>11329.50 | 456.75<br>11875.50 | 481.50<br>12519.00 | 513.00<br>13338.00 | 549.75<br>14293.50 | 578.25<br>15034.50                       | 592.50<br>15405.00                       |
| 13    | HOUR              | 6.18               | 6.48               | 6.80               | 7.28               | 7.82               | 8.17                                     | 8.35                                     |
|       | BI-WEEKLY<br>YEAR | 463.50<br>12051.00 | 486.00<br>12636.00 | 510.00<br>13260.00 | 546.00<br>14196.00 | 586.50<br>15249.00 | 612.75<br>15931.50                       | 626.25<br>16282.50                       |
| 14    | HOUR              | 6.56               | 6.86               | 7.20               | 7.69               | 8.32               | 8.69                                     | 8.90                                     |
|       | BI-WEEKLY<br>YEAR | 492.00<br>12792.00 | 514.50<br>13377.00 | 540.00<br>14040.00 | 576.75<br>14995.50 | 624.00<br>16224.00 | 651.75<br>16945.50                       | 667.50<br>17355.00                       |
| 15    | HOUR              | 6.91               | 7.28               | 7.63               | 8.18               | 8.81               | 9.20                                     | 9.37                                     |
|       | BI-WEEKLY<br>YEAR | 518.25<br>13474.50 | 546.00<br>14196.00 | 572.25<br>14878.50 | 613.50<br>15951.00 | 660.75<br>17179.50 | 690.00<br>17940.00                       | 702.75<br>18271.50                       |
| 16    | HOUR              | 7.36               | 7.71               | 8.12               | 8.69               | 9.31               | 9.68                                     | 9.89                                     |
|       | BI-WEEKLY<br>YEAR | 552.00<br>14352.00 | 578.25<br>15034.50 | 609.00<br>15834.00 | 651.75<br>16945.50 | 698.25<br>18154.50 | 726.00<br>18876.00                       | 741.75<br>19285.50                       |
| 17    | HOUR              | 7.82               | 8.22               | 8.61               | 9.22               | 9.91               | 10.56                                    | 10.94                                    |
|       | BI-WEEKLY<br>YEAR | 586.50<br>15249.00 | 616.50<br>16029.00 | 645.75<br>16789.50 | 691.50<br>17979.00 | 743.25<br>19324.50 | 792.00<br>20592.00                       | 820.50<br>21333.00                       |
| 18    | HOUR              | 8.30               | 8.69               | 9.15               | 9.79               | 10.51              | 11.13                                    | 11.51                                    |
|       | BI-WEEKLY<br>YEAR | 622.50<br>16185.00 | 651.75<br>16945.50 | 686.25<br>17842.50 | 734.25<br>19090.50 | 788.25<br>20494.50 | 834.75<br>21703.50                       | 863.25<br>22444.50                       |
| 19    | HOUR              | 8.79               | 9.23               | 9.68               | 10.37              | 11.16              | 11.81                                    | 12.19                                    |
|       | BI-WEEKLY<br>YEAR | 659.25<br>17140.50 | 692.25<br>17998.50 | 726.00<br>18876.00 | 777.75<br>20221.50 | 837.00<br>21762.00 | 885.75<br>23029.50                       | 914.25<br>23770.50                       |
| 20    | HOUR              | 9.34               | 9.81               | 10.29              | 11.02              | 11.86              | 12.51                                    | 12.90                                    |
|       | BI-WEEKLY<br>YEAR | 700.50<br>18213.00 | 735.75<br>19129.50 | 771.75<br>20065.50 | 826.50<br>21489.00 | 889.50<br>23127.00 | 938.25<br>24394.50                       | 967.50<br>25155.00                       |

1st pp 1996 3%  
 1st pp 1997 2%  
 14th pp 1997 1%  
 1st pp 1998 2%  
 14th pp 199 1%  
 17%

1997 DISTRICT/JUDGE BATE COURTS AFSCME

| RANGE | RATE PER  | A - START | B - 6 MOS. | C - 1 YR. | D - 2 YRS | E - 3 YRS | MIN. 5 YRS<br>SAME POSITION<br>F (M - 1) | MIN. 8 YRS<br>SAME POSITION<br>G (M - 2) |
|-------|-----------|-----------|------------|-----------|-----------|-----------|--|--|
| 21    | HOUR      | 9.89      | 10.41      | 10.94     | 11.67     | 12.33     | 13.25                                    | 13.62                                    |
|       | BI-WEEKLY | 741.75    | 780.75     | 820.50    | 875.25    | 924.75    | 993.75                                   | 1021.50                                  |
|       | YEAR      | 19285.50  | 20299.50   | 21333.00  | 22756.50  | 24043.50  | 25837.50                                 | 26559.00                                 |
| 22    | HOUR      | 10.53     | 11.04      | 11.58     | 12.39     | 13.32     | 14.04                                    | 14.40                                    |
|       | BI-WEEKLY | 789.75    | 828.00     | 868.50    | 929.25    | 999.00    | 1053.00                                  | 1080.00                                  |
|       | YEAR      | 20533.50  | 21528.00   | 22581.00  | 24160.50  | 25974.00  | 27378.00                                 | 28080.00                                 |
| 23    | HOUR      | 11.15     | 11.69      | 12.30     | 13.14     | 14.13     | 14.87                                    | 15.21                                    |
|       | BI-WEEKLY | 836.25    | 876.75     | 922.50    | 985.50    | 1059.75   | 1115.25                                  | 1140.75                                  |
|       | YEAR      | 21742.50  | 22795.50   | 23985.00  | 25623.00  | 27553.50  | 28996.50                                 | 29659.50                                 |
| 24    | HOUR      | 11.83     | 12.39      | 13.04     | 13.95     | 15.01     | 15.72                                    | 16.08                                    |
|       | BI-WEEKLY | 887.25    | 929.25     | 978.00    | 1046.25   | 1125.75   | 1179.00                                  | 1206.00                                  |
|       | YEAR      | 23068.50  | 24160.50   | 25428.00  | 27202.50  | 29269.50  | 30654.00                                 | 31356.00                                 |
| 25    | HOUR      | 12.55     | 13.14      | 13.82     | 14.78     | 15.92     | 16.65                                    | 17.05                                    |
|       | BI-WEEKLY | 941.25    | 985.50     | 1036.50   | 1108.50   | 1194.00   | 1248.75                                  | 1278.75                                  |
|       | YEAR      | 24472.50  | 25623.00   | 26949.00  | 28821.00  | 31044.00  | 32467.50                                 | 33247.50                                 |
| 26    | HOUR      | 13.31     | 13.97      | 14.70     | 15.72     | 16.87     | 17.64                                    | 18.04                                    |
|       | BI-WEEKLY | 998.25    | 1047.75    | 1102.50   | 1179.00   | 1265.25   | 1323.00                                  | 1353.00                                  |
|       | YEAR      | 25954.50  | 27241.50   | 28665.00  | 30654.00  | 32896.50  | 34398.00                                 | 35178.00                                 |
| 27    | HOUR      | 14.12     | 14.80      | 15.55     | 16.65     | 17.89     | 18.46                                    | 18.66                                    |
|       | BI-WEEKLY | 1059.00   | 1110.00    | 1166.25   | 1248.75   | 1341.75   | 1384.50                                  | 1399.50                                  |
|       | YEAR      | 27534.00  | 28860.00   | 30322.50  | 32467.50  | 34885.50  | 35997.00                                 | 36387.00                                 |
| 28    | HOUR      | 14.96     | 15.73      | 16.51     | 17.69     | 19.02     | 19.59                                    | 19.79                                    |
|       | BI-WEEKLY | 1122.00   | 1179.75    | 1238.25   | 1326.75   | 1426.50   | 1469.25                                  | 1484.25                                  |
|       | YEAR      | 29172.00  | 30673.50   | 32194.50  | 34495.50  | 37089.00  | 38200.50                                 | 38590.50                                 |
| 29    | HOUR      | 15.87     | 16.67      | 17.50     | 18.73     | 20.16     | 20.78                                    | 20.97                                    |
|       | BI-WEEKLY | 1190.25   | 1250.25    | 1312.50   | 1404.75   | 1512.00   | 1558.50                                  | 1572.75                                  |
|       | YEAR      | 30946.50  | 32506.50   | 34125.00  | 36523.50  | 39312.00  | 40521.00                                 | 40891.50                                 |
| 30    | HOUR      | 16.83     | 17.70      | 18.56     | 19.88     | 21.38     | 22.02                                    | 22.20                                    |
|       | BI-WEEKLY | 1262.25   | 1327.50    | 1392.00   | 1491.00   | 1603.50   | 1651.50                                  | 1665.00                                  |
|       | YEAR      | 32818.50  | 34515.00   | 36192.00  | 38766.00  | 41691.00  | 42939.00                                 | 43290.00                                 |



| RANGE | RATE PER  | A - START | B - 6 MOS. | C - 1 YR. | D - 2 YRS | E - 3 YRS | MIN. 5 YRS<br>SAME POSITION<br>F (M - 1) | MIN. 8 YRS<br>SAME POSITION<br>G (M - 2) |
|-------|-----------|-----------|------------|-----------|-----------|-----------|--|--|
| 31    | HOUR      | 17.84     | 18.75      | 19.72     | 21.08     | 22.67     | 23.33                                    | 23.51                                    |
|       | BI-WEEKLY | 1338.00   | 1406.25    | 1479.00   | 1581.00   | 1700.25   | 1749.75                                  | 1763.25                                  |
|       | YEAR      | 34788.00  | 36562.50   | 38454.00  | 41106.00  | 44206.50  | 45493.50                                 | 45844.50                                 |
| 32    | HOUR      | 18.96     | 19.91      | 20.92     | 22.37     | 24.06     | 24.75                                    | 24.94                                    |
|       | BI-WEEKLY | 1422.00   | 1493.25    | 1569.00   | 1677.75   | 1804.50   | 1856.25                                  | 1870.50                                  |
|       | YEAR      | 36972.00  | 38824.50   | 40794.00  | 43621.50  | 46917.00  | 48262.50                                 | 48633.00                                 |
| 33    | HOUR      | 20.12     | 21.12      | 22.05     | 23.74     | 25.53     | 26.24                                    | 26.41                                    |
|       | BI-WEEKLY | 1509.00   | 1584.00    | 1653.75   | 1780.50   | 1914.75   | 1968.00                                  | 1980.75                                  |
|       | YEAR      | 39234.00  | 41184.00   | 42997.50  | 46293.00  | 49783.50  | 51168.00                                 | 51499.50                                 |
| 34    | HOUR      | 21.30     | 22.37      | 23.47     | 25.14     | 27.05     | 27.80                                    | 28.01                                    |
|       | BI-WEEKLY | 1597.50   | 1677.75    | 1760.25   | 1885.50   | 2028.75   | 2085.00                                  | 2100.75                                  |
|       | YEAR      | 41535.00  | 43621.50   | 45766.50  | 49023.00  | 52747.50  | 54210.00                                 | 54619.50                                 |

BASED ON A 37.5 HOUR WORK WEEK