

6/17/98
#10
June 3, 1998

12/31/2002
cc: M. McGill
R. ~~Bussell~~
cc File
Judge Wilson
T. Adams
K. Lenhart

To the Honorable Chairman and
Members of the Board of Commissioners

Agenda Item: 106-5-98

Ladies and Gentlemen:

We your Human Services Committee recommends that the Board of
Commissioners accept the 75th District Court Employees'
Association contract as revised, presented and attached.

Respectfully submitted,

Rose Marie McQuaid
Rose Marie McQuaid, Chairman

Doreen F. Starner
Doreen F. Starner

Otis G. Wilson
Otis G. Wilson

Tony Stamas
Tony Stamas

Human Services Committee

glw

ADOPTED

Midland County Board
Of Commissioners

Date 6/9 1998

Attested: Karen A. Holcomb

County Clerk and
Clerk of the Board of Commissioners

Midland County (75th Judicial District Court)

12/31/2002

6774

AGREEMENT

Between

75th JUDICIAL DISTRICT OF MIDLAND COUNTY, MICHIGAN

and

75th DISTRICT COURT EMPLOYEES' ASSOCIATION

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the 75th Judicial District, located at Midland County, City of Midland, Michigan, hereinafter called "Employer", and 75th District Court Employees' Association, located at Midland County, City of Midland, Michigan, hereinafter called "Association";

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

WITNESSETH:

Midland County (75th District Court)

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

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

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

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

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

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

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

ARTICLE II

DEDUCTION OF DUES

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

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

ARTICLE III

PROBATION

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

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

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

ARTICLE IV

LAY-OFF AND REHIRING

Section 1. Seniority shall prevail in the layoff of employees in the event of layoffs or lack of work, providing the remaining employees can do and are familiar with the work. The first employees to be laid off are probationary employees, then part-time employees, then full-time employees. In any work reduction situation, the court reporters positions shall be maintained. The last employee laid off shall be the first employee rehired; others shall also be rehired by seniority.

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

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

Section 4. In the event of a lay-off, an employee so laid off shall be given two weeks' notice of lay-off and ten days' notice of recall to work, mailed to his last known address by certified mail.

In the event the employee fails to make himself available for work at the end of ten days, he/she shall lose all seniority rights under this agreement, unless otherwise agreed to by the employer.

ARTICLE V

ASSOCIATION OFFICERS

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

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

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

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

(1) have been reduced to writing; or,

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

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

ARTICLE VI

LEAVES OF ABSENCE

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

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

Section 3. During the approved leave of absence, the Employer shall maintain the Employer's contribution toward Health and Life Insurance on the employee and member of the employee's family.

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

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

ARTICLE VII

LIMITATION OF AUTHORITY AND LIABILITY

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

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

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

ARTICLE VIII

PAID LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

FUNERAL LEAVE

Section 1. The Employer agrees in the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, grandparents and grandchildren), the employee shall be excused without loss of pay at that employee's classification, step and grade on the dates

which he/she has been scheduled to work during the period from the date of death to the day of the funeral, both inclusive, but not to exceed a total of three consecutive working days for such absence as is required to discharge specific obligations placed upon him/her by the death.

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

ARTICLE X

JURY DUTY AND COURT ATTENDANCE

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

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

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

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

ARTICLE XI

WORKING OUT OF CLASSIFICATION

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

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

Judicial Specialist - Civil
Judicial Specialist - Criminal

Judicial Specialist - Traffic

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

Section 3. When temporary assignments are made from the certified court reporters from the clerical staff, they will be made on a rotating monthly basis from a continuing list begun in July of 1987. Qualified Certified Electronic Operators (CEO's) shall be paid at a level one (1) grade higher than their normal rate of pay; Certified Electronic Reporters (CER's) will be paid at a rate two (2) levels higher. At no time shall a temporarily assigned court reporter be paid at a rate higher than Grade 6.

ARTICLE XII

RETIREMENT

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

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

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

Compensation of members, in determining amounts subject to deduction for payment to the retirement system and for determination of "final average compensation" shall consist of all payments received by a member for base salary, paid leave, transcript fees, overtime and any lump sum payment in lieu of annual leave.

Retiree Health Care Plan:

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

The Employer shall pre-fund the Retiree Health Care Program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care premiums. The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care premiums. Employees shall contribute to this fund one percent (.01) of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future Health Care benefits for the Retiree and their spouse. If the employee quits or

leaves county employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with accumulated interest thereon as determined by the Employer.

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

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

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

- (1) The recipient must be an active retiree of the county and must be receiving monthly retirement benefits.
- (2) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.
- (3) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death. The dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a university.
- (4) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The Employer shall pay 100 percent of the Health Care premiums for the retiree and 50 percent of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50 percent of the difference.
- (5) The Employer shall pay an additional 5 percent of the Retiree spouse's and eligible sponsored dependent's health care premiums for each year of service in excess of 10 years of service for the Retiree.

ARTICLE XIII

INSURANCE

Hospitalization

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

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

Dental Insurance:

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

Either party may reopen terms of the contract concerning health care except no changes can be made prior to 1999.

Life and Accidental Death and Dismemberment Insurance

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

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

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

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

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

Weekly Income Insurance

The County will provide weekly income insurance for all regular full-time and eligible regular part-time employees covered by this Agreement.

(A) Short term Disability Plan:

- Waiting Period - 7 days: % of Pay - 66 2/3% of base pay
Maximum - \$3,000.00 per month
Maximum time - 6 months
- (B) Long term Disability Plan:
Waiting Period - 6 months
% of Pay - 66 2/3% of base pay
Maximum - \$3,000 per month
Maximum Time - 2 years
- (C) The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

ARTICLE XIV

MANAGEMENT RIGHTS

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

ARTICLE XV

GRIEVANCE PROCEDURE

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

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

Step 1: Any employee having a grievance shall first discuss the matter orally with the immediate supervisor.

Step 2: If the issue is not settled at Step 1 and the immediate supervisor is not a department head, the employee shall raise the matter orally with the Court Administrator.

Step 2A: Grievances brought against or by the Senior Probation Agent shall be brought in written form to the Chief Judge within ten (10) days of discovery of the occurrence.

Step 3: If not settled at step 2, the grievance shall be reduced to writing within five (5) working days of the discussion of Step 2, with copies given to the Court Administrator, Chief Judge, and Association President. The matter shall be discussed with the employee, Court Administrator, Chief Judge, and Association President, with the Association attorney an optional participant if requested by the employee and the Association. This meeting shall take place within seven (7) days of the completion of Step 2, or as soon as the Association attorney or other parties are available.

Step 4: In the event that the grievance is not satisfactorily settled at Step 3, the dispute shall be referred to the Michigan Employment Relations Commission for the purpose of mediation or any other mutually agreeable mediator.

Step 5: If the grievance has not been settled in Step 4, the parties, or either party, may submit such grievance to arbitration; provided such submission is made within ten (10) working days after receipt of the last Step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association, or any mutually agreeable arbitrator, in accordance with its Voluntary Rules and Regulation then existing, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

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

ARTICLE XVI

HOLIDAYS

Section 1. The Employer recognizes the following paid holidays:

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

When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Saturday,

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

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

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

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

ARTICLE XVII

SEPARATE CHECKS

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

ARTICLE XVIII

GENERAL

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

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

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

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

Section 5. Permanent vacancies will be filled by selecting the most qualified applicant in the

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

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

Section 7. When an employee is assigned work in a lower classification during the work day, he/she shall not suffer a reduction in pay.

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

Section 9. Employees may be granted flex time at the discretion of the department head; provided, however, that in no case may an employee's flexible hours or work interfere with departmental schedules and operational needs.

Section 10. Time and one-half of the employee's regular straight time hourly rate shall be paid for all hours worked over 40 hours in any one work week. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment, but may elect to do so in that week or at other times. All overtime hours must be approved by a supervisor ahead of time.

Section 11. The employer or other supervisor shall not change the job duties, responsibilities or description unless these changes are discussed beforehand with the affected employee and the Association President. The employer and/or the supervisor must allow input from the affected employee and the Association President. The employer, however, after said discussion may make changes. The Employer and/or supervisor does have authority to have an employee work out of job classification on a temporary basis that is not included in his or her job description. If there are permanent changes made in job duties, responsibilities or description, then these changes shall be reflected in the contract by way of addendum.

Section 12. When the employer has a concern with the performance of an employee, the matter shall be discussed first with the employee's supervisor, unless it is a minor issue that is readily corrected with the employee immediately. Issues not resolved through supervisor intervention will be put in writing and turned over to the Chief Judge for discussion with the supervisor, the employee, and an association representative.

Section 13. When a new position is created that will be represented by the Association, the Employer shall provide a written job description and the position shall be classified by grade. The position title and grade shall be added to the contract by way of addendum immediately.

ARTICLE XIX

SUBCONTRACTING

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

ARTICLE XX

SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE XXI

SUSPENSION AND DISCIPLINE

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

ARTICLE XXII

WORKERS' COMPENSATION

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

ARTICLE XXIII

RATE OF PAY

The hourly rate of pay will be figured at a 2,080 hour year. Attached hereto and marked Appendix I and II and "Salary Tables" are schedules showing the classifications and wage rates for 1998 for the employees covered by this Agreement. For the calendar year of 1998, the wage rate under the 1997 salary table will continue to be used. The economic and salary terms of this agreement will be reopened on or before January 1, 1999 to negotiate salaries and/or economic terms for the last four (4) years of the contract, 1999, 2000, 2001 and 2002.

ARTICLE XXIV

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from May 1, 1998 to and including December 31, 2002, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration. Upon agreement of the parties the contract can be shortened by one (1) year.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to December 31, 2002, or of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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

EMPLOYER

75TH JUDICIAL DISTRICT OF
MICHIGAN, MIDLAND COUNTY

BY: _____

Hon. James E. Wilson, Chief Judge

6-11-98

EMPLOYEES

75TH DISTRICT COURT
EMPLOYEES ASSOCIATION

BY: _____

Its President

6-1-98

BY: _____

Its Secretary

6-1-98

APPENDIX I

CLASSIFICATIONS ASSIGNED TO STRUCTURE GRADES

Grade 1:

Grade 2:

Judicial Clerk - Criminal
Utility Clerk/Court Officer
Judicial Clerk - Traffic

Grade 3

Judicial Clerk - Probation
Senior Court Officer/Clerk
Judicial Clerk - Civil/Small Claims
Compliance Clerk/Court Officer

Grade 4:

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

Grade 5:

Grade 6:

Judicial Caseflow Administrator/Court Reporter/Secretary

Grade 7:

Probation Officer

Grade 8:

Grade 9:

Senior Probation Officer

APPENDIX I

CLASSIFICATIONS ASSIGNED TO STRUCTURE GRADES

Grade 1:

Grade 2: Judicial Clerk - Criminal
 Judicial Clerk - Traffic
 Utility Clerk/Court Officer
 Compliance Clerk/Court Officer

Grade 3: Judicial Clerk - Probation
 Judicial Clerk - Civil/Small Claims
 Senior Court Officer/Clerk

Grade 4: Judicial Specialist - Criminal
 Judicial Specialist - Traffic
 Assistant Probation Officer

Grade 5: Judicial Specialist - Civil

Grade 6: Judicial Caseflow Administrator/Court Reporter

Grade 7: Probation Officer

Grade 8:

Grade 9: Senior Probation Officer

APPENDIX II

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

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

competition

1998 SALARY TABLE - 3.0% Increase
 2 Yrs. 3 Yrs. 5 Yrs. 10 Yrs. 15 Yrs. 20 Yrs.

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

↓
 on-call
 letter
 from
 judge!

on-call
 (grade 6) $\$24,981 \times .90 = \$22,483 \div 2080 = \$10.809/hr.$

(grade 7) $\$35,673 \times .90 = \$32,106$

DISTRICT COURT 1998 SALARY TABLE

0.00%

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

on file
 grade 11 $\$25,606 \times 1.10 = \$28,167$
 grade 7 $\$26,722 \times 1.10 = \$29,394$

DISTRICT COURT 1999 SALARY TABLE

2.50%

GRADE	A	B	C	D	E	F	G
1	\$23,848	24,882	25,964	27,804	29,579	31,293	33,710
2	25,606	26,724	27,272	30,068	31,112	33,891	36,516
3	27,504	28,718	29,992	31,941	33,029	35,982	38,777
4	29,571	30,891	32,269	34,375	35,563	38,747	41,762
5	31,812	33,229	34,739	37,016	39,441	41,741	44,995
6	32,267	33,772	35,354	38,326	40,896	43,287	46,667
7	36,565	38,235	39,983	42,637	45,462	48,124	51,892
8	39,400	41,206	43,110	45,983	49,046	51,927	55,994
9	40,999	42,944	44,985	48,067	51,348	55,518	60,436
10	45,809	47,945	50,176	53,554	57,152	60,513	65,270

364 ↑ 3 yr 5 yr 10 yr 15 yr 20 yr
 completion of cycle ↑ only by letter

Grade 2 - (\$26,246 x .95 = \$24,933 (15% less than 2001)
 Grade 2 - \$26,246 x .90 = \$23,621 (1st yr.) 10% less than 2001
 Grade 3 - \$28,191 x .90 = \$25,371 (\$12.197/m)

DISTRICT COURT 2000 SALARY TABLE

2.50%

GRADE	30A	Completion of 5 yr.	3 yr.	5 yr.	10 yr.	15 yr.	20 yr.
	A	B	C	D	E	F	G
1	\$24,444	25,504	26,613	28,499	30,319	32,076	34,553
2	26,246	27,392	27,954	30,820	31,890	34,738	37,429
3	28,191	29,436	30,741	32,740	33,854	36,881	39,746
4	30,311	31,664	33,076	35,235	36,452	39,716	42,806
5	32,607	34,060	35,608	37,941	40,427	42,785	46,120
6	33,074	34,616	36,238	39,284	41,919	44,369	47,834
7	37,479	39,190	40,983	43,703	46,598	49,327	53,189
8	40,385	42,236	44,188	47,132	50,272	53,225	57,394
9	42,024	44,018	46,110	49,269	52,632	56,906	61,947
10	46,955	49,144	51,430	54,893	58,581	62,026	66,902

only
by
letter
from
judge!

Grade 3 - \$29,173 x .90 = \$26,260 ÷ 2000 = \$12.625/mr.

DISTRICT COURT 2001 SALARY TABLE

3.50%

GRADE	A	B	C	D	E	F	G
1	\$25,299	26,397	27,545	29,497	31,380	33,198	35,762
2	27,164	28,351	28,932	31,899	33,006	35,954	38,739
3	29,178	30,467	31,817	33,885	35,039	38,172	41,137
4	31,371	32,772	34,233	36,468	37,728	41,106	44,304
5	33,748	35,252	36,854	39,269	41,842	44,282	47,735
6	34,231	35,828	37,506	40,659	43,386	45,922	49,508
7	38,791	40,562	42,417	45,232	48,229	51,053	55,051
8	41,798	43,714	45,735	48,782	52,032	55,088	59,402
9	43,495	45,559	47,724	50,993	54,474	58,898	64,115
10	48,598	50,864	53,230	56,814	60,631	64,197	69,243

CC: B. Gransden
D. Busch
J. Wilson
J. Hart

March 16, 1999

To the Honorable Chairman and
Members of the Board of Commissioners

Agenda Item: 281-12-98

Ladies and Gentlemen:

We your Human Services Committee recommends that the Board of Commissioners accept the negotiated wage increases between the District Court and the 75th District Court Employees Association. These wage increases were negotiated pursuant to Article XXIII of the current collective bargaining agreement which is a wage reopener clause for contract years 1999, 2000, 2001, 2002 and are as follows:

1999	2.5%
2000	2.5%
2001	3.5%
2002	To be negotiated in the year 2001

The first year of the agreement, 1998, called for a 0% increase.

Respectfully submitted,

Ronald L. Beech
Ronald L. Beech, Chairman

James T. Bradley
James T. Bradley

Roland R. Weaver
Roland R. Weaver

Rose Marie McQuaid
Rose Marie McQuaid

ADOPTED

Midland County Board
Of Commissioners

Date 3/16 1999

Attested: Ann Manary

Chief Deputy County Clerk and
Clerk of the Board of Commissioners

Human Services Committee

23

cc: D. Benda
B. Gransden
R. Busch
Judge Wilson

October 24, 2000

To the Honorable Chairman and
Members of the Board of Commissioners

Agenda Item: 281-12-98

Ladies and Gentlemen:

We your Human Services Committee and the Finance Committee recommend approval of a 3 percent (3%) wage increase for 75th District Court Employees Association for the fiscal year 2002. This is in line with the reopener clause in the collective bargaining agreement.

Respectfully submitted,

Rose Marie McQuaid
Rose Marie McQuaid, Chairperson

Leona J. Falkenstein
Leona J. Falkenstein, Chairperson

Betty L. Fillmore
Betty L. Fillmore

Donald L. Thornton
Donald L. Thornton

Roland R. Weaver
Roland R. Weaver

James T. Bradley
James T. Bradley

Ronald L. Beech
Ronald L. Beech

Hugh E. Sullivan
Hugh E. Sullivan

Human Services Committee

Finance Committee

njw

ADOPTED

Midland County Board
Of Commissioners

Date: November 7, 2000

Attested: Raven A. Holcomb

County Clerk and
Clerk of the Board of Commissioners

DISTRICT COURT 2002 SALARY TABLE

3.00%

<u>GRADE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
1	26,058	27,189	28,371	30,382	32,321	34,194	36,835
2	27,979	29,202	29,800	32,856	33,996	37,033	39,901
3	30,053	31,381	32,772	34,902	36,090	39,317	42,371
4	32,312	33,755	35,260	37,562	38,860	42,339	45,633
5	34,760	36,310	37,960	40,447	43,097	45,610	49,167
6	35,258	36,903	38,631	41,879	44,688	47,300	50,993
7	39,955	41,779	43,690	46,589	49,676	52,585	56,703
8	43,052	45,025	47,107	50,245	53,593	56,741	61,184
9	44,800	46,926	49,156	52,523	56,108	60,665	66,038
10	50,056	52,390	54,827	58,518	62,450	66,123	71,320

State of Michigan

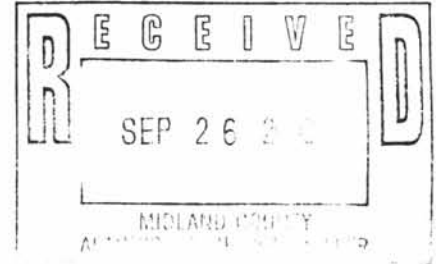
SEVENTY FIFTH DISTRICT COURT

District Judges
John H. Hart
James E. Wilson

Clerk/Administrator
Edward W. Rinn



Midland County Courthouse
301 W. Main Street
Midland, Michigan 48640



September 22, 2000

Mr. Otis Wilson, Chairman
Midland County Board of Commissioners
220 W. Ellsworth
Midland, MI 48640

Re: District Court Employees' Assn. Salary for the year 2002

Dear Mr. Wilson:

As your records will show, a contract between the District Court Employees' Association and me, acting as Chief Judge, was signed on May 1, 1998, terminating December 31, 2002. As you further know, the Association with my urging agreed to a freeze in wages for the year 1998.

I worked very closely with Mr. Magill and some of the members of the Board of Commissioners to arrive at reasonable and fair increases in salary for the years 1999, 2000 and 2001. The raise for 1999 was 2.50 percent; for 2000, 2.50 percent; for 2001, 3.50 percent, totaling 8.5 percent over four years (this includes the zero percent raise for 1998).

I, along with Judge Hart, believe this is the time to take care of the year 2002. Through negotiations the Association and I have agreed that a 3 percent raise for the year 2002 would be fair, just and equitable. It is my understanding that 3 percent is the raise that the other unions have agreed upon for the year 2002. I point out again that this would mean that over a five-year period the Association would receive only 11.50 percent raise. As you know, since I was appointed Chief Judge by the Supreme Court in 1996, I have attempted to keep the budget as low as possible. I am not going to repeat the many things we did to reduce our budget, only to say that we continue to give the best service possible to the citizens of Midland County and still attempt to keep our expenses down.

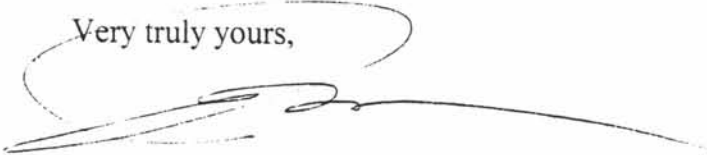
I am pleased to tell you that the budget we submitted recently to cover next year was accepted in its entirety by the Administrator/Controller.

Mr. Otis Wilson
Page 2
September 22, 2000

I have discussed the possibility of a 3 percent raise for the year 2002 with Mr. Benda and Mr. Busch, and I believe they agree with our request.

I, along with Judge Hart, ask that the Midland County Board of Commissioners approve the 3 percent raise for the year 2002.

Very truly yours,



Hon. James E. Wilson

cc: Hon. John Hart
Mr. Dave Benda
Mr. Richard Busch
Mary Cannon, President, District Court Employees' Assn.

P.S. After the above was dictated Richard Busch called and pointed out that under the present contract the District Court would be closed Friday before Christmas and Monday after Christmas and likewise for the New Year's holiday. He further stated the rest of the county would be closed Monday and Tuesday after the Christmas and New Year's holidays. I am pleased to report that the Association agreed to change the contract for this year so that the District Court would be closed the same time as the rest of the county.