

A G R E E M E N T

BETWEEN

THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS
72ND JUDICIAL DISTRICT COURT

AND

DISTRICT COURT EMPLOYEES

CHAPTER OF LOCAL #1518

COUNCIL #25

AFSCME, AFL-CIO

JULY 1, 2001

THROUGH

JUNE 30, 2005

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TOPIC</u>
	<u>AGREEMENT</u>
	<u>PURPOSE AND INTENT</u>
1	<u>RECOGNITION</u>
2	<u>MANAGEMENT RIGHTS</u>
3	<u>CONTRACTUAL WORK</u>
4	<u>UNION SECURITY</u>
5	<u>UNION DUES AND SERVICE FEE DEDUCTION</u>
6	<u>UNION REPRESENTATION</u>
7	<u>GRIEVANCE PROCEDURE</u>
8	<u>DISCHARGE AND SUSPENSION</u>
9	<u>PROBATIONARY EMPLOYEES</u>
10	<u>SENIORITY</u>
11	<u>LOSS OF SENIORITY</u>
12	<u>SENIORITY LIST</u>
13	<u>LAYOFF</u>
14	<u>RECALL FROM LAYOFF</u>
15	<u>STUDENT EMPLOYMENT</u>
16	<u>TRANSFERS</u>
17	<u>TEMPORARY ASSIGNMENTS</u>
18	<u>RATES FOR NEW JOBS</u>
19	<u>JOB POSTING</u>
20	<u>VETERANS</u>
21	<u>LEAVES OF ABSENCE</u>
22	<u>WORKING HOURS</u>
23	<u>OVERTIME</u>
24	<u>EQUALIZATION OF OVERTIME</u>
25	<u>SICK DAYS AND DISABILITY INSURANCE</u>
26	<u>FUNERAL LEAVE</u>
27	<u>JURY DUTY AND SUBPOENA AND WITNESS FEES</u>
28	<u>INJURY LEAVE (Worker's Compensation)</u>
29	<u>HOLIDAYS</u>
30	<u>VACATIONS</u>
31	<u>HEALTH CARE AND DENTAL INSURANCE</u>
32	<u>LIFE INSURANCE</u>
33	<u>ACT OF GOD</u>
34	<u>SERVICE RECOGNITION</u>
35	<u>MILEAGE ALLOWANCE</u>
36	<u>RETIREMENT</u>
37	<u>UNION BULLETIN BOARDS</u>
38	<u>SAFE WORKING ENVIRONMENT</u>
39	<u>WITHHOLDING OF PROFESSIONAL SERVICES</u>
40	<u>UNIFORM COST REIMBURSEMENT</u>

41	<u>EMPLOYEE LIABILITY</u>
42	<u>SALARY SCHEDULE</u>
43	<u>TERMINATION OF AGREEMENT</u>
	<u>LETTER OF UNDERSTANDING - TEMPORARY</u>
	<u>ASSIGNMENTS</u>
	<u>LETTER OF UNDERSTANDING - SALARY SCHEDULE</u>

AGREEMENT

This Agreement entered into on this July 1, 2001 between the 72nd Judicial District Court and the St. Clair County Board of Commissioners, the legislative body of said Court (hereinafter referred to respectively as the "Court" or the "County") and the St. Clair County District Court Employees, Chapter of Local 1518, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

[Back to Top](#)

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Court and County, the employees and the Union.

The parties recognize their responsibility to maintain the integrity and operation of the Court, and shall therefore strive to peaceably resolve all differences without inconvenience to the public.

[Back to Top](#)

ARTICLE 1 **RECOGNITION**

The Union is hereby recognized as the exclusive representative for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, working conditions, and other conditions of employment for all employees in the Unit described as follows: All employees of the 72nd Judicial District Court including Court Reporter(s), Deputy Clerk(s), and Bailiff(s), Clerk Typist(s) I and II, and Clerical Assistant, but excluding Judges, Court Administrator(s), Administrative Secretary(s), student programs as hereinafter defined, and any other supervisory or confidential employees.

Court Reporters represented by the Union shall be subject to all

provisions of this Agreement equally with all employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and provided in this Contract, except as otherwise provided by applicable laws.

Employees represented by the Union but receiving any part of their salaries and benefits made available through any Federally funded program, shall be subject to all provisions of this Agreement equally with all other employees, but shall be considered separate and distinct with regard to such matters as are specifically applicable and as provided in this Contract, except as otherwise provided by applicable law.

[Back to Top](#)

ARTICLE 2

MANAGEMENT RIGHTS

It is recognized that all rights, powers, and duties of their offices inherent therein or otherwise provided by law or Court rule are reserved and retained by the respective Judges of the 72nd Judicial District Court, except only as expressly abridged in this Agreement. The management of the 72nd Judicial District Court, the control of its properties, and the maintenance of order and efficiency is solely the prerogative and responsibility of the Court and/or County. Other rights and responsibilities not expressly abridged by this Contract shall belong solely to the Court and County in addition to the following, and are hereby provided as illustration only and not by way of limitation:

- a. The right to decide the number and location of its facilities, departments, and etc.; work to be performed within the Unit; the right to alter or discontinue jobs, classifications, or practices; the maintenance and repairs; amount and kind of supervision necessary; methods and means of operation; scheduling and establishment of hours; manpower and work sites; full control of the selection, examination, review, and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the 72nd Judicial District Court.
- b. Further, it is recognized that the responsibility and prerogatives of the management of the 72nd Judicial District Court for the selection and direction of the working forces includes but is not limited to the right to decide the number of employees, the right to hire, suspend, discipline for just cause or transfer, train or retrain; the right to decide employee qualifications and job qualifications; to determine the times and amounts of overtime to be worked; recesses and to carry out Supreme Court Directives concerning holidays; the right to make necessary rules and regulations governing employee's conduct and safety; and to relieve an employee from duty because of a lack of work or other legitimate reason; all of which are vested exclusively in the Court and County, subject only to the provisions of this Agreement.
- c. The Court and the County's failure to exercise any function or right hereby directly or indirectly reserved to it or its

exercise of such function or right in a particular way shall not be deemed a waiver of its rights to exercise such function or right or preclude the Court and County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

[Back to Top](#)

ARTICLE 3
CONTRACTUAL WORK

SECTION 1

The County and the Court are interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the Court. Therefore, in making these determinations, the County and the Court intend always to keep the interest of the Court employees in mind.

SECTION 2

The right of contracting or subcontracting is vested with the County and the Court.

SECTION 3

In cases where contracting or subcontracting will affect Bargaining Unit employees, the County and the Court will meet with the Union at least thirty (30) days prior to letting any contract. At such meeting, the Union will be advised of the nature and scope of the work to be performed and the reasons to justify the County's contracting of work. Additionally, the County or the Court shall provide the Union with a list of the employees and classifications affected.

SECTION 4

Therefore, it is the County's and the Court's intention that any Court employee who desires to further a career in the public service shall not be denied the opportunity. When and where possible, the County or the Court shall train or retrain an employee and provide continued employment.

[Back to Top](#)

ARTICLE 4
UNION SECURITY

SECTION 1

Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equivalent to Union dues for the duration of this Agreement, within thirty (30) calendar days after the effective date of this Agreement.

SECTION 2

Employees who are hired, rehired, or transferred into the Bargaining Unit after the effective date of this Agreement shall be

required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union, as long as they remain a non-member, for the duration of this Agreement, the month following the month in which they are employed.

[Back to Top](#)

ARTICLE 5
UNION DUES AND SERVICE FEE DEDUCTION

SECTION 1

Check Off:

- a. The County and the Court agree to deduct from the wages of any employee, all Union membership dues or service fees, as provided in a designated written authorization form. The executed written authorization for Union dues or service fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to the expiration of this Agreement. The termination notice must be given both to the Court and the County and to the Union.
- b. The dues will be authorized, levied, and certified in accordance with the constitution and bi-laws of the Local Union. Each employee and the Union hereby authorize the Court and the County to rely upon and to honor certification by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted.

SECTION 2

Remittance of Dues and Fees:

- a. Check off deduction under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first and second pay check of each month.

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

- () An amount established by the Union as monthly dues.
- () An amount equivalent to monthly Union dues, which is established as a service fee

The amount deducted shall be paid to Michigan Council #25, A.F.S.C.M.E., AFT-CIO, in be

BY: _____

Print Last Name		First Name	
Address	City, State	Zip	Telephone
Department		Classification	
Signature		Date	

- b. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council #25, A.F.S.C.M.E., AFL-CIO, with the alphabetical list of names and the amount deducted, no later than the fifth (5th) working day of the month, following the month in which they were deducted.
- c. The Court or the County shall notify the Secretary-Treasurer of the names and addresses of employees who are newly hired, rehired, transferred, or reinstated into the Bargaining Unit and of the names and addresses of employees who are no longer subject to deductions because of employment status.

SECTION 3

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article and Article 4 - Union Security. It is further agreed that no employee shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Union with dues or service fee deducted from the employee's pay. In no case shall the County be responsible to pay the employee an amount equal to dues or service fee which may or may not have been deducted and paid to the Union.

[Back to Top](#)

ARTICLE 6
UNION REPRESENTATION

SECTION 1

The Chapter Chairperson of the Union or alternate shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement, including the presentation of grievances, negotiations of changes, and terms and conditions of employment during regularly scheduled hours of work.

SECTION 2

Employees covered by this Agreement shall be represented by a

Bargaining Committee selected by the Union. The County and the Court agree that up to two (2) members of the Union's Bargaining Committee, one of which will be the Chapter Chairperson, shall suffer no loss of pay or benefits when in actual attendance at a bargaining meeting during regularly scheduled hours of work. Meetings shall be mutually agreed in advance between the parties.

SECTION 3

The Union Shall notify the County and the Court, in writing, of names and classifications of all Chapter Representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the County and the Courts. Changes in Union representation shall be made, in writing, to the Court Administrator and the Personnel Director of the County in prompt fashion.

[Back to Top](#)

ARTICLE 7 **GRIEVANCE PROCEDURE**

A grievance is any dispute, controversy or difference between (a) the parties, (b) management and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. In cases involving discipline or discharge, a grievance may be made as to matter of fact of just cause. Any grievance not conforming to the provisions of this paragraph shall be denied. A grievance that does not specifically apply to salary, job classification, or a fringe benefit shall be considered non-economic. A grievance that specifically applies to salary, job classification, or a fringe benefit shall be considered economic. An economic grievance shall be referred to the Human Resources Director for resolution.

STEP 1

Employee(s), with or without Chairperson, shall first bring a matter of grievance to the attention of the Court Administrator or designee within fifteen (15) working days of the alleged occurrence in order to attempt an informal settlement.

STEP 2

Non-Economic Grievances

- a. If the non-economic problem cannot be resolved informally, the facts constituting the grievance shall be set forth in writing with specific reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and served upon the Court Administrator or designee, who shall within five (5) working days thereafter, meet and discuss the problem with the

Chairperson, at a time between 8:00 a.m. and 4:00 p.m. on a working day.

Economic Grievance

- a. If the economic problem cannot be resolved informally, the facts constituting the grievance shall be set forth in writing with special reference to the provision(s) of this Agreement involved, dated and signed by the Grievant(s) and presented to the Human Resources Director. The Human Resources Director shall meet with the Grievant(s) and Union Representative within five (5) working days to discuss the matter. A written opinion of the County's aforementioned two (2) representatives shall be provided within five (5) working days to the Union and the Grievant(s).

STEP 3

Non-Economic Grievances

- a. Grievance(s) shall be considered settled at Step 2 unless within five (5) working days after service of the Court Administrator's decision the Grievant(s) serve(s) upon the Court Administrator or designee, a written request for a hearing before the Chief Judge of the 72nd Judicial District Court or a Judge designated by the Chief Judge. A copy of the written grievance shall be attached to such request.
- b. Within ten (10) working days of service of the request in (a) above, the Chief Judge or Judge designee shall meet with the Grievant(s), the Chairperson and a Union Representative, theretofore, designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance to this step may be present.
- c. The Judge or Judge designee shall serve a written decision to the Grievant(s) within ten (10) days after the hearing.

Economic Grievance

- a. Grievance(s) shall be considered settled at Step 2, unless within five (5) days after service of the Human Resources Director and the Court Administrator, the Grievant(s) serve(s) upon the Human Resources Director a written request for a hearing. A copy of the written grievance shall be attached to such request.
- b. Within ten (10) days of service of the request in (a) above, the Human Resources Director and the Court Administrator will meet with the Grievant(s), the Chairperson and a Union Representative theretofore designated as Grievance Representative, and conduct a hearing of the grievance. All parties involved in the grievance at this step may be present.
- c. The Human Resources Director and Court Administrator shall serve their written opinion to the Grievant(s) within ten (10)

days after the hearing.

STEP 4

It is mutually agreed by the parties hereto that the inclusion of compulsory arbitration provision, as the final step in the grievance procedure, represents a concession by the St. Clair County Board of Commissioners and the 72nd Judicial District Court, which is made on condition and subject to the effect of implementation of each and every one of the following safeguards:

- a. The grievance shall be considered settled at Step 3 unless written notice of the Union's intention to pursue arbitration of the matter is delivered to the Human Resources Director within thirty (30) calendar days after completion of Step 3. Additionally, a copy of the Union's filing of a request for arbitration shall be provided to the Human Resources Director and Court Administrator within thirty (30) calendar days following the notice of intent to arbitrate or the matter will be untimely. The latter filing time limit may be extended by mutual agreement. The parties shall be limited to requesting arbitration from the American Arbitration Association or as may be otherwise mutually agreed to by the County, Court and Union.
- b. That the Union, on behalf of its members, and the Board of Commissioners and the District Court, on behalf of the supervisory personnel, shall make available during the proceedings before the arbitrator, any witnesses alleged by the opposite party to have knowledge of material facts or evidence upon the issue being submitted to the arbitrator. In the event the Board of Commissioners or the District Court fail to produce such supervisory personnel without good and sufficient reason as determined by the arbitrator, or in the event such supervisory personnel are produced and refuse to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Board of Commissioners and/or the District Court, which award shall be final and binding and not subject to review except as to issue of law. In the event an employee certified as eligible in the Bargaining Unit for membership in the Union is not produced, without good and sufficient reason as determined by the arbitrator, or is produced and refuses to answer any questions which the arbitrator directs them to answer, the arbitrator may enter an award against the Grievant and the Union, which award shall be final and binding and not subject to review by the Grievant or the Union except as to issue of law; provided further, that the failure of such employee to appear and/or answer as herein described shall constitute good and sufficient cause for the summary discharge of such employees.
- c. The parties hereto recognize the fact that under existing laws, some employees may not choose to become members of the Union. In this connection, the Union agrees to furnish the Personnel Director and Court Administrator with a list of its membership within ten (10) days following the execution of this Contract; and further agrees to furnish a current list of

members upon request. Any member of the Union, by accepting membership and the benefits of this Agreement, waives all legal rights otherwise available from the penalties of this provision. Such waiver shall be in consideration of the St. Clair County Board of Commissioners providing a compulsory arbitration provision. As a condition of continued employment with the County, a Bargaining Unit member shall appear as a witness in all arbitration hearings, upon request, and answer under oath, all questions which the arbitrator directs them to answer. It is further agreed that failure to appear, under request, shall constitute good and sufficient cause for summary discharge.

- d. The fee and expense of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- e. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- f. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- g. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to the responsibilities, power, authority, and rights vested with the Court and County, except as specifically limited by express provisions of this Agreement.
- h. The arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved, and the Court and County.

[Back to Top](#)

ARTICLE 8

DISCHARGE AND SUSPENSION

SECTION 1

The Court or the County shall notify the Union in writing within two (2) working days of the discharge or suspension of a member and within fifteen (15) calendar days of the discipline of a member.

SECTION 2

Should the discharged, suspended or disciplined employee consider the charge improper, procedures outlined in the Grievance Procedure provisions of the Agreement may be followed by the employee.

SECTION 3

Upon imposing any discipline on a current charge, the Court will not take into account any prior infractions which occurred more than three (3) years previously unless such prior infractions involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Court or County.

[Back to Top](#)

ARTICLE 9
PROBATIONARY EMPLOYEES

SECTION 1

New employees hired in the Unit shall be considered as probationary employees for the first one hundred and twenty (120) calendar days of their employment. When an employee completes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from their initial date of hire.

SECTION 2

The probationary period may be extended an additional sixty (60) calendar days, by mutual agreement, in writing, between the Court, the Union, and the employee involved, provided the Court gives reasons for said extension.

SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment, as set forth in the Recognition Clause of this Agreement, except discharged and disciplined employees for other than union activity.

SECTION 4

Employees hired after the date of this Agreement, who receive any part of their salary or benefits through any Federally funded programs, shall have their seniority computed separate and distinct from other employees if applicable by law.

[Back to Top](#)

ARTICLE 10
SENIORITY

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County or Court, whichever is greater, provided employment is continuous. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority prorated on the basis of the number of hours worked within the Bargaining Unit as it relates

to normal full time hours.

SECTION 3

Temporary employees shall accrue no seniority. A temporary employee shall be defined as an employee who is employed seasonally or in an emergency or who is employed to replace an employee on an approved leave of absence. Temporary employees, other than when replacing an employee on an approved leave of absence, shall be temporary for a period of not to exceed ninety (90) working days. Temporary employees shall not be entitled to fringe benefits.

SECTION 4

The seniority for full time and part time employees shall be maintained separately and distinctly.

SECTION 5

An employee whose working hours change to full time or part time shall be entitled to their previously accrued seniority and shall accrue seniority from that time consistent with their new status.

[Back to Top](#)

ARTICLE 11 **LOSS OF SENIORITY**

- a. An employee shall lose seniority for the following reasons:
- b. Resigns or otherwise quits.
- c. Is discharged and the discharge is not reversed.
- d. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- e. Retires.
- f. Fails to resume work at the end of an approved leave, unless authorized or excused in writing by the Court.
- g. Is absent from work without good and satisfactory reason given to the Court unless authorized or excused in writing by the Court. In the event the parties disagree as to whether or not the reason is "good and satisfactory", it may be resolved by the Grievance Procedure beginning at Step 2 of the procedure.
- h. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than two (2) years.

[Back to Top](#)

ARTICLE 12 **SENIORITY LIST**

SECTION 1

The seniority list on the date of this Agreement will show the date employed (first day on which the employee reported to work), name, and job title of all employees of the Bargaining Unit entitled to seniority, and post such list in each building.

SECTION 2

An up to date seniority list will be provided the Chapter Chairperson within a reasonable period of request.

[Back to Top](#)

ARTICLE 13

LAYOFF

SECTION 1

Layoff shall mean a reduction as determined necessary by the County and the Court in the work force. An employee shall be considered laid off who is not working in the classification to which they were last hired.

SECTION 2

The Union shall be notified promptly of a layoff. The Union may request a meeting with the Court and the County to discuss a layoff. Be it provided, however, such meeting shall not prohibit or constrain the Court and County in the execution of a layoff as provided herein. Be it further provided that the meeting shall not be scheduled when the layoff is to employees in State or Federally funded programs, if applicable by law.

SECTION 3

The determination of layoff, or the method thereof, insofar as it does not violate any provisions herein, shall not be subject to the Grievance Procedure.

SECTION 4

Employees to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Union will be provided a copy of the layoff notice given to each employee.

SECTION 5

All part time employee(s) shall be laid off before any full time employees regardless of seniority.

SECTION 6

When a layoff is determined to be necessary, temporary and probationary employees shall be laid off first, provided the remaining employees are qualified to perform the function required by the Employer. To be qualified, an employee must meet the minimal education, experience, and ability standards established for the position. Employee(s) shall be laid off in seniority order from the least to the most senior, provided that the most senior employee(s)

qualified to perform the function shall be retained.

SECTION 7

An employee who is scheduled for layoff but who has superior seniority and has the necessary qualifications to displace a less senior employee in a different classification shall be granted a one (1) month trial period. The trial period will provide the Court and the employee with the opportunity to become acquainted with the job. If at the end of the trial period the employee is unable to perform the function to the satisfaction of the supervisor, the employee shall be laid off and the most senior laid off employee qualified for the position shall be recalled.

SECTION 8

No employee shall be permitted to displace an employee in a higher paying classification salary range.

SECTION 9

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number shall be considered to have the least seniority.

SECTION 10

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 11

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

[Back to Top](#)

ARTICLE 14 **RECALL FROM LAYOFF**

SECTION 1

Recall from layoff shall mean a return to work from layoff including a displacement.

SECTION 2

When a recall is determined necessary by the Court and the County, the most senior laid off or displaced employee qualified to perform the function shall be recalled.

SECTION 3

Notice of return to work shall be sent by Registered or Certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim

employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination. The Employer may contact the employee in order to arrange for a mutually satisfactory date to return to work which provides less than two (2) weeks notice.

SECTION 4

The employee on layoff shall accrue no seniority. Upon recall, the employee's seniority shall be calculated accordingly and all provisions shall apply as determined by the adjusted seniority date.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

SECTION 6

A laid off or displaced employee who fails to accept an offer of work to which the employee is qualified shall forfeit further recall rights. The laid off employee shall be considered to have quit.

[Back to Top](#)

ARTICLE 15 **STUDENT EMPLOYMENT**

SECTION 1

For the purpose of this Agreement, student shall mean an employee who receives credit for graduation or for course completion from an accredited school or college for work performed with the Court, in conjunction with a bonafide co-op or intern program.

SECTION 2

Students as defined herein, shall not be eligible for Union membership.

SECTION 3

Students shall not displace or cause the layoff of any regular Bargaining Unit employees.

[Back to Top](#)

ARTICLE 16 **TRANSFERS**

SECTION 1

If an employee transfers to a position with the County or the Court not included in the Bargaining Unit and thereafter within six (6) months transfers back to a position within the Bargaining Unit, the employee shall retain all rights accrued for the purpose of any benefits as may be in this Agreement.

SECTION 2

When operations or organizational components are transferred from one location to another for a period of more than seven (7) calendar days, the employees affected will be given the opportunity to transfer within their classification, so long as continuous and effective delivery of service shall not be affected. In the event affected employees refuse to transfer with the operation or organizational component, and there are no other current vacancies to which they may transfer, they shall be deemed to have resigned.

[Back to Top](#)

ARTICLE 17 **TEMPORARY ASSIGNMENTS**

SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee within or without the former's classification when the Court believes the circumstances warrant such. To be temporarily assigned the duties of a Court Reporter/Recorder, an employee must possess a valid state certificate.

SECTION 2

Temporary assignments shall be authorized in writing to the employee by the Court Administrator or designee.

SECTION 3

A temporarily assigned employee shall not be paid the rate consistent with the position for working ten (10) or fewer workdays except as Court Reporter/Recorder. Upon working the eleventh (11th) day, the employee shall be entitled to pay back to the first day of the temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

SECTION 4

An employee temporarily assigned to perform the duties of a Court Reporter/Recorder shall be paid the difference between their rate of pay and that of Court Reporter/Recorder from the time assigned until the time relieved. Be it provided, however, that the minimum pay shall be for one (1) hour unless assigned for a greater period of time in which case the actual period of time shall be paid.

[Back to Top](#)

ARTICLE 18 **RATES FOR NEW JOBS**

SECTION 1

The County and the Court before establishing same, shall give written notice to the Union of a newly proposed classification and rate

structure prior to the time the classification becomes effective.

SECTION 2

The Union shall, within seven (7) calendar days of such notification, give written notice to the County and the Court of its request to be heard concerning said proposed rate structure.

SECTION 3

The County or the Court shall, within fourteen (14) calendar days of receipt of the notice in Section 2, set a time for hearing the Union's view.

SECTION 4

Failure of the Union to give Section 2 notice or to appear at the Section 3 hearing shall be approval of the proposal unless the parties have agreed to extend the above time limits.

[Back to Top](#)

ARTICLE 19 **JOB POSTING**

SECTION 1

When a bargaining unit vacancy occurs, a notice shall be posted at the various locations of the Court in a conspicuous place. The Chapter Chairperson shall be provided a copy of the posting. The posting shall include:

- a. A brief description of the job;
- b. The pay range;
- c. The location and working hours;
- d. The qualifications; and
- e. Application procedure.

SECTION 2

The job notice shall be posted for five (5) consecutive working days (excluding Saturday, Sunday, and holidays).

SECTION 3

The Court shall be entitled to recruit and select non-Bargaining Unit members for the positions of Clerk Typist I and Court Reporter. All other positions shall be filled by promotion from within the Bargaining Unit, unless there are no qualified applicants in the Bargaining Unit.

SECTION 4

When a test is provided, all candidates shall be given the same test.

SECTION 5

In awarding a position, the Court will consider the applicant's qualifications, test score, and seniority. Qualifications shall mean education, experience, and skills and ability, as set forth in the job description. Where an applicant's qualifications and test score are equal, seniority shall be the determining factor.

SECTION 6

Applicants awarded a job within the Department shall have a twenty (20) working day trial period. Applicants awarded the job from another department shall have a ninety (90) working day trial period.

SECTION 7

During the trial period, employees who disqualify themselves or are disqualified by the Court, shall be returned to their former job. The County or the Court shall provide the Chapter Chairperson with the name(s) of the applicant(s) awarded a job.

SECTION 8

When an employee is promoted to a higher paying classification, they shall be compensated at the nearest higher salary step to their current compensation in the new classification.

SECTION 9

Employees of this Bargaining Unit may apply for positions in the other Bargaining Units and will be given preferential consideration for positions for which they may qualify.

[Back to Top](#)

ARTICLE 20 **VETERANS**

SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time under applicable Federal laws in effect on the date of the Agreement.

SECTION 3

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 Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

[Back to Top](#)

ARTICLE 21
LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year, will be granted without loss of seniority for:

- a. Illness leave (physical or mental); and
- b. Prolonged illness of spouse, parent or child.

The Court may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Court, provided the charges of the physician are paid by the Court.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act, this provision and the policy of the Court and County.

In the absence of FMLA eligibility, an employee shall be entitled to up to six (6) weeks of leave of absence after the birth of a child provided such leave meets the operational needs of the Court. Approval for such leave shall not be unreasonably withheld. An employee shall be required to use accrued time, including sick, vacation and compensatory time during said leave. A request for such leave shall be made no less than thirty (30) days prior to the anticipated date of birth.

SECTION 3

Upon Court approval, leaves of absence for reasonable periods, not to exceed one (1) year, may be granted without loss of seniority for:

- a. Serving in any Union position; and
- b. Educational purposes.

Such a leave shall be consistent with meeting the operating needs of the Department.

SECTION 4

An employee who has a leave of absence, for one (1) year and is unable to return to work, shall be considered to have resigned.

SECTION 5

All leaves based upon illness, including maternity, shall be supported by a statement from the attending physician, when requested by the Court. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Court and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Court may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 6

In no case shall an employee be granted a leave of absence greater than their accrued seniority.

SECTION 7

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician of medical recovery.

SECTION 8

Request for an extension of leave of absence under Section 3, a. or b. shall be submitted in writing to the Court Administrator no less than five (5) working days prior to the expiration date of the leave. A request for an extension of a leave of absence under Section 1, a. or b. shall be submitted to the Court Administrator as soon as practical upon the employee becoming aware that an extension will be necessary.

SECTION 9

While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

SECTION 10

Failure to report to work on the first scheduled workday after the expiration of a leave of absence shall result in an immediate discharge.

SECTION 11

Leaves of absence with pay for any short term educational training which would benefit the Court may be authorized by the Court Administrator.

SECTION 12

Union employees elected to attend the International Convention, Council Convention, or educational conferences shall be granted a leave of absence to attend such conference or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulated total of fourteen (14) days

per year. A maximum of two (2) Union members may attend any such convention or conference at any one time, however, employees must be from different departments unless otherwise mutually agreed. Such leaves shall be without pay.

SECTION 13

The Court shall provide the employees the opportunity to return to the position held at the time the leave of absence was granted.

[Back to Top](#)

ARTICLE 22 **WORKING HOURS**

SECTION 1

A full work day shall consist of seven and one half (7 1/2) hours.

SECTION 2

A full work week shall consist of thirty-seven and one half (37 1/2) hours.

SECTION 3

A part time employee shall be scheduled to work twenty-five (25) or fewer hours a week. The Court shall not employ more than two (2) part time Resource Clerks up to thirty (30) hours each per week. The number of full time employees, as of July 1, 1985 shall not be decreased as the result of employing part time employees.

SECTION 4

Any proposed change in the number of work hours in a day or week will be reviewed jointly by the parties.

SECTION 5

Each employee working more than six (6) consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift and one in the second half of their shift.

SECTION 6

Employees who work less than six (6) hours in a shift shall be entitled to one (1) fifteen minute break to be scheduled at the midpoint of their shift.

SECTION 7

Each employee working six (6) or more hours shall be entitled to a one (1) hour lunch period as established by past practice and scheduled at the mutual convenience of the Court and the employee.

[Back to Top](#)

ARTICLE 23

OVERTIME

SECTION 1

Employee shall be compensated time and one-half (1 1/2) the base hourly rate of pay for:

- a. All work performed by employees in excess of their normally scheduled hours in a day or shift. Normally scheduled hours shall mean seven and one-half (7 1/2) hours.
- b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week. Normally scheduled hours shall mean thirty-seven and one-half (37 1/2) hours.
- c. The provisions of (1) and (b) shall be applied individually to each situation and not collectively. Employees shall not have overtime compounded by applying provisions (a) and (b) in the same instance.
- d. Early reporting time: Any full time employee called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

SECTION 2

Employees shall be compensated at twice the base hourly rate of pay for:

- a. All work performed on the seventh (7th) consecutive workday or shift.
- b. All work performed on a holiday.

SECTION 3

Employees called in early or back to work shall be entitled to time and one-half (1 1/2) their base hourly rate of pay provided their hours of work are consistent with the definition provided in Section 1 (a) and (b) of this Article. An employee called back to work for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2).

SECTION 4

The Employer shall compensate the employee with compensatory time off or pay at the employee's option. Compensatory time shall be scheduled at the mutual convenience of the employee and the Employer.

[Back to Top](#)

ARTICLE 24 **EQUALIZATION OF OVERTIME HOURS**

The Court shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the

function required and as equally among qualified employees as circumstances allowed.

[Back to Top](#)

ARTICLE 25
SICK DAYS AND DISABILITY INSURANCE

SECTION 1

Full time employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and abuse.

SECTION 2

An employee shall be eligible to use sick days after completion of the probationary period.

SECTION 3

Full time employees shall be entitled to accrue sick days to a maximum of thirty (30) days.

SECTION 4

In the event of a serious illness to the spouse, parent, spouse's parent or child, the employee shall be entitled to use up to a maximum of ten (10) sick days per incident as approved by the supervisor. The supervisor may extend this to an additional twenty (20) sick days.

SECTION 5

The supervisor may require proof of serious illness or death prior to approval of any sick day use. Employees who attempt to use or use sick days for reasons other than provided herein shall be subject to discipline.

SECTION 6

An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

SECTION 7

An employee who uses six (6) days in a ninety (90) day period without a statement from their attending physician indicating the nature of their illness shall be on a "proof required status". Proof required status shall mean the employee must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. An employee shall be on proof required status for ninety (90) calendar days. The employee who fails to provide appropriate medical verification shall be subject to discipline. The Court Administrator or designee may choose not to place the employee on proof required status if the employee has not exhibited a questionable attendance pattern during the preceding one (1) year.

SECTION 8

Sick days may be taken in place of normally scheduled work days, excluding holidays. Sick days used during an approved vacation shall not result in deduction from vacation accumulation but rather from sick day accumulation. The supervisor shall have the right to require the employee to provide a physician's statement verifying an illness during a vacation.

SECTION 9

An employee shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence on the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

SECTION 10

The County shall provide the disabled employee salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

SECTION 11

The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

SECTION 12

Commencing the one hundred and eighty-first (181st) calendar day salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions:

- a. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs.
- b. The County shall require prepayment of all premium costs.

SECTION 13

The employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

A. CORE OPTION

- * 66 2/3% of base salary
- * 5 years from date of disability
- * \$4,000 monthly maximum

B. OPTION I

- * 70% of base salary
- * Benefit to age 65
- * \$6,000 monthly maximum

The employee electing Option I shall pay by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the County's group rate.

SECTION 14

Nothing shall prohibit the County from offering the employee a redemption in lieu of salary continuation. Be it provided, however, the employee shall have sole responsibility to accept or reject a redemptive offer.

SECTION 15

The employee shall be eligible to supplement disability compensation with vacation or sick days on a ratio of one (1) vacation day or one (1) sick day to three (3) days of absence in order to remain at full normal gross salary.

SECTION 16

When an employee's illness or physical condition raises the question of fitness to perform normal duties, or if the employee exhibits questionable attendance, the Court may require the employee to submit to a physical examination and the Court shall pay the expenses incurred.

SECTION 17

An employee on an approved disability leave using sick days, salary continuation or disability insurance, shall be subject to all the provisions of Article 21 - Leave of Absence.

SECTION 18

The employee must promptly notify their Supervisor of their absence or be subject to discipline.

SECTION 19

Upon termination of employment for any reason other than gross misconduct, an employee with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service:

<u>Months of Service</u>	<u>% of Accrual</u>
12 to 24	20%
25 to 36	30%
37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

SECTION 20

Employees subject to another sick day policy other than that which is provided herein shall upon entry into this Unit be compensated for sick day accruals as follows:

- a. The employee shall retain accrued sick days to a maximum of thirty (30) days.
- b. The employee shall be paid off at a rate of fifty percent (50%) of the remaining value of the sick days.

[Back to Top](#)

ARTICLE 26 **FUNERAL LEAVE**

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as funeral leave days, to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, spouse, child, step-children, son-in-law, daughter-in-law, grandparent, grandchildren, or immediate family member of the spouse according to the preceding definition.

[Back to Top](#)

ARTICLE 27 **JURY DUTY AND SUBPOENA AND WITNESS FEES**

SECTION 1

An employee who is called to perform jury duty or who is subpoenaed or called upon to be a witness shall inform the Court immediately.

SECTION 2

Employees on jury duty shall be paid regular pay for performing duty during regularly scheduled work hours. Pay for jury duty shall be returned to the Court in lieu of regular salary.

SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affect any fringe benefits.

SECTION 4

Employees who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related. Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County Treasurer.

[Back to Top](#)

ARTICLE 28
INJURY LEAVE

(Worker's Compensation)

SECTION 1

The County shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the Employee's normal pay minus Federal, State, local, and F.I.C.A. taxes.

SECTION 3

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the County the Worker's Compensation check and the County shall continue to provide the employee with a regular pay check minus the normal authorized payroll deduction.

SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days, or who exhaust their sick days while on a injury leave, shall retain the Worker's Compensation check as directed by the County.

SECTION 6

In computing the amount of sick days to supplement Worker's Compensation, the County shall subtract from the employee's normal pay (as defined in Section 2) the total Worker's Compensation pay and divide it by the employee's daily gross (before taxes) pay. The sick day amount shall be rounded off to the nearest whole or half day.

[Back to Top](#)

ARTICLE 29
HOLIDAYS

SECTION 1

Holidays shall be those as prescribed by the State Supreme Court Administrator's Office. All full time employees shall be entitled to the following paid holidays based on the Court's regular workday:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday of January)
President's Day (third Monday of February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

and such other holiday(s) as may be granted to this Unit by the Court or the County, but only if same can be lawfully recognized by the Court or the County and approved by the State Supreme Court Administrator's Office.

SECTION 2

In the event a holiday falls on a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the holiday.

SECTION 3

Paid holidays shall be counted as days worked for the purpose of computing benefits provided by this Agreement.

SECTION 4

The Court shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor opportunity to make necessary operational arrangements. Such operational arrangements shall not adversely affect the operation of the department. The County will not compensate the employee for time away from the job except that the employee may utilize vacation or compensatory time.

[Back to Top](#)

ARTICLE 30 **VACATIONS**

SECTION 1

Each full time employee shall accrue vacation days according to the following schedule:

		Full Time Employees	
<u>Years of Service</u>		<u>Days</u>	
1	- 2		5
3	- 4		10
5	- 9		17
10	- 14		20
15	- 19		23
20	- 24		25
25	+		28

Each part time employee shall accrue vacation hours according to the following schedule:

		Part Time Employees	
<u>Years of Service</u>		<u>Hours</u>	
2	- 4		20
5	and above		24

SECTION 2

The full allocation of days according to the above schedule shall be credited to the employees upon each anniversary of full time employment with the Court. The full allocation of hours according to the above schedule shall be credited to the employees upon each anniversary of part time employment with the Court.

SECTION 3

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

SECTION 4

Full time employees shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed forty (40) days at any time.

SECTION 5

The employee, upon termination or retirement, shall be paid for all earned vacation days, up to but not greater than forty (40) days, upon the next regular payday after termination or retirement; if possible, but no later than on the following payday. In case of death, the beneficiary or the employee's estate shall be paid all vacation pay due.

SECTION 6

Paid holidays occurring during a paid vacation shall not be charged as vacation, but as holiday.

SECTION 7

The presiding Judge or designate shall approve all requests for

vacation leave. Years of service shall be considered if there is a conflict in choice of vacation days, provided thirty (30) days notice is given the Court.

SECTION 8

Vacation credit shall not be earned during a leave of absence without pay.

SECTION 9

If an employee becomes ill and is under the care of a duly licensed physician during their vacation, it will be rescheduled. However, the employee must provide a statement from the attending physician.

[Back to Top](#)

ARTICLE 31
HEALTH CARE AND DENTAL INSURANCE

SECTION 1

Each full time regular employee shall be eligible to participate in the following comprehensive hospitalization plan with the following riders which shall include eligible dependents. The core plan follows:

Hospital Deductible \$150 - Employee/\$250 - Family
ML - Laboratory and X-Ray Expense Benefit
D45NM - TB and Nervous and Mental Expense Benefits
SAT-2 - Substance Abuse Programs
Medicare 2-1 - Medicare Complimentary Coverage
RP - Routine Pap Test
HCB-1 - Hospice Care
RM - Routine Mammogram
VST - Voluntary Sterilization
FC - Dependent Eligibility
SD - Sponsored Dependent
COB - Coordination of Benefits
\$5.00 Co-Pay - Prescription Drug Rider
Master Medical Option 1
Precertification
Case Management
FAE - RC Emergency Room Rider
VCA - 80 Optical Care
PSA - Prostate Specific Antigen Screen
HCA - Hearing Care

The employee shall pay the total cost of premiums of full time regular employees with the following exceptions:

- a. Employees hired on or after June 30, 1987 shall pay 100% of FC, SD, and/or Medicare 2-1 riders premium costs.
- b. Employees hired prior to June 30, 1987 who do not enroll dependents on the FC, SD, and/or Medicare 2-1 riders until after June 30, 1987 shall pay 50% of the rider premium costs and the County shall pay 50% of the premium costs.

- c. Employees hired prior to June 30, 1987 with enrolled dependents shall not pay any of the FC, SD, and/or Medicare 2-1 riders premium costs. Be it provided, however, that enrollment changes on or after June 30, 1987 shall be subject to the preceding subsection b.
- d. Employee premium cost shall be paid by way of payroll deduction.

SECTION 2

Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core plan:

A. OPTION 1

All coverages and riders subject to:

- * \$100/\$200 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$200 - Single Plan
- * \$335 - Two Person Plan
- * \$410 - Family Plan

B. OPTION II

All coverages and riders subject to:

- * \$250/\$500 Deductible
- * 80/20 cost share of usual, reasonable and customary charges.
- Precertification/Case Management
- Annual Cash Rebate (Paid Bi-Weekly)
- * \$400 - Single Plan
- * \$675 - Two Person Plan
- * \$830 - Family Plan

C. OPTION III

Full time employees eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

- * \$1350 - Family Plan subscriber
- * \$1100 - Two Person subscriber
- * \$ 650 - One Person subscriber

Payment shall be made in equal bi-weekly installments. The employee may elect the compensation through deferred compensation or individual flexible spending account. The employee shall have sole responsibility to apply for deferred compensation which shall be consistent with all terms and conditions of deferred compensation.

SECTION 3

The County shall have authority to select the health care

provider providing such coverage is identical.

SECTION 4

All employee premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the first two (2) pay periods of each month.

SECTION 5

The County shall provide full time employees with the plan 100/50/50 dental insurance with a carrier of the County's choosing:

A. CORE PLAN

- * Plan 100/50/50 to an annual maximum of \$1,000 per individual.
- * Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

- * \$200 to a flexible reimbursement account.

C. OPTION II

- * \$150 cash rebate.

SECTION 6

In order to acquire and maintain benefits, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the insurance carrier.

SECTION 7

An employee who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs. The County will notify new employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedure to apply for and modify insurance benefits.

SECTION 8

An employee shall be entitled to modify their election during the plan year only in the event and consistent with a family status change. That election shall be implemented without undue delay but consistent with the established policy and in consideration of the date of notice provided the County.

[Back to Top](#)

ARTICLE 32
LIFE INSURANCE

SECTION 1

A full time employee shall be eligible for core life insurance in the amount of \$35,000.

SECTION 2

A. OPTION I

The eligible employee may purchase an additional amount equal to the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee may purchase an amount equal to twice the core at the Employer's group rate. The employee shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

SECTION 3

On an approved leave of absence without pay, the employee may continue premium payment within the provisions of the insurance policy or forfeit insurance coverage.

SECTION 4

In order to be eligible for benefits, the employee must enroll by the method and manner determined by the County.

[Back to Top](#)

ARTICLE 33
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson of the Board of Commissioners or presiding Judge may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time and straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or are advised not to report to work for reason other than discipline by the Court, those employees shall receive their full day's pay.

[Back to Top](#)

ARTICLE 34
SERVICE RECOGNITION

SECTION 1

The Employer shall recognize years of continuous full time service of employees hired before July 1, 1996 by providing a

percentage of salary not to exceed the maximum payment as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Maximum Payment</u>
5 - 9	2%	\$ 500
10 - 14	4%	\$ 1,000
15 - 19	6%	\$ 1,500
20 - 24	8%	\$ 2,000
25 +	10%	\$ 2,500

SECTION 2

Employees who satisfy the minimal requirements each year shall be paid a single lump sum the first full pay period following their date of full time hire.

SECTION 3

Employees with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death, or resignation with two (2) weeks notice.

[Back to Top](#)

ARTICLE 35 **MILEAGE ALLOWANCE**

SECTION 1

Employees who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum rate allowable by the U.S. Department of Internal Revenue.

[Back to Top](#)

ARTICLE 36 **RETIREMENT**

SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. Bargaining Unit members employed or reemployed on or after July 1, 1996 shall be subject to the plan provided herein.

SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the system.

SECTION 3

Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of benefits from the plan.

SECTION 4

A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Multiplier</u>
1 through 10	1.75%
11 through 19	2.00%
20 through 24	2.00%
25 and above	2.40%

Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five (75%) percent.

SECTION 5

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining twenty (20) years of service. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

SECTION 6

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

SECTION 7

Effective July 1, 1998, retirement shall be computed on the base salary only and shall not include compensation from:

- a. Overtime pay or compensatory time payoff.
- b. Sick day accrual payoff upon separation from employment for any reason.

[Back to Top](#)

ARTICLE 37 **UNION BULLETIN BOARDS**

The Union may use a bulletin board which shall be located at each location leased or owned by the County of St. Clair and designated for use by the Court. The bulletin board shall be located in a convenient place for the purpose of posting notices of the following activities:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.

d. Notices of Union meetings.

[Back to Top](#)

ARTICLE 38
SAFE WORKING ENVIRONMENT

SECTION 1

The Court and the employees of the Court share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all employees, the County and the Union agree to abide by OSHA and MIOSHA for the protection of the Court's employees.

SECTION 2

The Court or the Union shall, in writing communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Court and the employees

SECTION 5

The Court will post diagrammed escape routes in a conspicuous place in each of its offices. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

[Back to Top](#)

ARTICLE 39
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1

It is recognized that the need to provide effective and dependable operations to the public is of paramount importance and that there should be no interruptions of such services.

SECTION 2

The Union, or any of its members or any employee shall not directly or indirectly cause, encourage, participate in or permit a strike, sit-down, stay-in, slow down or similar conduct which might interfere with or interrupt the operation of the Court.

SECTION 3

The Court shall have the right to discipline or discharge any employee violating Section 2, and the Union agrees not to oppose such action. It is understood, however, that an employee shall have recourse to the Grievance Procedure as to matters of fact in the alleged action of such employees.

SECTION 4

The Court will not lock out any employee during the term of this Agreement.

[Back to Top](#)

ARTICLE 40
UNIFORM COST REIMBURSEMENT

SECTION 1

Employees, required to wear a uniform, shall be provided a uniform allowance according to the following escalating scale based upon time in service in a classification in which a uniform is required:

<u>Time in Service</u>	<u>Allowance</u>
One year	\$500
Two years	\$200
Three or more years	\$500

SECTION 2

The uniform allowance shall be paid in four (4) equal installments for each calendar quarter in January, April, July and October.

SECTION 3

Probationary employees shall not be eligible for uniform allowance. An employee who completes probation shall receive the allowance issued during the probation period with their regular allowance.

SECTION 4

The employee must be on the payroll when the allowance is paid to be eligible to receive the allowance.

SECTION 5

The Court shall have the right to change or modify the uniform or to discontinue the use of uniforms and thereby discontinue providing

uniform allowance.

SECTION 6

All uniforms and uniform parts shall be the property of the Court and shall be returned to the Court upon termination of employment or discontinuance of working in a position which requires wearing a uniform.

SECTION 7

The Court shall furnish all uniform leather parts.

[Back to Top](#)

ARTICLE 41
EMPLOYEE LIABILITY

SECTION 1

The County shall indemnify each employee against claims of liability which may arise from the course of employment.

[Back to Top](#)

ARTICLE 42
SALARY SCHEDULE

Effective July 1, 2001 - 3%

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Lead Bailiff	\$31,519	\$32,161	\$32,818	\$34,222	\$35,685
Bailiff	\$29,859	\$30,450	\$31,046	\$32,311	\$33,643
Resource Clerk	\$11.87	\$12.10	\$12.34	\$12.83	
Clerk Typist I	\$23,851	\$24,268	\$24,689	\$25,634	\$26,581
Court Reporter	\$37,624		\$38,141	\$39,005	
Asst. Deputy Clerk	\$25,873	\$26,362	\$26,850	\$27,906	
Deputy Clerk	\$29,859	\$30,450	\$31,046	\$32,311	\$33,643
Lead Deputy Clerk	\$31,519	\$32,161	\$32,818	\$34,222	\$35,685

Effective July 1, 2002 - 3%

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Lead Bailiff	\$32,464	\$33,126	\$33,803	\$35,248	\$36,755
Bailiff	\$30,754	\$31,364	\$31,977	\$33,280	\$34,652
Resource Clerk	\$12.23	\$12.46	\$12.71	\$13.21	
Clerk Typist I	\$24,566	\$24,996	\$25,429	\$26,403	\$27,378
Court Reporter	\$38,753		\$39,285	\$40,175	
Asst. Deputy Clerk	\$26,649	\$27,153	\$27,656	\$28,743	
Deputy Clerk	\$30,754	\$31,364	\$31,977	\$33,280	\$34,652
Lead Deputy Clerk	\$32,464	\$33,126	\$33,803	\$35,248	\$36,755

Effective July 1, 2003 - 3%

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Lead Bailiff	\$33,438	\$34,120	\$34,817	\$36,306	\$37,858
Bailiff	\$31,677	\$32,305	\$32,937	\$34,278	\$35,692
Resource Clerk	\$12.59	\$12.84	\$13.09	\$13.61	
Clerk Typist I	\$25,303	\$25,746	\$26,192	\$27,195	\$28,200
Court Reporter	\$39,916		\$40,464	\$41,380	
Asst. Deputy Clerk	\$27,448	\$27,967	\$28,485	\$29,605	
Deputy Clerk	\$31,677	\$32,305	\$32,937	\$34,278	\$35,692
Lead Deputy Clerk	\$33,438	\$34,120	\$34,817	\$36,306	\$37,858

Effective July 1, 2004 - 3%

	<u>START</u>	<u>6 MOS.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Lead Bailiff	\$34,441	\$35,144	\$35,861	\$37,395	\$38,994
Bailiff	\$32,627	\$33,274	\$33,925	\$35,307	\$36,763
Resource Clerk	\$12.97	\$13.22	\$13.48	\$14.02	
Clerk Typist I	\$26,063	\$26,518	\$26,978	\$28,011	\$29,046
Court Reporter	\$41,113		\$41,678	\$42,622	
Asst. Deputy Clerk	\$28,272	\$28,806	\$29,340	\$30,493	
Deputy Clerk	\$32,627	\$33,274	\$33,925	\$35,307	\$36,763
Lead Deputy Clerk	\$34,441	\$35,144	\$35,861	\$37,395	\$38,994

[Back to Top](#)

ARTICLE 43
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on July 1, 2001 and shall continue in operation and effect through June 30, 2005. If either party hereto desires to terminate, modify, or amend this Agreement, it shall at least sixty (60) days prior to June 30, 2005, give notice to the County and the Court or to the Union as the case may be of its intention to terminate, modify, or amend this Agreement. If neither party shall give notice to terminate, modify, or amend this Agreement as provided, the Agreement shall continue in operation and effect after July 1, 2005 subject to termination or modification, thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this Agreement the 25th day of February, 2002.

FOR THE UNION

FOR THE EMPLOYER

Arthur Wood

AFSCME Council #25

David C. Nicholson

Presiding Judge

Judith S. Rapley

Jaunita Gittings

Bargaining Committee
Chairperson

Charles Silver

Bargaining Committee Member

Date: February 20, 2002

Chairperson, Board of
Commissioners

Marilyn Dunn

County Clerk

Date: February 25, 2002

[Back to Top](#)

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 17 - TEMPORARY ASSIGNMENTS

During the course of negotiations that resulted in this July 1, 2001 through June 30, 2005 Collective Bargaining Agreement, The Employer made known a desire to recognize certain assignments for employees possessing advanced skills in the area of court technology training. As training needs arise, the Employer proposed to provide a hourly premium for employees selected to train others at a rate of one dollar and fifteen cents (1.15\$) per hour for all such hours assigned and authorized in writing, with said selection and assignment to be at the sole desecration of the Employer. The technology training premium is to be paid on an hourly basis and not subject to the minimum daily assignment period provided for in Section 3 of Article 17. The Employer further proposed to add a new Section 4 to Article 17 to identify the above. The Union indicated it's support provided this concept could be initiated as a pilot program. Therefore, the parties hereto have agreed to implement this concept as a pilot program effective as of the date of this Letter Of Agreement and to run through June 30, 2002. At the request of either party, said program shall be reviewed after four (4) months or approximately March 15, 2002. The parties hereto further agree to meet within the month of June 2002 to evaluate the experience and effectiveness of the program. Continuation of such program beyond June 30, 2002 shall be by mutual agreement and shall be by twelve month periods with the same annual review and extension conditions during the life of the aforementioned Collective Bargaining Agreement.

FOR THE UNION

Arthur Wood

AFSCME Council #25

Judith S. Rapley

Bargaining Committee
Chairperson

Charles Silver

FOR THE EMPLOYER

David C. Nicholson

Presiding Judge

Jaunita Gittings

Chairperson, Board of
Commissioners

Marilyn Dunn

Bargaining Committee Member

County Clerk

Date: February 20, 2002

Date: February 25, 2002

[Back to Top](#)

LETTER OF UNDERSTANDING
REGARDING
ARTICLE 42 - SALARY SCHEDULE

During the course of negotiations that resulted in this July 1, 2001 through June 30, 2005 Labor Agreement, The Union Bargaining Committee made known a desire to review certain classifications that are subject to this Labor Agreement. Representatives for the County informed the Union of a comprehensive classification/compensation study being proposed by the County that will include this Bargaining Unit. The County of St. Clair and the District Court Employees - AFSCME Local 1518 bargaining representatives agreed to hold in abeyance further discussion and review of certain bargaining unit classifications relative to the appropriateness of the titles and pay equity in view of the proposed County study. The parties understand that said study is projected to commence in the calendar year of 2002 with completion projected by the end of the year or early in the year 2003. The parties hereto further agree that when completed and adopted by the County, the result of said study shall be reported to the Union bargaining committee representatives and the parties shall meet at the request of either party to discuss implementation of same. In the event that said classification/compensation study is not authorized to commence or, is authorized and abandoned for any reason, the Union shall have the right to reopen negotiations for the purpose of continuing classification review negotiations exclusively.

FOR THE UNION

FOR THE EMPLOYER

Arthur Wood

AFSCME Council #25

David C. Nicholson

Presiding Judge

Judith S. Rapley

Bargaining Committee
Chairperson

Jaunita Gittings

Chairperson, Board of
Commissioners

Charles Silver

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Marilyn Dunn

County Clerk

Date: February 20, 2002

Date: February 25, 2002

[Back to Top](#)