

**AGREEMENT**  
**BETWEEN**  
**THE NINETY-FOURTH DISTRICT COURT**  
**AND**  
**EMPLOYEES OF DELTA COUNTY**  
**NINETY-FOURTH DISTRICT COURT**  
**CHAPTER OF LOCAL #2755**  
**AFSCME, AFL-CIO**

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## **AGREEMENT**

This Agreement entered into effective on this 17<sup>th</sup> day of May, 2007, between the Delta County 94<sup>th</sup> District Court (hereinafter referred to as the "Employer") and the Employees of Delta County 94<sup>th</sup> District Court Chapter of Local #2755, affiliated with Council #25, FL-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 reference only.

### **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 Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1. RECOGNITION:**

Section 1.1 Collective Bargaining Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all employees of the Employer included in the bargaining units described below:

All regular full-time and regular part-time employees employed by and under the direction of the 94<sup>th</sup> District Court for the County of Delta, excluding Magistrate/Court Administrator.

Section 1.2 Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those permanent full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining units set forth in Section 1.1. For purposes of this Agreement, the following definitions are applicable:

(a) Permanent Full-Time Employee. A permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.

(b) Regular Part-Time Employee. A regular part-time employee is an employee who is working less than the full-time requirements required of that position.

(c) Irregular Part-Time, Temporary and Seasonal Employees. Irregular part-time, temporary and seasonal employees are employees who are scheduled for work a specific assignment, for a specified amount of time, with the understanding that employment will terminate with a pre-established date or condition with the exception of vacation relief previously agreed to by the Union and Management.

(d) Immediate Supervisor: The term "immediate supervisor" as used in this Agreement shall mean those individuals holding the position listed below:

Prob. Officer & Secretary.....Probation Director  
All Other Non-Salaried Employees...Court Administrator  
Salaried Employees.....District Court Judge

**ARTICLE 2. AID TO OTHER UNIONS:**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. The Union agrees not to coerce employees into the Union membership or further agrees not to make agreements with any other Union for the purpose of coercing the Employer.

**ARTICLE 3. UNION SECURITY (Agency Shop):**

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time

shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union 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 equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by 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 equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the unit.

**ARTICLE 4. DUES CHECKOFF:**

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract. The termination must be given both to the Employer and the Union.

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

(c) The Employer agrees to provide this service without charge to the Union. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article or from complying with any requests for termination under this Article. The Employee's earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the

appropriated Union dues. When a member in good standing of the Union is in nonpay status for an entire pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of said authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.

(d) Authorization form is provided by Union.

**ARTICLE 5. REPRESENTATION FEE CHECKOFF:**

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) Authorization form is provided by Union.

(e) The Employer agrees to provide this service without charge to the Union. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this article or from complying with any requests for termination under this article. The employee's earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriated Union dues. When any employee is in nonpay status for an entire pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of said authorization form, together with the

provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.

**ARTICLE 6. REMITTANCE OF DUES AND FEES:**

(a) When Deductions Begin:

Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officers:

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5<sup>th</sup>) day of the month following in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous months' remittance of dues.

**ARTICLE 7. UNION REPRESENTATION:**

(a) Steward, Alternate Steward, and Unit Chairperson.

The employees covered by this Agreement shall be represented by not more than one steward. The Employer shall be notified of the name of the steward and the Unit Chairperson. The Unit Chairperson or the Steward shall be allowed the necessary time off during working hours without loss of pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

Employees covered by this Agreement shall be represented in negotiations by two negotiating committee members. Bargaining by parties shall commence either during regular working hours or outside



of regular working hours. Members of the bargaining committee shall be paid by the Employer for time spent in negotiations (maximum to be two members to be paid).

(c) Union members will not engage in Union activity on the Employer's time or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement or as allowed in advance by the applicable department head. Failure or refusal on the part of any employee fully to observe and obey any and all provisions of this Section shall, at the option of the Employer, be sufficient grounds for discipline up to and including discharge.

#### **ARTICLE 8. RIGHTS OF THE EMPLOYER:**

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, function, and authority of management to manage the governmental operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions with the Employer; further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Court. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise, by which the business of the Court shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase or decrease the number of employees retained; to adopt, modify, change, or alter its budget, to combine or reorganize any part or all of its operations; to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operation; and to determine the number of supervisors. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Court hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws or any other nations, state, county, district, or local law or regulations as they pertain to the Court.

**ARTICLE 9. SPECIAL CONFERENCES:**

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer of its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and the Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

**ARTICLE 10. GRIEVANCE PROCEDURE:**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer, in writing, within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it in writing by the Union. All time limits within this article may be extended upon mutual agreement, in writing, by both parties.

Step 1: Any employee having a grievance shall present it to the Supervisor as follows:

(a) The employee will present the grievance to the immediate supervisor with a copy to the steward. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.

(b) The supervisor shall give the answer to the steward within three (3) working days of receipt of the grievance.

Step 2: If the Supervisor's answer to Step 1 is not satisfactory, the Union may appeal the Supervisor's decision to the District Court Judge within five (5) working days. With regard to all employees other than those for whom an immediate supervisor as

set forth in Article 1 (d) above, they shall present their grievances directly to the District Court Judge at Step 2. The Judge will answer in writing within five (5) working days of receipt of the appeal.

Step 3:

(a) If the Judge's answer to Step 2 is not satisfactory and the Union wishes to carry the matter further, the Chapter Chairperson, within five (5) working days shall request a meeting with the Employer. The Employer will meet with the Union representatives within fifteen (15) working days from the date of said request and notify the Union of any decision made within fifteen (15) working days following such meeting.

(b) If the Judge's answer to Step 3(a) is not satisfactory and the Union wishes to carry the matter further and Council #25 considers the dispute to be grievable, the Chapter shall file a Demand for Arbitration within (30) days in accordance with the American Arbitration Association Rules and Procedures.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.

(e) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) It is understood and agreed that, if this Court comes under the jurisdiction of Michigan Public Act 438 of 1980, no

provision in this Agreement shall be construed in conflict with said Public Act, recognizing that said Public Act has preference over the terms of the within Agreement.

**ARTICLE 10(A) . PAYMENT OF BACK PAY CLAIMS:**

If the Employer fails to give an employee work to which the employee's seniority entitles him/her, and a written notice of their claim is filed with the supervisor within thirty (30) days of the time the Employer first failed to give the employee such work, the Employer will reimburse the employee for the earnings they lost through failure to give them such work.

**ARTICLE 11. COMPUTATION OF BACK WAGES:**

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

**ARTICLE 12. DISCHARGE AND SUSPENSION:**

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. No employee will be discharged, suspended, or demoted except for good cause shown.

(b) The discharged or suspended employee will be allowed to discuss the discharge or suspension with the steward, and the Employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the Employer. Upon request, the Employer or the Employer's designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 2a of the grievance procedure. If Article 12 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of discharge or suspension.

(d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

**ARTICLE 13. SENIORITY (Probationary Employees):**

(a) New employees hired in the Unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, they shall be entered on the seniority list of the Unit and shall rank for seniority from the day ninety (90) calendar days prior to the day the employee completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a unit wide basis.

**ARTICLE 14. SENIORITY LIST:**

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up to date copies upon request.

**ARTICLE 15. LOSS OF SENIORITY:**

An employee shall lose their seniority for the following reasons only:

(a) The employee quits.

(b) The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) They are absent for two (2) consecutive days without notifying the Employer. Said working days must be two (2) completed scheduled shifts. In unusual circumstances, exceptions may be made by mutual agreement between the Union and the Employer. After such

absence, the Employer will send written notification to the Employee at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

(d) If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In unusual circumstances, exceptions may be made by mutual agreement between the Union and the Employer.

(e) If the employee is not recalled from a layoff for a period equal to the employee's seniority or two (2) years whichever is less.

(f) Return from sick leave and leaves of absence will be treated the same as (c) above.

**ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS:**

The Chapter Chairperson and steward shall head the seniority list of the Unit during their term of office solely for the purposes of layoff and recall and only if said Chapter Chairperson and steward are full-time employees and members of the grievance chain. The provisions of Article 17(a) shall prevail whenever the bumping procedure is implemented.

**ARTICLE 17. LAYOFF:**

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funding. In the event that a reduction in personnel occurs, the Employer agrees to lay off the least senior employee first and thereafter use the inverse order of seniority, provided that the remaining senior employees met the minimum requirements and are capable of performing the required work. An employee who is laid off may, within three (3) working days of notification of layoff exercise their seniority by taking the job of the least senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications and meet minimum requirements of the job. The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, an such bumped employee shall also have the right to elect to bump as above provided. Lateral or down bumping only will be allowed.

(b) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Employer.

(c) In the event it becomes necessary for a layoff, the Employer shall inform the employee to be laid off within fourteen (14) calendar days advance notice, in writing, and shall provide a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations, to the proper Union Representatives.

**ARTICLE 18. RECALL:**

When an employee is recalled, said recall shall be according to Union seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at their last known address by registered or certified mail and a copy shall be sent to the Chapter Chairperson. If the employee fails to return to work within fifteen (15) calendar days from the date of mailing of notice of recall, the employee shall be considered a "quit". In unusual circumstances, exceptions may be made by mutual agreement. Upon recall, an employee must be returned to the employees former classification.

**ARTICLE 19. TRANSFERS:**

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within ninety (90) days transfers back to a position within the bargaining unit, the employee shall have accumulated seniority while working in the position to which they transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications. Location exchange will be allowed in such cases.

**ARTICLE 20. JOB POSTING AND BIDDING PROCEDURES:**

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within thirty (30) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements and testing for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply,

in writing, within the seven (7) working days posting period. The qualified applicant with the greatest seniority shall be given the job. The senior employee applying for the position who meets the minimum requirements shall be granted up to a ten working days trial period to determine:

1. The employee's ability to perform the job.
2. The employee's desire to remain on the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and the steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the ten working days trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate of the job they are performing.

(e) In the event no qualified employee fills the vacancy from within the District Court, the Employer shall deliver the vacancy posting to the Chapter Chairperson of Circuit Court and Probate Court for immediate display in accordance with the procedures described in Article 20 before said vacancy may be filled by a non-Court employee.

(f) In the event the position is filled by a Probate or Circuit Court Employee, seniority shall be credited as follows:

(1) The employee's seniority date shall be the date the transfer to District Court becomes effective for purposes of promotions, layoffs, recalls, vacation preferences and other related similar rights and purposes.

(2) The employee's seniority date shall be the seniority date credited to the employee in the former Court for purposes of fringe benefits, such as, vacation pay, hospital and dental coverage, retirement, longevity, sick leave and other similar benefits.



(3) Accumulated compensatory time, if any, shall not transfer with the employee and no credit will be given.

**ARTICLE 21. VETERANS (Reinstatement of):**

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

**ARTICLE 22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:**

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 this Agreement where the Employer is required to grant said leave by law.

**ARTICLE 23. LEAVES OF ABSENCE:**

(a) Leaves of absence without pay for periods of not to exceed one (1) year will be applied for, in writing, on an application form supplied by the Employer, by the employee to the Supervisor; such request shall contain the duration requested and such leave shall be granted, in writing, without loss of seniority for:

- (1) Illness, leave (physical or mental); and,
- (2) prolonged illness in the immediate family.

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to one (1) additional year.

Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which the employee's seniority entitles them, provided the employee meets the minimum qualifications of the position.

(b) The following leaves may be granted, without pay, for periods up to one (1) year maximum:

1. Educational leave;
2. Leaves for Union activities;
3. Short-term personal leaves; and
4. Child care.

Employees shall retain seniority while on any leave of absence granted by the provisions of this section, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which the employee's seniority entitles them; provided the employee meets the minimum qualifications of the position.

(c) Management reserves the right to verify the claim of disability by a physician of the employee's choice at the Employer's expense.

(d) Said employee shall be allowed to participate in the medical, life and dental insurances provided the premiums are paid by the employee in advance of the established due date of said premium.

(e) Members of the Union selected to attend a function of the Union shall be allowed seven (7) days per year without pay to attend such function. No more than two (2) employees shall be allowed said time off at any one time.

(f) A child care leave of absence, without pay may be granted for a period of up to one (1) year, for the purpose of infant child care. This leave may be requested as an extension of leave time following expiration of the childbirth leave. A further extension of child care leave or a second leave of absence may be granted at the discretion of the District Court Judge. Such leave requested shall not be unreasonably withheld.

(g) Employees hired to replace employees on leave of absence will be considered temporary employees and will not be subject to the rate of pay and terms and conditions of the contract nor will they accrue seniority.

(h) Adjustment to anniversary/benefit date will be made for a leave of absence without pay according to the number of days not paid.

(i) The representatives of the Employer and Union agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). Generally, FMLA leave is unpaid. However, an eligible employee may choose all or part of paid leave entitlement for which he/she is otherwise eligible under the terms of this Agreement during their FMLA leave time. If an employee does not choose to substitute accrued paid leave, the Employer may, at its discretion, request the employee to substitute all or part of accrued paid leave for FMLA leave. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs

or plans or paid leave provision dictated by terms of the Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

A description of the provisions of the FMLA, as described by the U.S. Department of Labor, is attached to the Agreement as Appendix "G".

**ARTICLE 24. BULLETIN BOARD:**

The Employer shall provide space on existing bulletin boards in the Employer's place of business which may be used by the Union for posting notices pertaining to Union business. Such notices shall be limited to elections, meetings, and social affairs. Any other notices or information which the Union wishes to place on said bulletin boards must have prior approval of the Employer.

**ARTICLE 25. RATES FOR NEW JOBS AND RECLASSIFICATION REQUESTS:**

(a) When a new job is created or existing positions are consolidated, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree the classification and rate are proper, it shall be subject to negotiations.

(b) CONSOLIDATED POSITIONS. For the purpose of this Agreement should existing positions be consolidated resulting in the reduction of the work force, the Employer will notify the Union of the classification and pay rate structure prior to its becoming effective. In the event the Union does not agree that the classification and pay structure are proper, it shall be subject to negotiations. Any and all such action by the Judge of the Employer shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

(c) RECLASSIFICATION REQUESTS. During the term of this agreement employees who seek to be reclassified, given a nonautomatic step increase, or have their classification reallocated to a higher pay grade may make application in writing for such change to their supervisor. The employee's supervisor will then analyze the situation. The employee's supervisor shall forward to the District Court Judge, such application, together with a detailed written statement from the employee's supervisor. As a general rule, a significant change in job content, duties, and responsibilities must

have occurred to justify any change. Increase in employee proficiency at their assigned tasks or heavier work loads, standing alone, will not normally be considered sufficient justification for favorable action. After receipt by the Judge of documentation submitted by a recommending supervisor, along with any other supporting data such as the employee's job description and the employment history which the Judge may deem advisable to consider, the Judge may, in his sole discretion, approve, reject, or modify the requested change. Any and all such action by the Judge shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement. The Union shall be notified in writing of the action taken by the Judge within five (5) days of such action. All reclassifications shall be retroactive to the date of initial submission if the employee has been actually performing the duties contained within the reclassification.

**ARTICLE 26. TEMPORARY ASSIGNMENTS:**

Temporary assignments for the purposes of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior departmental employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification; provided, that such employee shall fill such vacancy for a period in excess of six (6) consecutive working days.

In the event of the court reporter's absence, the senior most union employee who meets the certification/qualifications will fulfill his/her duties. In the event of an absence of any union employee meeting the certification/qualifications, a non-union employee who meets the certification/qualification may fulfill the court reporter's duties in his/her absence, provided however, the Judge shall have the sole discretion to assign a court reporter to allow that person to maintain his/her certification.

**ARTICLE 27. JURY DUTY:**

An employee who reports for jury duty will be paid his regular pay. All employees shall turn in any jury or witness fees paid for reimbursement for appearance in any court or administrative proceeding. At any Court other than Delta County's, the employee may keep the mileage fee. When appearing in Delta County, no jury fee or milage fee shall be paid by the Employer.

**ARTICLE 28. SAFETY COMMITTEE:**

A safety committee of employees and employers is hereby established. This committee shall consist of the stewards and shall

meet at the call of either party during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become subject for the final step of the grievance procedure.

It is understood by the parties that employees shall not be required to work, if the temperature inside the building is below sixty-five (65) degrees. Therefore, if the temperature remains below sixty-five degrees for a period of one hour, and the furnace is not operative during that period, the employees will be sent home and paid for the remaining part of their work day. The thermometer in the Traffic Bureau is to be used as the official temperature indicator guide, and the Magistrate will bear the responsibility for carrying out this provision in the Employer's absence. It being further understood, if employees are requested not to report to work, or if they are sent home for any reason, they shall be paid their regular salary for the day.

**ARTICLE 29. WORKER'S COMPENSATION (On-the-Job Injury):**

(a) Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that the employee being eligible for worker's compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the worker's compensation laws and his/her regular weekly income until all accumulated sick leave is utilized.

(b) Whenever an employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted, all sick leave in excess of the workers compensation computation and the sick hours needed to total employees full time payroll, will be paid back to the Employer by the Employee turning the workers compensation check into the Employer. Upon payback of the sick hours, the employee's sick leave account will be adjusted to reflect the repayment. However, the employee may not use more sick days than he/she has accumulated. Employees, if requested, will be required to submit periodic illness/injury status reports from a doctor and will submit a report from a doctor following an illness or injury indicating that he or she is physically able to do work available before he or she returns to active work.

When sick leave credits are exhausted, the employee will

remain on Workers Compensation until the employee's worker compensation benefits are terminated or exhausted. Employees who receive only workers compensation, and who do not draw from their accumulated leave time, shall be considered to be on a leave of absence and will receive no accumulation of any lave time (i.e. vacation, sick leave, personal leave, etc.)

(c) If the employee is receiving workers compensation, the employer will continue to pay the health insurance premium as outlined in Appendix C for six months, if the employee remains on the employers compensation. During this six month period, the employee is responsible for his/her monthly portion of the health insurance, including dental, life, etc., if the employee wishes the coverage to remain in force.

#### **ARTICLE 30. WORKING HOURS:**

(a) The regular work week for Court employees, except for salaried employees as designated in Appendix B, is established at thirty-five (35) hours per week, based upon a seven (7) hour day. Hours to be worked for salaried employees designated in Appendix B shall be directed by the Judge. It is understood and agreed that the working hours for all other employees in this Court may be changed pursuant to agreement by and between the employees and the Judge. The Judge may set such hours between 8:00 a.m. and 5:00 p.m. or at such other times as required by State law. Shift preference will be granted on the basis of seniority, unless specific job requirements indicate otherwise.

(b) Employees shall be allowed sixty (60) minutes for lunch.

(c) Employees may take a fifteen (15) minute coffee break in the a.m., and a fifteen (15) minute coffee break in the p.m., which coffee break may be taken outside of their working area.

(d) An employee on call-out will receive time and a half where applicable for the actual hours worked or two (2) hours straight time, whichever is greater.

#### **ARTICLE 31. SICK LEAVE:**

(a) Employees shall accumulate one half ( $\frac{1}{2}$ ) day of sick leave per pay period, not to exceed thirteen (13) days per year. Effective 5-17-07, the maximum accumulation of sick leave shall be 172 days. Accumulated sick leave days shall be used for non-occupational disabilities, except as set forth in

Article 30. Employees shall receive one half all sick leave accumulated in the form of pay at their current hourly rate upon termination. Upon the death of any employee, one half of all sick leave accumulated shall be paid to the employees estate at the last rate earned by the deceased. Sick leave will be deemed to be continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. It is the employee's responsibility, when sick leave is utilized, to notify their immediate supervisor or other appropriate supervisor as soon as possible of the need for such sick leave. Failure to give notice may result in disciplinary action.

(b) NEWBORN CHILD CARE: Sick leave and a leave of absence without pay shall be granted for newborn child care according to prevailing law and the terms of this Agreement.

(c) The Employer may at any time notify the employee and the Union in writing with an attached copy of the employee's sick leave record, that it suspects possible abuse of sick leave by an employee. The parties involved shall meet for the purpose of reviewing the alleged sick leave abuse. Before any action is taken against the employee, the Union will discuss the allegation privately with the employee. If the Employer considers the evidence available to be sufficient, the Employer may thereafter require a physician's certificate or other competent evidence certifying to such employee's inability to work due to illness. Whenever the Union suspects that the Employer was unreasonable and capricious in making such determination, a special conference will be held, and if the matter is not resolved at such meeting it may be submitted directly to Step 2 of the Grievance Procedure. Before return to work from illness or injury of over three (3) consecutive days or involving workers' compensation, the Employer may require a written medical verifications of ability to return to work. Any additional charge with regard to such medical verification shall be borne by the Employer, if the employee has visited a doctor of the Employer's choice.

Falsification of such evidence or failure to provide such evidence upon request shall be cause for discipline, up to and including dismissal. Upon the use of sick leave, the Employer may instruct the employee to have a medical examination and certification by a doctor of the Employer's choice at the Employer's expense, during work hours.

**ARTICLE 32. FUNERAL LEAVE:**

An employee shall be allowed five (5) consecutive working days with pay as funeral leave not 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, step-brother, step-sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. The Chapter Chairperson or his/her representative, shall be allowed one (1) funeral leave day with pay to be deducted from sick leave in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

**ARTICLE 33. TIME AND ONE-HALF:**

Except for salaried employees set forth in Appendix B, where a normal work day consists of seven (7) hours per day and thirty-five (35) hours per week, an employee working between thirty-five (35) and forty (40) hours per week shall be given the option of taking compensatory time off with pay equal to the time worked over thirty-five (35) hours, or can take straight pay for hours worked not to exceed forty (40) hours. Employees shall receive wages or compensatory time off at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week. All employees covered by this Agreement, who perform work on a Sunday, shall be paid at the rate of time and one-half for those hours actually worked on said Sunday. All such overtime shall have prior approval of the Supervisor except in the case of an emergency. Overtime for an emergency must be reported by the employee within one (1) working day to their supervisor. During a layoff, overtime may be performed only during an emergency. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

**ARTICLE 34. HOLIDAY PROVISIONS:**

(e) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
President's Day	December 24 <sup>th</sup>



Memorial Day	December 25 <sup>th</sup>
Independence Day	December 31 <sup>st</sup>
Labor Day	
Veteran's Day	A Floating Holiday

(1) Floating holidays shall be used at the employee's discretion. However, only upon reasonable notice and with agreement of the Employer. Request for floating holidays shall not be unreasonably withheld by the Employer.

(b) Floating holidays may be used as an adjunct to vacation leave.

Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

The anniversary year shall be defined as that date on which an employee receives the floating holiday. Employees will forfeit said floating holiday(s) if he/she fails to utilize the benefit.

(b) Should a holiday fall on Sunday, Monday shall be considered as the holiday. Should an employee be required to work on a holiday, said employee shall receive wages for said hours worked at the rate of time and one-half and, in addition thereto, shall receive compensatory time for the hours worked which shall be determined on a straight-time basis.

(c) If a holiday falls on Saturday, the Employer will either schedule the preceding Friday off with pay, or the Employer shall provide an extra day's pay in lieu of the holiday.

(d) Whenever consecutive holidays occur on a weekend or any part of a weekend, Friday and Monday shall be considered the official holidays.

**ARTICLE 35. PERSONAL LEAVE:**

(a) Personal leave time is provided to care for personal activities. Personal leave time is available to all permanent full-time and regular part-time employees who have completed one year of service and have accumulated sick leave. The Employer will make available a total of three (3) days to be used for personal leave in each anniversary year. The anniversary year shall be defined as that date on which an employee has been employed continuously for one year.

Employee will forfeit said days if he/she fails to utilize the benefit.

(b) Personal leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the Employer. Request for personal leave days shall not be unreasonably withheld by the Employer.

(c) Personal leave cannot be used as an adjunct to annual leave or holiday leave unless preapproved by the Immediate Supervisor.

**ARTICLE 36. LONGEVITY PAY.:**

In addition to the wages for all employees under the terms of this Agreement, as stated herein, each employee shall be paid longevity as follows:

Service Years	Amount
Three years	\$350.00
Four to Six years	\$450.00
Seven to Nine years	\$500.00
Ten - Fourteen years	\$600.00
Fifteen or more	\$700.00

Said longevity pay shall be effective and paid the first pay period following entitlement based on the employee's individual anniversary date of employment.

**ARTICLE 37. VACATION ELIGIBILITY:**

The employee's anniversary date shall be used to compute vacation benefits. An employee will earn credits toward vacation with pay in accordance with the following schedule:

YEARS OF SERVICE	NO. OF VACATION DAYS
After one (1) year	5 days
After two (2) years	10 days
After three (3) years	10 days
After four (4) years	10 days
After five (5) years	15 days
After six (6) years	16 days
After seven (7) years	17 days
After eight (8) years	18 days

After nine (9) years	19 days
After ten (10) years	20 days
After eleven (11) years	21 days
After twelve (12) years	22 days
After thirteen (13) years	23 days
After fourteen (14) years	24 days
After fifteen (15) years	25 days
After sixteen (16) years	25 days
After seventeen (17) years	26 days
After eighteen (18) years	26 days
After nineteen (19) years	27 days
After twenty (20) years	27 days
After twenty-one (21) years	28 days
After twenty-two (22) years	28 days
After twenty-three (23) years	29 days
After twenty-four (24) years	29 days
After twenty-five (25) years	30 days

**ARTICLE 38. VACATION PERIOD:**

(a) Vacations will be granted at such times during the year suitable to the employee and the Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period between anniversary dates. Vacation days may not be carried from one anniversary period to another without written approval by the employer.

(d) If an employee becomes ill and is under the care of a duly licensed physician during their vacation, their vacation shall be rescheduled and such time off shall be charged to either sick leave or time off without pay. In the event their incapacity continues through the year, the employee will be awarded payment in lieu of vacation period.

(e) It shall be the responsibility of the employee to submit requests for vacation time far enough in advance so that they may be rescheduled by the Supervisor without disruption of the department work schedule. Failure to do so may result in loss of vacation time.

**ARTICLE 39. PAY ADVANCE:**

(a) If a regular payday falls during an employee's vacation, and an employee wishes to receive a pay advance, the employee must submit a pay advance request for at least three business days prior to receiving a check. A copy of the pay advance form is attached as Appendix H.

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

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 39A. DIRECT DEPOSIT:**

All new full time and part-time employees will be required to electronically transfer their payroll checks (direct deposit) as of May 17, 2007.

**ARTICLE 40. HOSPITALIZATION MEDICAL COVERAGE:**

(a) The Employer agrees to pay the premium for hospitalization medical coverage for the employee and his/her family as outlined in Appendix C. This coverages shall be applied to all full-time employees covered by the terms of this Agreement. The Employer reserves the right to accept bids from other carriers. The Employer agrees, if another carrier is selected, to provide equal or better coverage in comparison to what is currently enjoyed.

(b) The Employer agrees to pay the premium as outlined in Appendix C for hospitalization medical coverage for the employee and his/her family during an employee's absence as the result of any injury, illness or maternity to the extent that said employee is either drawing sick leave benefits or vacation benefits and, in the event that said employee is drawing worker's compensation, the Employer agrees to pay the premium as outlined in Appendix C for said hospitalization for a period not to exceed six (6) months.

(c) The Employer agrees to pay coverage as outlined in Appendix C for Blue Cross Blue Shield of Michigan.

(d) The Employer agrees to provide payment to the insurance carrier as outlined in Appendix C for the Blue Cross Blue Shield dental during the term of this contract,.

(e) The Employer will grant the employees, who maintain adequate medical coverage for themselves, spouses, and dependents, the option of payment in lieu of the health insurance premium as outlined in Appendix D.

(f) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may, at retirement age, have the privilege of continuing the Group Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the Group Medical Policy. The employee must pay the group premium rate as established in effect, in advance, for said coverage and only until such time as the employee and/or his or her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other governmental medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the employee at a rate established in accordance with the policy terms.

The above privilege will be extended for those employees who, at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(g) Employees who retire from the Employer in accordance with the provisions of the Employer's retirement system may, at retirement age, continue the Employer's Group Policy for life insurance, if the employee pays the group premium in effect, in advance for said coverage until age seventy (70). The above privilege will be extended for those employees who, at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(h) The employer agrees to add Vision A-80 coverage to the insurance plan.

**ARTICLE 41. LIFE INSURANCE COVERAGE:**

The Employer agrees to pay the premium of a term insurance plan for each employee as outlined in Appendix C; face value of \$10,000 while employed.

**ARTICLE 42. COMPUTATION AND PAYMENT OF BENEFITS:**

All hours paid to an employee shall be considered hours worked for the purpose of computing any of the benefits under this Agreement.

In the event of any employee's death, any amounts payable under the specific provisions of this Agreement to the employee by the Employer shall be paid to the employee's estate.

**ARTICLE 43. UNEMPLOYMENT COMPENSATION:**

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with permissible legislation.

**ARTICLE 44. CONTRACTING AND SUBCONTRACTING OF WORK:**

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or subcontracting would reduce the work force or circumvent Article 20 of this Agreement.

**ARTICLE 45. CONSOLIDATION OR ELIMINATION OF JOBS:**

The Employer agrees to notify the Union prior to any consolidation or elimination of jobs, and the Employer further agrees to meet with the Union, if the Union shall request such a meeting, in order that the Employer might explain its reason for such consolidation or elimination of jobs.

**ARTICLE 46. BENEFITS (Part-time Employees):**

(a) An employee who works less than seventeen and one-half (17 ½) hours per week shall not be eligible to receive fringe benefits available to an employee who works thirty-five (35) hours per week. An employee who works in excess of seventeen and one-half (17 ½) hours per week, but less than thirty-five hours per week, shall receive fringe benefits prorated according to the hours worked with the exception of those mentioned in the following paragraphs.

(b) The Employer agrees to pay the pro-rata premium as outlined in Appendix C for hospitalization under the Health Insurance Plan for part-time employees working more than 17 ½ hours per week.

(c) The Employer further agrees to pay pro-rata the premium as outlined in Appendix C for life insurance of \$10,000 for part-time employees working more than 17 ½ hours per week.

**ARTICLE 47. MILEAGE ALLOWANCE:**

Employees who are required to use their personal automobile for official business will be reimbursed at the rate per mile as set by the County Board for all other employees and elected officials of Delta County.

**ARTICLE 48. EDUCATION:**

In the event an employee is required by the Employer to attend educational classes or sessions, the employee shall be paid their regular wages, and the Employer shall be responsible to pay the costs or materials, mileage, lodging and meals.

**ARTICLE 49. WAIVER CLAUSE:**

It is the intent of the parties hereto that the provision of this Agreement shall supercede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will hence forward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

It is the intent of the parties that this Agreement contain all economic and noneconomic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 50. SUCCESSOR CLAUSE:**

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

**ARTICLE 51. MISCELLANEOUSE:**

(a) All employees shall be subject to the County's Drug and Alcohol Policy, as attached and or amended.

**ARTICLE 52. APPENDIXES:**

The following appendixes are incorporated and made part of this Agreement:

- Appendix A - Pension
- Appendix B - Rate of pay levels
- Appendix C - Health, Dental & Life Ins. Coverage
- Appendix D - Payment in Lieu of Health Insurance
- Appendix E - Long Term Disability Insurance
- Appendix F - Drug and Alcohol Policy
- Appendix G - Family and Medical Leave Act of 1993
- Appendix H - Payroll Advance Request Form
- Appendix I - Letter of Agreement for MERS HSCA
- Appendix J - Signing Bonus

**ARTICLE 53. TERMINATION AND MODIFICATION:**

This Agreement shall continue in full force and effect until May 16, 2010.

(a) If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

(c) Notice of Termination or Modification.




Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to Michigan Council #25, 710 Chippewa Square, Marquette, MI 49855; and if the Employer, addressed to District Court Judge, 310 Ludington Street, Escanaba, Michigan 49829; or to any such address as the Union or the Employer may make available to each other.


**ARTICLE 54. EFFECTIVE DATE:**

This Agreement shall become effective as of May 17, 2007 and expire as of May 16, 2010.

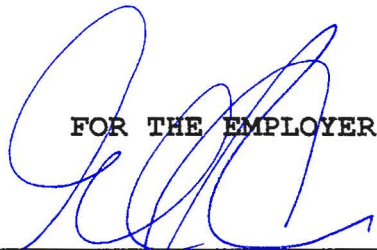
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**FOR THE UNION:**

  
\_\_\_\_\_  
Judith A. Thirlby  
Chapter Chairperson  
District Court

  
\_\_\_\_\_  
Susan Cameron  
Michigan AFSCME Council 25

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
Hon. Glenn A Pearson  
District Court Judge

## **APPENDIX A**

### **PENSIONS**

Current pension benefits are: B4, E2, F55/20, FAC 3

On May 17, 2007 the pension provisions for employees covered by this Agreement shall be increased by the RS50 benefit plan of the Michigan Retirement System.

All new District Court hires after May 17, 2007, will be covered by a Defined Contribution Program through MERS. The Employer will contribute 6% of salary and up to 2% matching contribution, provided the employee can contribute to MERS as of June 1, 2007.

These pension benefits shall not be lessened to the detriment of any employee presently covered under the terms of this contract, unless required by law.

The employees portion of the pension contribution shall be paid on their behalf by the County of Delta, as the funding unit for the 94<sup>th</sup> District Court.

An employee planning to retire must give 30 days written notice prior to the planned date of retirement in order to receive payment for accrued sick leave and annual leave at the time of retirement. Exceptions shall be made in hardship cases.

**APPENDIX B**

**PAY RATE LEVELS**

**Effective May 17, 2007.**

<b>POSITION</b>	<b>JOB TITLE</b>		
Salaried	Court Reporter	(2,080)	\$33,247.92
	Probation Director	(2,080)	\$37,877.37
	Probation Officer	(1,950)	\$33,782.07
Hourly	Deputy Clerk Traffic	\$14.29	
	Deputy Clerk Civil	\$14.29	
	Deputy Clerk Criminal	\$14.29	
	Deputy Clerk Accounts	\$14.29	
	Deputy Clerk Probation	\$14.29	
	Deputy Clerk	\$14.29	

**Effective May 17, 2008**

<b>POSITION</b>	<b>JOB TITLE</b>		
Salaried	Court Reporter	(2080)	\$34,245.36
	Probation Director	(2080)	\$39,013.70
	Probation Officer	(1950)	\$34,795.53
Hourly	Deputy Clerk Traffic	\$14.72	
	Deputy Clerk Civil	\$14.72	
	Deputy Clerk Criminal	\$14.72	
	Deputy Clerk Accounts	\$14.72	
	Deputy Clerk Probation	\$14.72	
	Deputy Clerk	\$14.72	

**Effective May 17, 2009**

<b>POSITION</b>	<b>JOB TITLE</b>		
Salaried	Court Reporter	(2080)	\$35,272.72
	Probation Director	(2080)	\$40,184.11
	Probation Officer	(1950)	\$35,839.40
Hourly	Deputy Clerk Traffic	\$15.16	
	Deputy Clerk Civil	\$15.16	
	Deputy Clerk Criminal	\$15.16	
	Deputy Clerk Accounts	\$15.16	
	Deputy Clerk Probation	\$15.16	
	Deputy Clerk	\$15.16	

**NOTE: Probationary Scale**

**New hourly employees shall be paid according to the following pay scale:**

0 to 90 days (probationary period)	\$1.50 per hour less than position level
91 days to 6 months	\$1.00 per hour less than position level
6 months to 1 year	\$0.50 per hour less than position level
1 year anniversary	Same as current position level

**New salaried employees shall be paid according to the following pay scale:**

Up to 6 months (probationary period)	\$2,000 annually less than position level
6 months to 1 year	\$1,500 annually less than position level
1 yr 6 mo. to 2 years	\$ 500 annually less than position level
2 Year Anniversary	Same as current position level

**New employees including those transferring from other bargaining units, depending on qualifications and experience, may start at an intermediate pay step at the discretion of the employer.**

## **APPENDIX - C**

### **HEALTH, DRUG CARD, DENTAL, VISION & LIFE INSURANCE PREMIUM**

Effective May 17, 2007, the Employer will pay 90% of monthly premiums for health, dental, vision and life insurance; the employee will pay 10% of the monthly premium for each month during the contract for employees selecting a standard health, drug card, dental, vision, and life insurance plan. For the Employees who opt for the Health Savings Plan with Blue Cross Blue Shield, the employer will pay 100% of the premium for employees. Employees must have one (1) year of seniority to be eligible for the HSA plan.

The employer will pay 100% of the deductible for the first year (2008) an employee enrolls in this HSA plan and 100% for the second year (2009) in the plan and 50% for the third year (2010) of the plan provided there is a three year commitment from the employee.

**APPENDIX - D**

**PAYMENT IN LIEU OF HEALTH INSURANCE**

Full-time employees who have non-County insurance coverage must provide proof of that insurance coverage.

Beginning June 1, 2007, the payment in lieu of health insurance payments will be \$300.00 per month. (\$150.00 on the first and second pay period of each month.)

Beginning June 1, 2007, the payment in lieu of health insurance compensation will be included in the MERS wages for the calculation of pension benefits.

**APPENDIX - E**

**LONG TERM DISABILITY AFTER 90 DAYS**

Long term disability coverage equal to 60% of monthly earnings up to \$2,000 maximum monthly benefit with a three month qualifying period.

APPENDIX - F

DRUG AND ALCOHOL POLICY

OBJECTIVE: Ensure a Drug Free Workplace.

The increased use of drugs and alcohol in our society and, in particular, the work place has become a national problem. The misuse of drugs and alcohol is a serious problem for employees, their families, and the general public, as the costs, dangers and adverse effects are well documented. Unfortunately, the County of Delta cannot escape this national problem, and a formal policy is needed to clarify the County of Delta's actions in these cases. This formal policy maintains the County of Delta's position that misuse of drugs or alcohol is unacceptable.

POLICY:

A. Introduction:

It is the County of Delta's belief that the misuse of drugs, alcohol or any substance having a physiological, psychological or biochemical effect impairs employee health, employee performance and creates unsafe working conditions. The County of Delta is committed to maintaining a productive, safe and healthy work environment free of unauthorized drugs and unauthorized alcohol use. In implementing this policy, the County of Delta will encourage educational programs and, in appropriate circumstances, initiate rehabilitation or disciplinary measures.

B. County of Delta's Drug and Alcohol Policy Drug Policy:

The possession, distribution or sale of nonprescribed, unauthorized drugs by County of Delta employees while on the County of Delta premises or while engaged in the County of Delta business is prohibited. Further, the conviction of any drug related offense and the use of any nonprescribed controlled substances are considered violations of this policy.

Alcohol:

The consumption, use or possession of any alcoholic beverage on the County of Delta premises is prohibited. Further, reporting to work while under the influence of alcohol by an employee is prohibited. Any employee with a blood alcohol level of .04 or above shall be construed as being under the influence of alcohol.

DEFINITIONS:



**Unauthorized Drugs:**

For the purposes of this Policy, the term "unauthorized drugs" shall mean any substance other than an authorized substance, which is, or has the effect on the human body of being a narcotic, depressant, stimulant, hallucinogen or cannabin, their precursors, derivatives or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act.

**Authorized Substances:**

Substances having a physiological, psychological or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which the employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "authorized substances" for the purposes of this Policy.

**County of Delta Premises:**

County of Delta premises includes, but is not limited to, County of Delta owned, rented, used or leased property; County of Delta work site locations, County of Delta owned, rented or leased vehicles, or employee owned vehicles if being used to transport County of Delta program participants or employees on department business.

**MEDICATION/SUBSTANCE REPORTING:**

It is the employee's responsibility to notify the Employer in writing when he/she is taking any prescription or nonprescription medicine or substance which may impair his/her mental faculties and physical abilities. In all cases, when employees bring prescribed controlled substances onto the County of Delta premises the Employer shall be so notified in advance.

**EMPLOYEE ASSISTANCE AND REHABILITATION:**

Rehabilitation referral assistance is available for any employee who feels the need for assistance in dealing with any alcohol or drug program.

Employees who feel they need assistance with drug or alcohol problems, are encouraged to volunteer for rehabilitation assistance before the problem leads to a

situation which could jeopardize their employment. Employees who volunteer for such rehabilitation before they have performance problems or before the County of Delta is aware of a violation of its policies, will not be subject to discipline solely on the basis of their voluntary request for rehabilitation. Employees participating in an assistance and rehabilitation program, for drug or alcohol treatment, may use accumulated paid leave days or unpaid health leave during their absence in accordance with the applicable provisions of the County of Delta's policies.

#### **LABORATORY TESTING:**

The County of Delta will use laboratory testing to detect or confirm violations of this Policy. Laboratory testing includes, but is not limited to, urinalysis, breath analysis and blood analysis. Reasonable suspicion laboratory testing may be initially undertaken only when two (2) or more supervisory staff members have a reasonable suspicion that the Policy may have been violated by the employee. Such reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Arrest or conviction for a drug related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
4. Information provided either by reliable and credible sources or independently corroborated.
5. Newly discovered evidence that an employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

Laboratory testing may also be required in the event of a motor vehicle collision involving the transporting of

County of Delta program participants or employees on department business. In all cases, when laboratory tests indicate a violation of this policy, a second test shall be promptly given to confirm these results. In the case of testing for drugs, the second test shall be by a different test methodology than that initially utilized. Laboratory test results shall be interpreted by the County of Delta's Administrator and any consultants he may hire for such purpose and shall remain confidential, except as may be necessary for disciplinary purposes; for referral for employee assistance or medical treatment; or as may be ordered by a court of competent jurisdiction. The employee shall have access to their testing results.

Should employees have an initial positive test indicating a violation of this Policy and remain in the County of Delta's employment, the employee may be subject to unannounced follow-up laboratory testing for a period of two (2) years from the completion of any approved rehabilitation program. The County of Delta may also have all applicants for employment submit to such laboratory testing prior to employment and any positive results shall be grounds for withdrawing any offer of employment.

#### **COOPERATION:**

Employees are expected to cooperate with the enforcement of the County of Delta's Policy, including providing consent to the County of Delta to conduct personal searches and laboratory testing to the extent authorized by this Policy.

#### **CRIMINAL OFFENSES:**

Any employee charged with, or under investigation in connection with, a drug related criminal offense or an alcohol related criminal offense arising out of their employment, may be requested to undergo testing. Conviction may result in further discipline. Any employee convicted of a drug related criminal offense must notify the Employer immediately and in all cases within five (5) days.

#### **VIOLATIONS OF THE POLICY:**

Any violation of this Drug and Alcohol Policy, will subject the employee to discipline, including

discharge, for the first offense. The Employer may also take any or all of the following actions:

1. The Employer may reassign the employee until the problem(s) is corrected.
2. The Employer may require a health leave of absence immediately if medical conditions warrant the same. The employee may utilize accumulated personal leave days, vacation and comp time, however, if the employee is required to take a health leave of absence.
3. The Employer may terminate the employment of the employee if the problem(s) is not corrected within one(1) year, or in the case of a nonprescribed unauthorized drug, the problem reoccurs after the initial incident.
4. The Employer may refer the employee for treatment and may make compliance with any recommended rehabilitation program a condition of future employment.
5. The Employer may take disciplinary actions in accordance with the County of Delta work rules and policies, including discharge.

Notwithstanding the foregoing, any employee distributing, selling or discovered in the act of using unauthorized drugs on the County of Delta premises or while engaged in the County of Delta business will be subject to immediate discharge in all cases.

**EMPLOYER :**

This Drug and Alcohol Policy shall not be construed to limit the Employer's right to take other appropriate and immediate actions when deemed necessary in dealing with drug, alcohol or health related employee matters, provided such other actions are in accordance with the law.

**US DEPARTMENT OF LABOR  
PROGRAM HIGHLIGHTS**

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Fact Sheet No. ESA 95-24

**THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

**EMPLOYER COVERAGE**

FMLA applies to all:

-public agencies, including state, local and federal employers, local education agencies (schools), and

-private sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce—including joint employers and successors of covered employers.

**EMPLOYEE ELIGIBILITY**

To be eligible for FMLA benefits, an employee must:

- (a) work for a covered employer;
- (b) have worked for the employer for a total of 12-months;
- (c) have worked at least 1, 250 hours over the previous 12-months; and
- (d) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

**LEAVE ENTITLEMENT**

A covered employer must grant an eligible employee up to a total of 12 workweeks or unpaid leave during any 12-month period for one or more of the following reasons:

-for the birth and care of the newborn child of the employee;

-for placement with the employee of a son or daughter for adoption or foster care;

-to care for an immediate family member (spouse, child, parent) with a serious health condition; or

-to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 workweeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12-months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

–If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval.

–FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee’s use of paid leave counts as FMLA leave, based on information from the employee.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

–any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care: or

–Continuing treatment by a health care provider which includes any period of incapacity (i.e. inability

to work, attend school or perform other regular daily activities) due to:

(A) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

-- treatment two or more times by or under the supervision of a health care provider; or

-- one treatment by a health care provider with a continuing regimen of treatment; or

(B) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

(C) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a health care provider is not necessary for each absence; or

(D) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer’s, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or

(E) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

“Health care provider” means:

– doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

– podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual

manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

– nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or

– Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

– Any health care provider recognized by the employer or the employer’s group health plan benefits manager.

## **MAINTENANCE OF HEALTH BENEFITS**

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## **JOB RESTORATION**

Upon return from FMLA leave, an employee must be restored to the employee’s original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a “no fault” attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an

employer may refuse to reinstate certain highly-paid “key” employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

– notify the employee of his/her status as a “key” employee in response to the employee’s notice of intent to take FMLA leave;

– notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;

– offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

– make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees within 75 miles of the work site.

## **NOTICE AND CERTIFICATION**

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

– medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

– second or third medical opinions (at the employer’s expense) and periodic recertification; and

– periodic reports during FMLA leave regarding the employee’s status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

## UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

## ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

## OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers

who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

## FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

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APPENDIX H

PAY ADVANCE FORM

TO: Payroll Department

I hereby request a pay advance for the pay period ending

\_\_\_\_\_.

I hereby authorize you to deduct the total amount of this advance  
of \$\_\_\_\_\_ from my payroll check dated \_\_\_\_\_.

I am requesting the advance check on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE, COUNTY, and MUNICIPAL**

*Employees*

AFFILIATED WITH THE A.F.L. - C.I.O.

DELTA COUNTY LOCAL No. 2755

*TO: Delta County Board of Commissioners*

*From: District Court Chapter, Delta County Local # 2755, AFL-CIO*

*Re: MERS Health Care Savings Plan - Retirement*

*Date: May 9, 2007*

*This Bargaining Unit gives permission for the Board of Commissioners to enter into an agreement with the Municipal Employees Retirement System-Health Care Savings Plan for the following two members:*

*Judith A. Thirlby, Probation Director  
Freda L. St. John, Probation Deputy Clerk*

*Sincerely,*

*Judith A. Thirlby*  
*Judith A. Thirlby*  
*Chapter President*

**APPENDIX J**

**SIGNING BONUS**

All active employees of the bargaining unit who are actively employed by the Employer as of the date of ratification by all parties will receive a \$200.00 signing bonus. This will be a one time payment to be made by the Employer on the second pay period in June, 2007.