

12/31/96

**AGREEMENT**

**between**

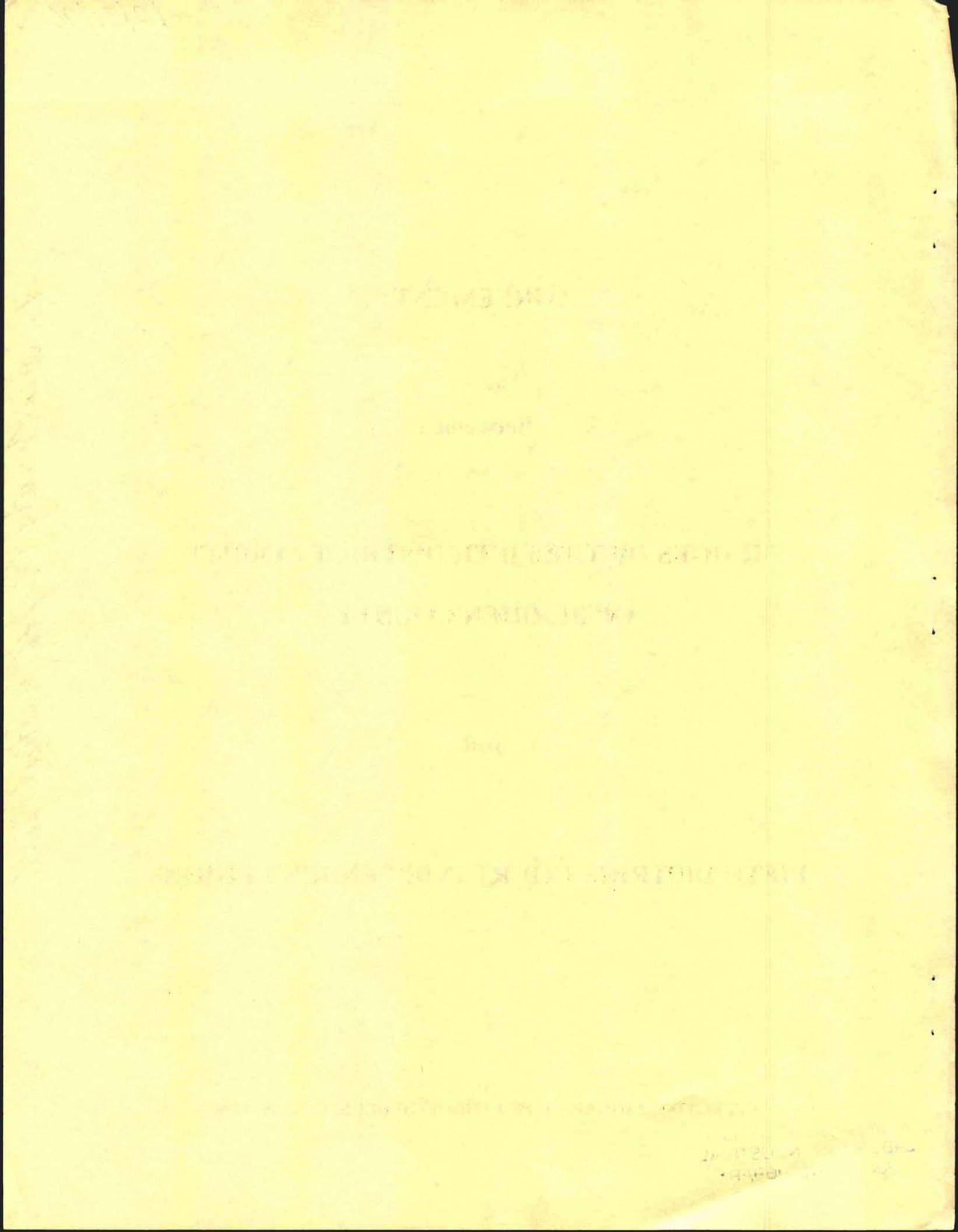
**JUDGES OF THE FIFTH DISTRICT COURT  
OF BERRIEN COUNTY**

**and**

**FIFTH DISTRICT COURT INDEPENDENT UNION**

*Berrien County (Fifth District Court)*

**EFFECTIVE JANUARY 1, 1994 THROUGH DECEMBER 31, 1996**



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### Independent Union Contract

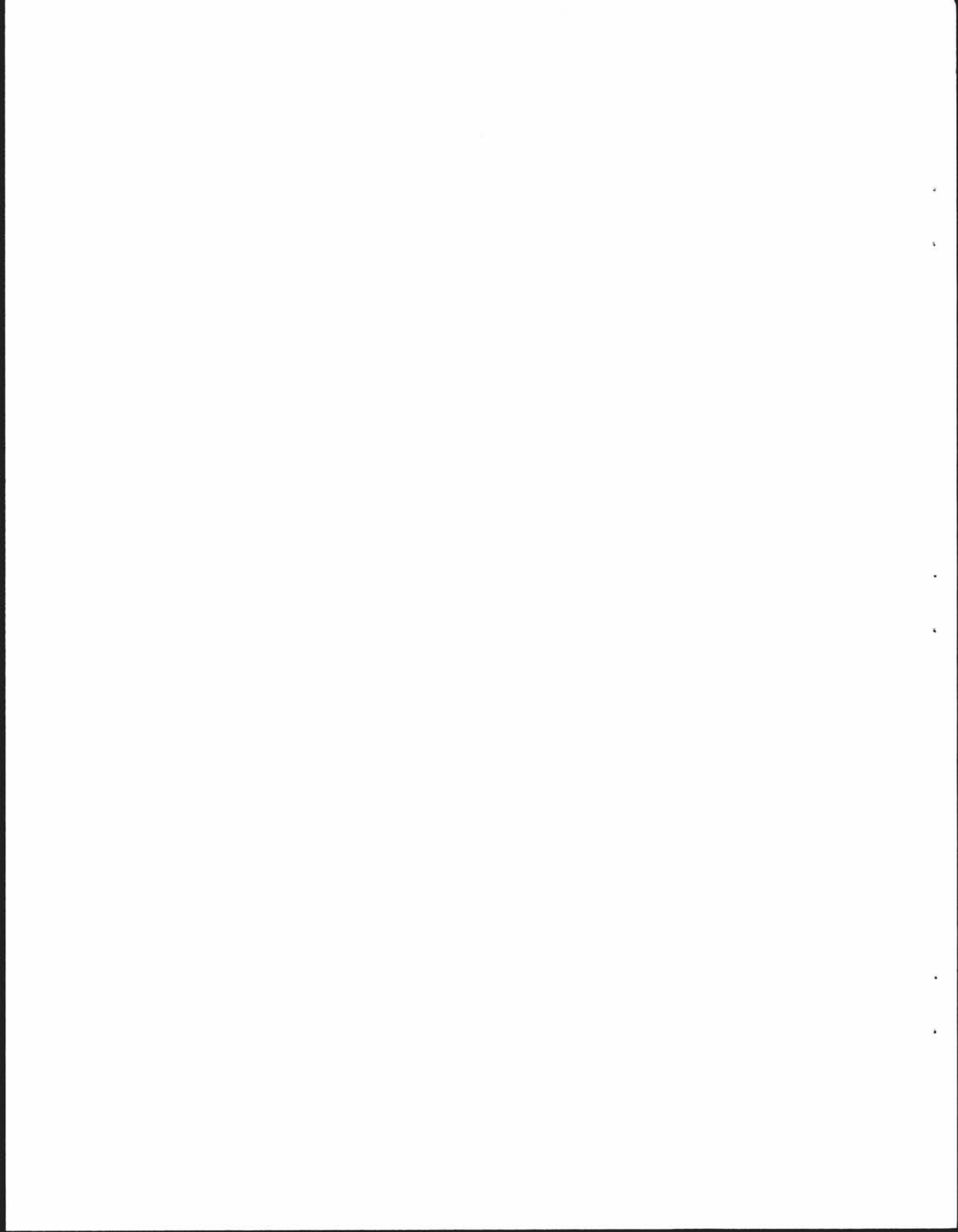
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# AGREEMENT

**THIS AGREEMENT** is made and entered into this 13th day of October, 1994, effective January 1, 1994, by and between the **JUDGES OF THE FIFTH DISTRICT COURT OF BERRIEN COUNTY**, hereinafter referred to as the "Employer", and the **FIFTH DISTRICT COURT INDEPENDENT UNION**, hereinafter referred to as the "Union".

## 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.

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.

## RECOGNITION

**Section 1.1 COLLECTIVE BARGAINING UNIT.** 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 term of this Agreement of all employees of the Employer included in the bargaining unit described below:

**All employees of the Fifth District Court of Berrien County, but excluding Judges, Director of Court Operations, Deputy Court Administrator, Supervisors, Bailiffs, Probation Officers, Magistrates, Recorders/ Secretaries, Administrative and Executive Secretaries, Administrative Senior Programmer/Analyst and temporary employees.**

**Section 1.2** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

## REPRESENTATION

**Section 2.1 OFFICERS.** For purposes of contract administration and the investigation and presentation of grievances, the Employer agrees to recognize the President of the Union and the Secretary-Treasurer of the Union, provided that one of them is regularly employed in each of the following areas:

1. Courthouse in St. Joseph
2. South County Building in Niles

The President may appoint alternates. Alternates shall function only in the absence of the President and/or the Secretary-Treasurer. Before recognition is granted, the Union shall advise the Employer in writing of the names of the alternates, if any, and the President and the Secretary-Treasurer.

**Section 2.2 COLLECTIVE BARGAINING COMMITTEE.** The Union's Collective Bargaining Committee shall consist of the Union's President, Secretary-Treasurer and Vice-President and such professional assistance as the Union shall designate. This Committee shall meet with the Employer for purposes of contract negotiations. Before recognition is granted, the Union shall advise the Employer in writing of the names of the Collective Bargaining Committee, and alternates, if any.

**Section 2.3 UNION REPRESENTATION TIME FOR COLLECTIVE BARGAINING.** All preparation, work, discussion and negotiations for collective bargaining shall be done outside of working hours, unless the Parties agree that it is necessary to meet during working hours. No employee shall leave his work station for purpose of this section without first obtaining permission from the Director of Court Operations.

Employees who attend joint labor management meetings scheduled during regular working hours after first obtaining such permission shall not suffer any loss of pay or benefits for their attendance at such meetings.

**Section 2.4 ACCESS.** A Union designated professional or labor relations consultant will be granted admission to the Court during regular working hours for the purpose of investigating or adjusting grievances, provided



notice is given in advance to the Employer. In no event shall any such person interfere with the normal operations of the Court.

## MANAGEMENT RIGHTS

**Section 3.1** It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Fifth District Court. These rights include, but are not limited to, those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient operation of the Court; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classifications of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work; including overtime. It is expressly understood that the Fifth District Court, herein referred to as the Employer, hereby retains and reserves all its inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of this Agreement.

## UNION SECURITY

**Section 4.1 UNION MEMBERSHIP AND AGENCY SHOP.** All employees in the Bargaining Unit, upon completion of thirty-one (31) days of employment shall pay dues or a representation fee to the Union in the amount uniformly required of membership for the duration of this Agreement.

**Section 4.2 PAYROLL DEDUCTION OF DUES OR REPRESENTATION FEES.** The Employer shall deduct from the pay of employees the dues or representation fee in the amount certified by the Union to the Employer each January, provided such authorization is received prior to the first day of the payroll period during which deductions are to be made and provided that there are sufficient earnings for such deductions. Checkoff deductions shall be made on the second payday of each month. Once each month the Employer shall forward by check to the designated Representative of the Union such sums deducted.

**(b) Certified Change.** Deduction amounts for representation fees shall not be subject to change except for one (1) adjustment each contract year by the Union upon providing thirty (30) days written notice of such change to the Employer.

**Section 4.3 HOLD HARMLESS PROVISION.** The Union agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees, as provided above.

**Section 4.4 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's representation in the Bargaining Unit described in Section 1.1 of this Agreement.

## GRIEVANCE AND ARBITRATION PROCEDURE

**Section 5.1 DEFINITION OF GRIEVANCE.** A grievance is defined as a dispute over the meaning and application of this Agreement or a claim of a violation of a specific provision or provisions of this Agreement, which is raised by an aggrieved employee or by the Union during the term of this Agreement.

**Section 5.2 UNION REPRESENTATION TIME FOR GRIEVANCES.** The investigation, discussion and settlement of a grievance shall be done outside of working hours, unless the Parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his or her work station for the purpose of presenting or processing a grievance without first obtaining permission from his or her immediate supervisor. Employees who attend meetings scheduled during regular working hours shall not suffer any loss of pay or benefits for their attendance at such meetings.

Any union officer involved in the processing of a grievance may be released from work by the Director of Court Operations for the time necessary to process the grievance and shall suffer no loss of pay or benefits for such



time lost. The term "processing" shall mean meeting with the employer representative and meeting with the employee(s) involved and employee(s) who are witnesses to events. The investigation shall be handled by a union officer or alternate whose work assignment is at the location where the investigation takes place.

**Section 5.3 GRIEVANCE PROCEDURE.** All grievances shall be processed in accordance with the following procedures.

**Section 5.3(a)** Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, it shall set forth the facts pertaining to such alleged violations and the specific events giving rise to alleged violations, and it shall state the relief sought.

**Section 5.3(b)** It is agreed that any grievance must be presented within ten (10) working days from the event that caused the grievance or the grievant's first knowledge thereof. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him or her from employment, self-employment or unemployment compensation he otherwise would not have earned. Monetary settlements must be approved by the Chief District Judge before they shall be final.

**Section 5.3(c) VERBAL PROCEDURES.** An employee and/or his or her representative shall discuss a grievance with the employee's supervisor. The Employer shall designate the supervisor who shall be responsible for this step of the Grievance Procedure, and this supervisor shall give his or her verbal decision no later than the end of the third (3<sup>rd</sup>) working day following the discussion. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2<sup>nd</sup>) working day following the last discussion of it. The settlement shall be signed by this supervisor, and a copy of the settlement shall be given to the employee, the appropriate Union officer, and the Director of Court Operations.

**Section 5.3(d) WRITTEN PROCEDURE.**

**Step 1.** If the grievance is not settled through the verbal procedure above, it may be reduced to writing on the approved grievance form, shall state the date it was denied by the supervisor in the verbal procedure, shall be signed by the employee and his or her appropriate Union officer, and shall be presented to the Director of Court Operations; provided that such must be done no later than the end of the fifth (5<sup>th</sup>) working day following denial of the grievance in the verbal procedure, failing which it will be deemed to have been withdrawn permanently. The Director of Court Operations shall endorse the Union's copy of the grievance so filed no later than the end of the third (3<sup>rd</sup>) working day following the day of his or her receipt of the grievance, and he or she shall give a copy of his or her disposition to the employee's appropriate Union officer, who shall endorse the Director of Court Operation's copy to indicate receipt by the Union of such disposition and the date of such receipt.

**Step 2.** If the grievance is not settled in Step 1, it may be appealed by the Union President submitting the grievance to the Chief District Judge or his or her designated representative no later than the end of the third (3<sup>rd</sup>) working day following receipt of the disposition of the grievance in Step 1. The Chief District Judge or his or her representative shall endorse the Union's copy of the grievance to show the date of receipt. If the Union President requests a meeting with the Chief District Judge or his or her representative, such request shall be in writing and submitted to the Chief District Judge along with the grievance. A meeting shall be scheduled upon request within twenty (20) calendar days after the grievance is submitted, and either party may have present at such meeting its attorneys, consultants or non-employee representatives, as it shall select. The Chief District Judge or his or her representative shall give his or her written disposition of the grievance to the Union President within ten (10) working days following such meeting. If a request for a meeting is not made, the Chief District Judge or his or her representative shall give his or her written disposition of the grievance to the Union President within ten (10) working days following the day of his or her receipt of the grievance.

**Section 5.4 ARBITRATION REQUEST.** If the grievance disposition given in Step 2 is not satisfactory, the Union may elect, if the grievance is arbitrable, to take the grievance to arbitration. If it does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 2. If the Union wishes to appeal denial of a grievance, the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 2, notify the Chief Judge in writing that it elects to take the matter to arbitration.

**Section 5.5 SELECTION OF ARBITRATOR.** Within ten (10) working days of the receipt of notice of the Union's intent to arbitrate, the Parties shall attempt to agree mutually upon an arbitrator, who shall decide the grievance. If no agreement is reached, then the Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

**Section 5.6 ARBITRATOR'S POWERS.** The Employer, the employees, the Union and the independent arbitrator shall be subject to the following:

(a) The arbitrator shall be empowered to rule only on a grievance(s) which involves an interpretation, application or claim of violation of this Agreement.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate or rule upon the exercise of the Employer's rights not otherwise specifically abridged by this Agreement.

(d) The cost of arbitration shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Court shall bear the cost of arbitration if the grievance is sustained. The arbitrator's decision on an arbitrable matter within his or her jurisdiction shall be final and binding upon the employees, the Union and the Employer; provided, however, that either Party retains all legal rights to challenge arbitration and decisions thereof, where the award was procured by fraud or undue means or where the arbitrator was guilty of misconduct or exceeded his powers of jurisdiction.

**Section 5.7 DISCHARGE OR SUSPENSION.**

(a) **NOTICE OF DISCHARGE OR SUSPENSION.** The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the appropriate Union officer. The discharged or suspended employee will be allowed to discuss his or her discharge or suspension with the appropriate Union officer, and the Employer may make available an area where he or she may do so, before he or she is required to leave the property of the Employer. Upon request, the Employer or his or her designated representative will discuss the discharge or suspension with the employee and the Union officer.

(b) **APPEAL OF DISCHARGE OR SUSPENSION.** Should the discharged or suspended employee or the Union officer consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

(c) **WRITTEN REPRIMANDS.** The Employer agrees to give the appropriate Union officer a copy of any written reprimand issued.

**Section 5.8 TIME LIMITS.**

(a) If the Court representative fails to provide disposition of a grievance within any time limit set forth for him or her herein, the grievance shall be automatically advanced to the next step. Saturday, Sunday, and recognized holidays shall not be considered as working days in any part of this grievance procedure.

(b) The time limit requirements as set forth herein may be waived only by mutual consent between the Parties. Any such waiver shall be in writing and shall be signed by a representative of both the Union and the Court.

## SENIORITY

**Section 6.1(a) LENGTH OF SERVICE.** Length of service shall be defined as the length of continuous service since the employee's first (1<sup>st</sup>) date of hire with the Court, the County of Berrien or any agency thereof, for the purpose of computing benefits; e.g., vacations, accumulations of sick leave, pension, etc.

**Section 6.1(b) DEFINITION OF SENIORITY.** Seniority is defined as length of continuous service with the Employer (Fifth District Court) since the employee's most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement.

**Section 6.2 PROBATIONARY PERIOD.** All employees shall be on probation for the first six (6) months of their employment, beginning with the first day of work for the Employer. Employees on probation shall not have seniority during such period, but upon completion of their probationary periods they shall have seniority dating back to their first date of hire as a permanent employee. Probationary employees may be terminated or laid off at the sole discretion of the Employer and shall not have recourse to the grievance procedures of this

Agreement. However, if an employee is terminated or laid off during his or her probationary period and is returned to work by the Employer within sixty (60) calendar days of such layoff or termination and works at least one (1) calendar month, he or she shall be credited with the prior period of work toward completion of his or her probationary period.

**Section 6.3 TRANSFERS.** At any time during the first thirty (30) calendar days of a transfer to a position with the employer which is not included in the bargaining unit, the employee shall have the right to return to his or her former bargaining unit position. Similarly, the Employer shall have the right to return the employee to his or her former bargaining unit position within thirty (30) calendar days without recourse to the grievance procedure.

**Section 6.4 SENIORITY LISTS.**

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

(b) The Employer will keep the seniority list up-to-date at all times and will provide the Union Secretary-Treasurer with up-to-date copies upon request (but not more than four times annually).

(c) In the event that two or more employees have the same seniority date, the individual having the lowest last four digits social security number shall have ranking seniority.

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

**Section 6.5 LOSS OF SENIORITY.** Seniority shall be broken and employment terminated when an employee:

(a) Quits.

(b) Is discharged for just cause.

(c) Is absent for three (3) consecutive workdays without notifying the Court of the reason for his/her absence and without subsequent permission from the Court to be absent; provided, however, that permission will not be unreasonably withheld.

(d) Accepts other employment while on leave of absence without prior written approval from the Director of Court Operations.

(e) Fails to report to work at the termination of an authorized leave of absence without prior permission from the Director of Court Operations.

(f) Fails to return to work within fourteen (14) calendar days following receipt of notice of recall, or the date specified in the notice of recall, whichever is later.

(g) The employee provides a false reason for requesting a leave of absence.

(h) A settlement with the employee has been made for total disability.

(i) The employee retires.

(j) The employee is on layoff for a period equal to his or her length of seniority or twenty-four (24) consecutive months, whichever is shorter.

**Section 6.6 JOB POSTINGS.**

(a) Vacancies in the regular positions in the Bargaining Unit shall be posted on a bulletin board for five (5) working days. The Court may also elect to post the positions concurrent with the Berrien County job postings. Temporary vacancies or vacancies created by leaves of absence or vacations shall not be posted. For informational purposes, the posting shall contain the minimum qualifications for the job. Court employees who wish to be considered for such positions may apply in writing within the five (5) day period with the Director of Court Operations.

(b) Placement or advancement within the bargaining unit shall be based upon factors such as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled. The vacancy (position) will be awarded to the applicant, whether from within the bargaining unit or from outside, who possesses the best qualifications in the Employer's judgment, subject of due consideration being given to length of service and seniority of bargaining unit employees.

(c) An employee transferred to an equal or lower paying position hereunder shall be paid at the same experience (step) level that he or she received in his or her former classification.

(d) An employee promoted to a higher classification shall be placed at the step of the higher pay grade, which will pay the employee at least \$350.00 greater than the annual salary of his or her former classification.

## **LAYOFF AND RECALL PROCEDURE**

**Section 7.1 LAYOFF PROCEDURE.** A layoff means a reduction in the workforce due to a decrease in work or lack of funds. When it becomes necessary to lay off any employee, the Employer will notify the employee seven (7) calendar days in advance, and the following procedure shall be used:

(a) If it becomes necessary for the layoff of any employees, extra-hire and temporary employees shall be laid off first and then employees with less/least seniority.

(b) Layoffs within a classification shall be determined by seniority. An employee may bump to a previously held lower classification or to lesser classifications for which the employee is qualified with no unreasonable loss of efficiency providing the bumping employee has more seniority.

(c) Seniority for a laid-off employee shall continue to accrue for the first thirty (30) calendar days only.

(d) Benefits shall not be paid nor shall they accumulate beyond the end of the calendar month following the month in which an employee is laid off. Thereafter, an employee must pay the required insurance premiums during layoff in order to maintain insurance coverage.

**Section 7.2 RECALL PROCEDURE.** When an employee is to be recalled, the following procedure will be used:

(a) When a position is reinstated, the most senior employee on layoff who has the skill, ability, and qualifications to perform the duties of that position in the opinion of the Employer shall be recalled first.

(b) When employees on layoff are to be recalled, the Employer will send a certified letter to the last address of record in the Personnel Department, notifying the employee of his or her recall to work and the date of his or her return. This will be done even if the employee or spouse has also been contacted by phone or otherwise.

(c) An employee who fails to contact the Employer within three (3) calendar days following receipt of recall, as provided in Section 6.5, shall be considered to have quit.

(d) An employee who fails to return to work within fourteen (14) calendar days following receipt of notice of recall, or the date specified in the notice of recall, whichever is later, shall be considered to have quit as provided in Section 6.5

## **WORKWEEK**

**Section 8.1 WORKWEEK.** The workweek shall be thirty-seven and one-half (37-½) hours, so that an employee will normally have available 1,950 hours of work in a year. The Director of Court Operations shall determine the schedules of work.

**Section 8.2 WORKING DAY.** The regular full working day for all Fifth (5<sup>th</sup>) District Court employees shall consist of seven and one-half (7-½) hours per day.

**Section 8.3 FULL WORKWEEK.** The regular full workweek for all Fifth (5<sup>th</sup>) District Court employees shall be Monday through Friday.

**(a) Shift Hours.**

First Shift: 8:30 a.m. to 5:00 p.m.

Second Shift: To Be Negotiated Prior to Instituting.

Third Shift: To Be Negotiated Prior to Instituting.

**Section 8.4 LUNCH PERIOD.** Employees shall be allowed sixty (60) minutes off for lunch, to be taken at or near the midpoint of their shift.



**Section 8.5 RELIEF PERIODS (Daily Breaks).** Employees shall be entitled to a fifteen (15) minute break in the a.m., and also a fifteen (15) minute break in the p.m.; or, the first half and second half of their regular shift, whichever may apply.

**Section 8.6 OVERTIME.** An employee shall be paid overtime pay for hours worked in excess of eight (8) hours per day and forty (40) hours per week. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's regular, straight-time hourly rate.

**Section 8.7 SATURDAY COURT.** An employee shall be paid overtime pay for all time worked on Saturdays. An employee shall be paid for a minimum of two and one-half hours for Saturday work.

**Section 8.8 SCHEDULED SATURDAY WORK.** The Employer and the Union agree that the practice of members of the Bargaining Unit being able to exchange scheduled Saturday work shall continue, provided the employee exchanges with someone who is trained to do the work assigned.

**Section 8.9 COMPUTATION OF BENEFITS.** All straight time hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

## LEAVES OF ABSENCE

**Section 9.1 PAID SICK LEAVE.** Employees shall be eligible for sick leave at their regular straight-time rates of pay in accordance with the provisions of this Section. No sick leave credit shall be granted for the first six (6) months of employment. Thereafter, sick leave shall be allowed at the rate of five (5) days per year during the first two (2) years of employment and at the rate of thirteen (13) days per year thereafter. Sick leave may accumulate without limitation. Unused sick leave is not payable upon separation. Sick leave does not accrue during any Unpaid Leave of Absence including a Medical Leave of Absence, during a suspension without pay, and during a layoff.

(a) Employees shall report their absences before or at the beginning of their normal working day by using a designated telephone number, or as otherwise may be determined by the Director of Court Operations.

(b) An employee eligible for sick leave with pay may use such sick leave, when arranged for and approved by the Director of Court Operations or his or her designee, when the employee is absent because of sickness or injury. Employees may be required to furnish satisfactory evidence of illness, where illness exceeds three (3) working days. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this Section.

(c) An employee may use accumulated sick leave, when approved by the Director of Court Operations, for unusual circumstances or emergencies that may exist in the immediate family or for personal medical or dental appointments.

**Section 9.2(a) PERSONAL LEAVE OF ABSENCE.** Employees may be granted a Personal Leave of Absence without pay or benefits at the discretion of the Employer. A request for a Personal Leave of Absence shall be in writing on the required form and signed by the employee. Requests for a Personal Leave of Absence should normally be filed at least thirty (30) days before such leave is desired. Personal Leaves of Absence shall ordinarily not exceed sixty (60) calendar days. Extensions may be granted for an additional thirty (30) calendar days.

If an employee does not return to work at the end of the approved leave of absence, the employee shall be considered as having voluntarily quit, as provided in Section 6.5 (c) and (e), above, unless contrary arrangements had been made with the Employer.

**Section 9.2(b) LEAVE OF ABSENCE - MEDICAL.** Employees shall be granted a leave of absence for medical or physical reasons for a period not to exceed one (1) year. The employee must request leave with valid proof that such a leave is warranted. Employees must exhaust all their accumulated sick leave prior to the granting of a medical leave of absence. Said leave will be without pay and benefits (except seniority). Seniority shall accrue during such leaves.

Employees may be granted a medical leave of absence in accordance with the applicable state and federal Family and Medical Leave Act. Said leave will be without pay and benefits except seniority and medical insurance benefits as required by the Family and Medical Leave Act.

**Section 9.2(c) SENIORITY, SICK LEAVE, VACATION AND PENSION ACCRUALS.** Sick leave, vacation, and credited pension time does not accrue during any unpaid Leave of Absence. Seniority shall accrue for the first thirty (30) days only on such leaves.

**Section 9.3 BEREAVEMENT LEAVE.** In case of death of an employee's spouse, children, grandchildren, or parents, the employee shall be granted five (5) working days leave of absence with pay to attend the funeral and to take care of pre and post funeral arrangements.

In case of death in his or her extended family an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) working days. Extended family shall be defined as grandparents, sisters, brothers, step-parents, step-sisters, step-brothers, step-children, brother-in-law, sister-in-law, and his/her spouse's parents, spouse's grandparents, or any other relative residing in the employee's household.

Additional bereavement time may be granted upon request to an employee by the Director of Court Operations.

**Section 9.4 PERSONAL LEAVE DAY.** An employee may take one (1) personal leave day per anniversary year. Such personal leave day will not be subtracted from accumulated sick leave; the personal leave day may not be taken in conjunction with a paid holiday or scheduled vacation unless approved by the Director of Court Operations.

## HOLIDAYS

**Section 10.1 HOLIDAYS.** For the purpose of this Agreement the following days shall be recognized as holidays.

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Spring Holiday	Good Friday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Extra Christmas Holiday	Varies*
Christmas Day	December 25

\*The Extra Christmas Holiday is to be the last working day before the day on which Christmas is celebrated, except when said day is Monday or Thursday in which case the extra Holiday will be the day after Christmas is celebrated.

If any of the above holidays falls on a Sunday, then the Monday following shall be considered as the legal holiday. If any of the said holidays falls on Saturday, then the Friday preceding shall be considered as the legal holiday. No holiday pay will be paid to an employee for any holiday while he or she is on an unpaid leave of absence, or while he or she is absent without pay due to disability, or while he or she is laid off.

**Section 10.2 HOLIDAY ELIGIBILITY.** In order to be eligible for such holiday pay, an employee must work the full number of scheduled work hours on the last scheduled workday before and the first scheduled workday after the holiday, unless excused in writing by the Employer.

**Section 10.3 HOLIDAY DURING PAID LEAVES.** Holidays falling within the period of vacation leave or sick leave shall not be counted as workdays in computing such leave.

**Section 10.4 CHANGE IN HOLIDAYS.** If any of the above holidays are changed during the term of this Agreement through legislation and/or State Court Administrative Order, it is agreed by the Parties to amend said holiday schedule to conform with said legislation and/or State Court Administrative Order.

## VACATIONS

**Section 11.1 VACATION ELIGIBILITY.** Eligibility for vacations will be based on years of service, as established by the payroll records.

**Section 11.2 VACATION BENEFITS.**

(a) Vacation leave will accumulate per pay period according to the following schedule.

- 2.9 hrs. per pay period - Date of Hire to 4th Anniversary.
- 4.4 hrs. per pay period - Beginning the Employee's 4th Anniversary.
- 5.8 hrs. per pay period - Beginning the Employee's 14<sup>th</sup> Anniversary.
- 7.2 hrs. per pay period - Beginning the Employee's 20<sup>th</sup> Anniversary.

(b) It is expressly agreed that any employee may not use or be compensated for any vacation until after the completion of one (1) year of continuous employment.

(c) Vacation leave may accumulate up to but not exceeding two hundred twenty-five (225) hours or thirty (30) days.

**Section 11.3** Three point seven five (3.75) additional vacation hours will be awarded to an employee who has not used sick time or been late during each calendar quarter.

**Section 11.4 VACATION SCHEDULING.** Vacation time off will be approved by the Director of Court Operations upon receiving a request in writing. The Director of Court Operations shall determine the number of employees who may be absent at any one time from the Court, and vacations shall be scheduled on the basis of the date the request is received, or, if two requests are received on the same date, on the basis of seniority.

## INSURANCE AND PENSION

**Section 12.1 HEALTH CARE INSURANCE.** The Employer shall maintain hospitalization and medical insurance for employees and their dependents. This insurance shall provide coverage as outlined in Appendix "C". The employees shall contribute ten dollars (\$10.00) per pay period toward the cost of health insurance. Coverage shall begin after the employee has completed ninety (90) days of continuous employment for the court. This subsection shall be subject to a reopener at the request of the employer if a national health care insurance plan becomes effective during the term of this agreement.

**Section 12.2 LIFE INSURANCE.** The County shall pay to a reputable insurer of its choosing the required premium to provide group term life insurance coverage in the amount of \$25,000.00 to all full-time general employees covered by this Agreement. Coverage shall begin after the employee has completed ninety (90) days of continuous employment, and it remains in effect through the employee's last day of work.

**Section 12.3 INSURANCE CARRIERS.** The County reserves the right to change insurance carriers both with respect to the group hospitalization and the group term life insurance, as long as coverage is continued as outlined in Section 1 in Appendix "C", and as long as all employees retain coverage for pre-existing conditions which occurred while covered by any county health insurance plan.

**Section 12.4 BENEFITS IN ACCORDANCE WITH POLICIES.** All hospital/health care insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies and if any such insurance provisions of this agreement are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

**Section 12.5 CONTINUATION/TERMINATION OF INSURANCE COVERAGE.** Insurance coverage continues through the employee's last day of work. Employees who terminate their employment may continue insurance coverage by paying the actual cost of such coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Employees who are on leaves of absence without pay or on suspension without pay may continue insurance coverage by paying the actual cost of such coverage for the duration of the leave of absence without pay or suspension without pay. Failure to prepay any month's premium to the personnel department by the fifteenth (15<sup>th</sup>) of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be



continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

**Section 12.6 HEALTH CARE INSURANCE FOR RETIREES.** Employees who retire under the auspices of the county retirement system, by moving directly from active status to retired status may elect to be covered under the hospitalization, surgical, medical plan offered to county employees, provided they pay fifty percent (50%) of the medical insurance premium. Retirees may also elect to have dependent medical insurance coverage provided they pay the entire insurance premium, less fifty percent (50%) of the premium for a single employee.

**Section 12.7 SICKNESS AND ACCIDENT INSURANCE.** After an employee's sick leave days are exhausted, a benefit of \$100 for 26 weeks is provided for disability. Longer-term total and permanent disability benefits may be available to employees under the terms of the County Employees Amended Retirement Plan, but subject to the eligibility terms and conditions thereof.

**SECTION 12.8 PENSION PLAN.** All Court Employees are required to be members of the Berrien County Employees Amended Retirement Plan. (a) Employees contribute four percent (4%) of gross wages to the plan. (b) Employees contribution shall be tax deferred. (c) Current pension plan benefits which may not be reduced during the term of this agreement include, but are not limited to: (1) a multiplier of two percent (2.0%) until the age retiree is eligible for full social security benefits. At which time, the multiplier is reduced to one point seven percent (1.7%) and, (2) allowing the use of up to six (6) months of unused sick leave to be rolled over into the pension computation at the time of retirement. (d) If an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance. (e) Effective January 1, 1994, vesting will occur after five (5) continuous years of credited service.

## MISCELLANEOUS

**Section 13.1 CAPTIONS.** The captions used in sections of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

**Section 13.2 BULLETIN BOARDS.** The Union may use the existing bulletin boards provided in the Fifth District Court for posting notices of the following types; provided, however, the Employer reserves the right to police these bulletin boards for offensive and controversial matters:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Notices of interest to the Union.

**Section 13.3 VETERANS' RIGHTS.** Re-employment rights of veterans will be in accordance with applicable state and federal law.

**Section 13.4 SPECIAL CONFERENCES.** Special conferences for important matters, including safety, will be arranged at the mutual consent of the Parties between the Union President and the Employer or its designated representative at mutually convenient times and places, when there are important matters to discuss. Such meeting shall be between a maximum of two (2) representatives of the Employer and a maximum of two (2) representatives of the Union. 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 special conference shall be confined to those included in the agenda. This meeting may be attended by one (1) additional representative of the Fifth District Court and/or of the Union.

**Section 13.5 PHYSICAL EXAMINATIONS.** New employees shall be, and other employees may be, required to submit to a physical examination by a physician designated by the Employer. The expense of such examination shall be borne by the Employer. The purpose of any such examination shall be to determine whether the employee meets the minimum standards of fitness required for the employee's job classification.

**Section 13.6 RATES OF NEW JOBS.** When a new job is established and cannot be properly placed in an existing classification, the Employer will establish the new classification and wage rate structure and will notify

the Union. In the event the Union does not agree within ten (10) working days that the classification and rates are proper, the Union shall have the right to submit the issue to the grievance procedure.

**Section 13.7 JOB CLASSIFICATION AND RATES.**

(a) The classifications and pay grades for employees covered by this Agreement are established as set forth in Appendix "A", attached hereto. All rates of pay are set forth in Appendix "B" and are based upon seniority, defined in Section 6.1 of this Agreement. Advancement from one Step to another shall be upon the approval of the Director of Court Operations. Denial of a merit increase shall be subject to the grievance procedure.

**Section 13.8 SEMINARS/CONFERENCES.**

(a) An employee who wishes to attend a work-related seminar or conferences must:

1. Get prior approval from the Director of Court Operations.
2. Furnish written information to the Director of Court Operations where the meeting is going to be held, what subject matter is to be covered, the costs involved, and how many working hours he or she needs to be absent in order to attend.

(b) If approval is granted:

1. The Employer will pay the expenses incurred in accordance with County Policy.
2. Employees who attend an approved seminar/ conference during working hours shall not suffer any loss of pay or benefits.
3. An employee will not be granted overtime for attending said seminars/conferences outside of regular working hours.

**Section 13.9 EDUCATION - WORK RELATED.**

(a) An employee who wishes to attend a work-related class must:

1. Get prior approval from the Director of Court Operations.
2. Furnish written information to the Director of Court Operations where the class is going to be held, what subject matter is to be covered, the costs involved, and how many working hours he or she needs to be absent in order to attend.

(a) If approval is granted:

1. Upon employee's filing written proof of passing or completion of said course, the Employer will reimburse the employee for the tuition or books (costs of the class) in accordance with County Policy.
2. Employees who attend an approved class or course during working hours shall not suffer any loss of pay or benefits.
3. An employee will not be granted any overtime for attending said class or course outside of regular working hours.

**Section 13.10 MILEAGE.** Reimbursable mileage shall be as set by the board funding unit.

**Section 13.11 WEATHER CLOSINGS AND EMERGENCY EVACUATIONS.**

(a) **Court Closed or Evacuation Ordered.** Should the Court close due to weather conditions or should employees be ordered to evacuate the building, the employee shall not suffer any loss of pay or benefits for the working hours involved.

(b) **Court Open.**

1. **Absenteeism Due to Weather Conditions.** If Court is open and an employee cannot report for work because of weather conditions and/or treacherous roads, sick leave or vacation time may be used for said absence. If all sick leave and vacation time has been used, the employee's pay will be reduced accordingly.

2. **Tardiness Due to Weather Conditions.** All employees are expected to make up lost time for tardiness due to weather conditions within the same pay period, or they may elect to use sick leave or vacation time

to compensate for time lost due to such weather condition. If all sick leave and vacation time has been used, the employee's pay will be reduced accordingly.

**Section 13.12 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 consolidation employer.

**Section 13.13 SUBCONTRACTING.** The Court agrees that during the term of this Agreement no subcontracting of any bargaining unit work will be performed, if such subcontracting will result in a layoff of bargaining unit members.

**Section 13.14 VOLUNTEER COURT ASSISTANCE.** The employer may maintain a volunteer court assistance program recognizing that it is not the intent of the employer that participants in the program will replace bargaining unit employees but rather will support and assist bargaining unit employees in accomplishing the mission of the court.

**Section 13.15 SEPARABILITY.** If any section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 13.16 WAIVER.** It is the intent of the Parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such Parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted.

The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing and signed by the Parties hereto.

The Parties 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 agreements arrived at by the Parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or governed in this Agreement, or with respect to any subject or matter not specifically referred to or governed in 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 they negotiated or signed this Agreement.

## **PROHIBITIONS**

**Section 14.1 NO STRIKE - NO LOCKOUT.** The Union agrees that during the term of this Agreement there shall be no interruption of service, for any cause whatsoever, by the employees it represents; nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket Employer premises. The Union further agrees that there shall be no strikes, sit-down, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees. Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this section shall be construed as a waiver of any such right to which either party is entitled under P.A. 379 (1965), as amended, of the State of Michigan.

## **DURATION OF AGREEMENT**

**Section 15.1 DURATION.** January 1, 1994 - December 31, 1996 (three years).

## DISTRIBUTION OF AGREEMENT

**Section 16.1** The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

# APPENDIX "A"

## FIFTH DISTRICT COURT EMPLOYEES BARGAINING UNIT CLASSIFICATION AND GRADE TABLE

<u>Classification</u>	<u>Grade</u>
District Court Clerk I	G03
District Court Clerk II	G04
Assistant Supervisor	G05
Rehabilitation Services Coordinator	G05
Finance Officer - District Court	G06

# APPENDIX "B"

## FIFTH DISTRICT COURT

### INDEPENDENT UNION

#### GRADE 3

1-1-94 and remains through 12-31-95.

Step 0	\$13,464
Step 1	\$14,137
Step 2	\$14,844
Step 3	\$15,586
Step 4	\$16,365
Step 5	\$17,184
Step 6	\$18,043
Step 7	\$18,945

#### GRADE 4

<u>1-1-94</u>	<u>1-1-95</u>
Step 0	\$16,054
Step 1	\$16,867
Step 2	\$17,707
Step 3	\$18,595
Step 4	\$19,522
Step 5	\$20,498
Step 6	\$21,523
*Step 7	\$22,392

#### GRADE 5

<u>1-1-94</u>	<u>1-1-95</u>
Step 0	\$17,587
Step 1	\$18,512
Step 2	\$19,485
Step 3	\$20,510
Step 4	\$21,588
Step 5	\$22,668
Step 6	\$23,802
*Step 7	\$24,764

April 21, 1994

**GRADE 6**

<u>1-1-94</u>		<u>1-1-95</u>	
Step 0	\$19,350	Step 0	\$19,350
Step 1	\$20,722	Step 1	\$20,722
Step 2	\$21,758	Step 2	\$21,758
Step 3	\$22,847	Step 3	\$22,847
Step 4	\$23,418	Step 4	\$23,418
Step 5	\$24,002	Step 5	\$24,002
Step 6	\$25,204	Step 6	\$25,204
*Step 7	\$26,222	Step 7	\$26,484

\* The increases at Step 7 in Grades 4, 5 and 6 retroactive to 2-1-94.

Employees move on steps on their anniversary date within year 1994 and 1995. Employees' anniversary dates shall be their original date of hire with the Fifth District Court.

An employee who is at Step 7 in Grades 4, 5 and 6 on 1-1-95 will receive a bonus in 1995 equal to 1 ½% of his/her annual wage to be earned and paid in 26 bi-weekly installments. This bonus is not to be included in the wage scale.

Wage reopener for 1996.

April 21, 1994

CONTRACT/INDAPPB.DOC



# APPENDIX "C"

## BERRIEN COUNTY

### COMPREHENSIVE MAJOR MEDICAL PLAN

#### SCHEDULE OF BENEFITS

Deductible	\$150 Individual \$300 Family
Co-Payment	10%
Maximum Co-Payment	\$ 600 Individual \$1,200 Family
Maximum Annual Cost	\$ 750 Individual \$1,500 Family
Hospital Precertification	Required; or 20% Reduction
Second Surgical Opinion	Required; or 20% Reduction
Prescriptions	90% After the Deductible
EMPLOYEE CONTRIBUTION	\$10 PER PAY PERIOD
CHIROPRACTIC CARE	36 REIMBURSABLE VISITS PER CALENDAR YEAR PER COVERED INDIVIDUAL
OUTPATIENT SUBSTANCE ABUSE	90/10 REIMBURSEMENT SUBJECT TO STATE REIMBURSEMENT LEVELS 2 COURSES OF TREATMENT PER ENROLLEE PER LIFETIME
TIE TO PRIOR CARRIER	EFFECTIVE FEBRUARY 1, 1993, THERE IS NO BENEFIT TIE BETWEEN THE CURRENT HEALTH INSURANCE COVERAGE PLAN AND THE PREVIOUS PLAN OFFERED BY HOME LIFE INSURANCE CO.

CONTRACT/INDAPPC.DOC

February 22, 1994

## **LETTER OF UNDERSTANDING**

### **Between the Judges of the Fifth District Court and the Fifth District Court Independent Union.**

This letter of understanding gives a general interpretation of the possible use of sick leave under Section 9.1(c) of this agreement. Per that section the final approval is within the discretion of the Director of Court Operations, and therefore, each request must be reviewed on an individual basis.

"Immediate family" is generally defined as in the bereavement Section 9.3. "Unusual" or "emergency" is generally defined as not routine and/or needing immediate action.

A few examples of past use under this section have been:

1. Illness of minor child; 2. Medical appointments of a family member (which cannot be delayed or scheduled outside office hours) where the employee is responsible for transportation; 3. The day of surgery of the family member.

April 21, 1994

CONTRACT/LETTUND.DOC


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


JUDGES OF THE FIFTH DISTRICT  
COURT OF BERRIEN COUNTY


FIFTH DISTRICT COURT  
INDEPENDENT UNION


  
David M. Peterson, Chief Judge

  
Sandy Sech, President


  
Lynda A. Tolen,  
Chief Judge Pro Tempore

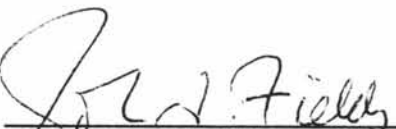
  
Cathryn Ashley Mock,  
Vice-President

  
Hugh W. Black, Judge

  
Carol O'Riley,  
Secretary-Treasurer

  
Daniel R. Deja, Judge

  
George M. Maurer, Jr.,  
Attorney

  
John N. Fields, Judge

