

clerk

# **LABOR AGREEMENT**

**BETWEEN**

**81ST DISTRICT COURT**

**AND**

**RECEIVED**

**AUG - 1 2008**

**NANCY J. HUEBEL  
IOSCO COUNTY CLERK**

**UNITED STEELWORKERS**

**AFL-CIO•CLC**

**LOCAL 15157-17**

**EFFECTIVE: January 1, 2008, through December 31, 2010**

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## AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and commencing the 1st day of January, 2008, and remaining in force and effect through the 31st day of December, 2010, except as otherwise stated herein, by and between the 81st District Court for the Counties of Arenac and Iosco, hereinafter referred to as the "Employer", and the United Steelworkers, AFL-CIO-CLC, on behalf of Local Union 15157-17, hereinafter referred to as the "Union."

### SECTION I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in regard to wages, hours and other terms and conditions of employment, for all full-time and regular part-time secretarial and clerical workers, deputy clerks, deputy magistrates, and probation officer, but excluding all supervisors, as defined in the Act, the probation officer director, the court recorder, elected officials, and confidential employees.
- B. The Employer reserves the right to hire or use the services of persons whose positions are funded in the whole or in part by the State, Federal, and local government, or any of its agencies, to perform bargaining unit work. These government sponsored positions include, but are not limited to, co-op students, JTPA persons, Social Service referrals, Youth Corp., person on diversion, etc. Also, the Employer may use jail inmates to do bargaining unit work. Such persons may be covered by this Agreement unless specifically required otherwise by the funding source.
- C. It is mutually recognized that the Union Bargaining Team for the 81st District Court Workers' and/or the United Steelworkers representative, will represent all employees, covered by this Agreement, for the purposes of the grievance procedure hereinafter defined. In the absence of the Union Steward, an alternate may be appointed.
- D. Upon receiving permission from the Employer, the Union Steward, during working hours, without loss of time or pay, may investigate reported grievances and the Union Steward may present said grievances to the Employer as herein defined.

## **SECTION II - 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.

## **SECTION III - AGENCY SHOP**

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters.
- B. The Employer agrees to deduct Union dues or Union Representation fees from employee's paychecks to become effective the first payday of the month following the employee's successful completion of ninety (90) days employment, as defined herein. The Union dues or Representation fees shall be sent to the Union's designated officer.
- C. The Employer agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes the probation period of employment, as provided herein. This one-time deduction shall be made on the first payday of the month following the employee's successful completion of the probationary period. Upon completion of the probationary period, membership in the Union or compliance with payment of the Representation fee shall be a condition of continued employment. The Union shall notify any employee who has not paid his/her dues or Representative fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or Representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission.
- D. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay or Union dues or Representation fees and Initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this contract or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

#### SECTION IV - CHECK-OFF

- A. Temporary, seasonal, substitute, probationary, and government sponsored employees shall not be required to pay Union dues or a Representation fee, except as otherwise provided in this Agreement. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit either the Union's dues or Representation fee, subject to all of the following conditions.
- B. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject or any interpretation(s) thereof, and provide such forms to the Employer.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a Representation fee equal to dues upon receipt by the Employer of a signed written card. Said sums shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- D. The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay to cover such obligation. In the event, payment will be deducted from the next available paycheck. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within 30 calendar days after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- F. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or Representation fees to be deducted from the wages of the employee in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to Employer in the event that an increase in the Union dues or Representation fee is made.
- G. All Check-Off Authorization Forms shall be filed with the District Judge, who may return any incomplete or incorrectly completed form to the Union's designated Financial Officer, and no check-off shall be made until such deficiency is corrected.

## SECTION V - MANAGEMENT RIGHTS

- A. Except as in this Agreement otherwise specifically and expressly provides, the Employer, on its own behalf and on behalf of the public it serves, retains the sole and exclusive rights to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire, to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service, to determine the size of the work force and to increase and decrease the number of employees retained, to establish classifications of work and the number of personnel required within each such classification, to determine the nature and number of facilities and departments to be operated and their locations, to determine the location of work assignments, to adopt, modify, change or alter its budget, to discontinue, combine or reorganize any or all parts of its operations, to determine the number of supervisors, to direct and control operations to maintain order and efficiency, to continue and maintain its operations as in the past, to study and use improved methods and equipment and outside assistance, either in or out of the Employer's facilities, including subcontracting, and in all respects to carry out the lawful, ordinary and customary functions of the judicial arm of the government. All such rights are vested exclusively in the Employer. Disputes under this subsection shall be subject to the Grievance Procedure established in this Agreement but shall not be subject to Arbitration.
- B. Except as this Agreement otherwise specifically and expressly provides, the Employer shall also have the right to promote, demote, assign, transfer, lay off and recall personnel, to establish reasonable work rules and fix and determine penalties for violations of such rules, to suspend, discipline and discharge employees for just cause, to make judgments as to ability and skill, to determine workload, to establish and change work schedules and hours, and to provide and assign relief personnel provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.
- C. The parties recognize the Constitutional, statutory and inherent powers of the court to manage their affairs, to administer justice and to run the business of the Court. They further recognize the necessity that a Judge be able to maintain confidence in all employees on the staff or closely associated with the Judge.
- D. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

- E. The Employer retains the right to establish reasonable work rules.
- F. Notwithstanding any other provisions in the contract, the Court reserves all statutorily created responsibilities and privileges.

#### **SECTION VI - SPECIAL CONFERENCES AND WORKSHOPS**

- A. Special conferences for important matters will be arranged between the Unit President of the Union and the Employer, or its designated representative, upon request of either party and agreement of both parties.
- B. Arrangements for such special conference 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. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to, in any way, modify, add to, or detract from the provisions of this Agreement, unless agreed to in writing by duly authorized representatives of both parties.
- C. Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons, however, employees shall be paid while attending a special conference, but only if held during their normal working hours. This meeting may be attended by a Representative of the International Union.
- D. The Employer may provide the opportunity for employees to attend conferences and workshops available which are related to the operation of the Court. All authorized and documented expenses related to such attendance shall be paid by the Employer.

#### **SECTION VII - GRIEVANCE COMMITTEE MEMBER AND ALTERNATE**

- A. Grievance Committee members will be elected by the rules of the Union.
- B. During working hours, not to exceed one (1) hour per day or two (2) hours per week, one (1) Grievance Committee member, without suffering loss of time or pay and in accordance with the terms of this section, may investigate and present grievances to the Employer, upon receiving permission from his/her supervisor. The privilege of the Grievance Committee members leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The supervisor may require the Grievance Committee member to investigate



and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the workforce cannot be adequately covered during the time the Committee person desires to investigate and/or present the grievance.

## **SECTION VIII - UNION BARGAINING TEAM**

- A. The Union bargaining team will consist of not more than two (2) court employees and an outside representative. The Union will furnish the Employer with a written list of the bargaining team prior to the first bargaining meeting, and update that list as replacements may be made.

## **SECTION IX - GRIEVANCE PROCEDURE**

- A. "Grievance" as used in this Agreement is a complaint or dispute which involves an interpretation of the application of, or non-compliance with the collective bargaining agreement. "Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance."
- B. All grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.
- C. The exclusive method for resolving all grievances arising out of this Agreement shall be as follows:

Step 1. The Union shall present the grievance in writing to the employee's supervisor or the Employer's designated representative within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, or seven (7) working days from the date when the employee should reasonably have known of the occurrence. The grievance shall meet the definition of a "grievance" as set forth above. The supervisor, or Employer's designated representative, shall have ten (10) working days to answer in writing, with a copy of the answer being provided to the appropriate Grievance Committee person.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the Union may appeal the grievance to the District Judge, or his designee, by filing the written appeal within seven (7) working days of receipt of the Step 1 answer. The Judge, or his designee, the employee and the Grievance Committee person shall meet within ten (10) working days following the receipt of the appeal. Either party may have non-employee representatives present if desired. Such outside representation shall be limited to the Union's attorney

and/or business representative, and the Employer's labor consultant. The Judge, or his designated representative, shall then answer the grievance in writing within ten (10) working days following this meeting. A copy of the answer shall be given to the Grievance Committee person.

Step 3. If the grievance is not resolved in Step 2, the Union may appeal the grievance to Arbitration by notifying the supervisor and District Judge of the desire to arbitrate within ten (10) working days following receipt of the Step 2 answer. If the parties cannot agree upon an arbitrator, they shall select one through the Federal Mediation and Conciliation Service (FMCS) according to its rules. The decision of the arbitrator shall be final and binding upon all parties. The fees and expenses of the arbitrator and FMCS shall be shared equally by the parties, except that each party shall be responsible for any costs associated with producing its own witnesses, witness testimony, their representative and legal counsel.

- D. With respect to the processing disposition or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, or any grievance or other matter, shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer.

The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representative involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievances.

- E. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. His powers shall be limited to deciding whether the Employer has violated the expressed Articles and Sections of this Agreement, it being understood that any matters not specifically set forth herein remain within the reserved rights of the Employer. The Arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. Also, the Arbitrator shall not have the power to rule any claim arising under an insurance policy or retirement claim or dispute, or to issue a ruling modifying any matter covered by a statute or ordinance. If the issue of arbitrability is raised, the Arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. Any award of the Arbitrator for a continuing

violation of this Agreement shall not be retroactive prior to the time the grievance was submitted in writing. The Arbitrator shall have no power to establish wage scales or change any wage. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the County.

Any award of back wages by the Arbitrator shall not be retroactive any earlier than ten (10) days prior to the time the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the Employer, less any and all compensation, including unemployment compensation, that the employee has received, or reasonably could have received, from any other source.

- F. When remedies are available for any complaint and/or grievance of an employee through an administrative or statutory scheme or procedure, such as but not limited to, a Veteran's Preference hearing, Civil Rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

#### **SECTION X - NO STRIKE CLAUSE**

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-downs, stay-in, slow-down, curtailment of work, concerted use of paid or unpaid work time, restriction of work, or interference with the operations of the Employer. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or picketing or refusal to perform work because of a labor dispute between the Employer and any other labor organization whether or not the other labor organization establishes a picket line.

The Union agrees it will take prompt affirmative action to prevent or stop strikes, work stoppages, slow-downs or work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this section, provided that the discipline may be the subject of a grievance under the Grievance Procedure. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction in addition to any other remedies it may have.

The Employer in consideration of the Union and employees observance of the above agrees not to lockout employees. This provision shall not apply in the event of any violation of the No Strike Clause set forth above.

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 the collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each one thoroughly 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.

#### **SECTION XI- COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate and in any event, the County shall not be required to pay back wages prior to ten (10) days prior to the date the written grievance was filed.

#### **SECTION XII- SENIORITY**

- A. For the purpose of seniority, the location of where the employee works (Standish or Tawas City), will not be a factor.
- B. New employees hired into the bargaining shall be considered probation employees for the first six (6) months of their employment unless this period is extended by the Employer. This extension, if made, shall be made or granted with a written explanation to the Union and the employee, and shall not last more than ninety (90) days. Upon completion of their probationary period, employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire.

“Seniority” as described in paragraph C. shall be clarified to mean “90 calendar days of their employment” except for permanent part-time employees who shall be probationary employees for the six (6) months from hiring into the bargaining unit (and with similar 90-day extension option to the employer).

- C. The Union may represent probation employees for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment and other conditions of employment, except for discharge, dismissal or lay-off of probationary employees for other than Union activity.

- D. Substitutes may be hired to replace employees on sick leave or leave of absence. Employees shall not accumulate seniority while working on a substitute basis, except as provided below. This position need not be posted. Temporary employees may be hired for up to six months to meet increased workload needs.
- E. Should a full-time substitute become a full-time permanent employee without a break in service, the period served on a substitute basis shall be pro-rated based upon one (1) year seniority credit for each 2080 hours worked as a substitute. The employee's seniority and all benefits under this Agreement shall be based upon the employee's new seniority date.
- F. An employee shall lose his/her seniority under the following circumstances:
  - 1. If he/she resigns.
  - 2. If he/she is discharged and such discharge is not reversed through the grievance procedure.
  - 3. If he/she fails to return to work within five (5) working days after being called from a layoff as set forth in the recall procedure.
  - 4. If he/she is laid off for a continuous period in excess of two (2) years.
  - 5. If he/she retires.
- G. The Employer will furnish to the Union an up-to-date seniority list upon request. Such list shall include the names of the bargaining unit employees, their job titles and seniority dates.

### **SECTION XIII - LAYOFF AND RECALL**

- A. The Union shall be notified in advance of any anticipated layoff to allow time to work closely with the employer, and a special conference may be called.
- B. If it is necessary to reduce the work force, the following procedure will be followed:
  - 1. Whenever possible employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. In cases of emergency no less than seven (7) calendar days notice of layoff shall be given. The Employer shall furnish a copy of such notice to the Union immediately.
  - 2. Temporary and substitute employees shall be laid off first.

3. Seniority employees serving trial periods in the classification being reduced shall be laid off in order of their date of entry into the classification and shall be reduced to their permanent classification, seniority permitting, employees who "bump" other employees as set forth below, will be paid the rate of pay established for the new job taken by the employee.
4. Seniority employees who have completed the trial period for the classification being reduced, shall be laid off in order of their Court seniority and may elect to displace lower seniority employees in the same classification in another section of the Court, provided however, that a greater seniority employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position.
5. Seniority employees who have completed the trial period for the classification which is being reduced and which is part of a promotional series as hereinafter provided may, if laid off, elect to displace lower seniority employees. Employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position.
6. An employee who cannot be placed in another position in his classification or in his classification series in accordance with the above procedure may elect to displace a lower seniority employee in an equal or lower paying classification in his own department, or if none, in another department, provided, however, that a greater seniority employee shall not displace a lesser seniority employee from a position unless he/she is able to perform the work of that position. It shall be presumed that an employee who passes his/her probationary period in another classification is able to perform the work of that classification. An employee may displace a lower seniority employee in a higher paying classification if the bumping employee has previously performed work in a higher classification and is able to perform the work of the higher classification without a trial period.
7. Employees who are laid off from their permanent classification in accordance with the above procedure shall have their names listed on a re-employment list for that classification in order of their seniority.
8. Employees who desire to "bump" other employees as set forth above rather than take a layoff, must notify the Employer within twenty-eight (28) hours of the notification of layoff, of their desire to bump in lieu of layoff.

- C. **Recall:** Recall rights for an employee shall expire if he/she is laid off for a continuous period equal to his length of seniority.
- D. When an increase in force occurs and there are employees on layoff, the following rules shall apply:
1. A notice of all job openings will be sent to laid off employees and the Union.
  2. Insofar as possible, employees will be returned to the department where they were working prior to layoff.
  3. Employees whose names appear on the re-employment list for the classification being increased shall be re-appointed to that classification according to seniority.
  4. Laid off employees who are not recalled after the completion of the above procedure may elect to accept employment in a vacant position in a lower classification of the series to which their classification belongs.
  5. Recall will be written certified notice, return receipt requested, to the employee's last known address on file with the Court and shall require that the employee report for work within five (5) days after the date of delivery or proof of non-delivery. Failure to respond within the aforementioned time will be considered as voluntary resignation. It shall be the employee's responsibility to notify the employer of any change of address.
  6. No laid off employee shall be required to take a temporary position if he/she has obtained interim employment elsewhere, except as provided in subparagraph 7. below. Should the temporary position become permanent, the employee shall be notified again and be given first preference to that position.
  7. Should an employee have accepted interim employment elsewhere during his layoff and should said employee respond as required in Paragraph 5. above, he/she shall be allowed to give his/her interim employer a two (2) week notice of resignation before returning to the Court employment. Notice shall be given to the interim employer on the next regular business day.
  8. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed

to report for work within the required time limit, he/she shall not thereafter be displaced by such greater seniority employee.

9. Independent of any recall rights as defined by this section, laid off employees shall have promotional rights as defined in the terms of this Agreement.
10. Any dispute between the Union and the Employer shall be subject to immediate negotiation at a special conference, and are proper subject for the grievance procedure as set forth in this Agreement.

#### **SECTION XIV - PROMOTIONS AND TRANSFERS**

- A. All vacancies, transfers and promotions shall be filled, when deemed necessary, by the Employer.
- B. Any full-time, or regular part-time employee who wished to be considered for said vacancy, transfer, or promotion shall notify the Employer before the end of the posting period, as provided below.
- C. Notices of vacancies, transfer openings and promotions occurring in the bargaining unit will be posted by the Employer for a period of five (5) days.
- D. When filling any vacancy, transfer or promotion the Employer shall take into consideration seniority, past job performance, ability to perform the new job functions, and/or adaptability. In the event two (2) or more employees are equally qualified in the judgment of the Employer, then the employee with the greatest amount of seniority shall be given preference. In the event the Employer selects no employee, the Employer will hire from outside the bargaining unit.
- E. Any seniority employee taking a transfer within the bargaining unit, or filling a new vacancy within the bargaining unit, shall be allowed a thirty (30) day trial period to determine whether he/she wishes to remain in said position. Further, this thirty (30) day trial period shall serve as a probation period to determine whether or not he/she can satisfactorily perform the new job.
- F. Any seniority employee taking a promotion shall be allowed a ninety (90) day trial/probation period to determine the employee's ability to perform the job, and his/her desire to remain in said position. An employee promoted to Deputy Magistrate shall be allowed six a (6) month trial/probation period.



- G. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to his former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactorily in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she had been promoted without loss of seniority. Any employee who decides not to take the transfer or promotion, or who fails the probationary period, shall be returned to the position held immediately prior to the transfer or promotion without any loss in benefits, wages or seniority.
- H. Employees of Iosco County and Arenac County not covered by this Agreement, who are promoted or transferred into the bargaining unit covered by this Agreement, shall retain their anniversary date for purposes of vacation and longevity determination under this Agreement. In no event shall such benefits exceed those allowable under this Agreement.

#### **SECTION XV - VETERANS AND MILITARY SERVICE**

- A. The Employer shall adhere to all mandatory State and Federal laws dealing with military leave of absence.
- B. All non-probationary employees covered by this Agreement who have reserve status in the Armed Forces of the United States or membership in the Michigan National Guard, and who are called to participate in training sessions, shall be permitted leave for this purpose. The employee shall furnish to the Employer, in writing, a statement of the total amount of government base pay wage received for this service during the period. If such government wage does not equal the employee's usual salary, the employee shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for such training.
- C. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his/her military service in accordance with the Veteran's Preference Act.

#### **SECTION XVI - LEAVES OF ABSENCE**

- A. Employees may be eligible for leaves of absence without pay or benefits after their probationary period is completed, but no sooner than completion of two (2) full years of service or employment.

- B. Any request for a leave of absence shall be submitted in writing by the employee to the Judge. The request shall state the reason for the leave of absence and the length of time of same.
- C. Any request for a leave of absence shall be answered in writing within ten (10) working days. Copies of all leave requests and answers shall be provided to the Local Union President.
- D. Leaves of absence for a limited period not to exceed one (1) year may be granted by the Employer for any reasonable purpose, and such leaves may be extended or renewed by the Employer for any reasonable period. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice of return to duty, shall be cause for discharge. Leave without pay shall be granted only when it will not result in undue prejudice to the interest of the Court beyond any benefits to be realized. Application for leave to travel or study, calculated to equip the employee to render more efficient service to the Court, may be deemed to involve such compensating benefits to be measured against the loss or prejudice to the interests of the Court involved in keeping open the position or filling it temporarily until the return of the employee. No leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his or her record of service or by other evidence to be of more than average value to the Court and whose service it is desirable to retain even at some sacrifice. In any event, the determination of whether to grant a leave of absence shall be solely within the discretion of the Judge.
- E. Employees on a leave of absence will not accrue fringe benefits, including, but not limited to, vacation, sick leave, health insurance, holidays, and retirement, or seniority, for the duration of the leave. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Employer.

Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of the employment of working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

## **SECTION XVII - PHYSICAL AND MENTAL EXAMINATION**

The Employer may, in its discretion, require that employees submit to physical and mental tests and examinations by Employer-appointed doctors when such tests and examinations are considered to be of value to the Employer in maintaining a capable work force, employees health and safety, etc., provided, however, that Employer will pay the costs of such tests and examinations.

## **SECTION XVIII - MATERNITY LEAVE**

- A. The Employer may grant a leave of absence without pay for employees upon a written request for such leave by an employee and certification of pregnancy by the employee's physician. During such leave of absence, the employee shall retain seniority to their original date of hire for the purposes of promotion provided that the employee may use accumulated leaves and sick time. However, the employee will not accrue vacation time, holidays, or sick time.
- B. The employee shall notify the Judge by written statement from her physician every ninety (90) days after pregnancy has been determined. The physician's statement must specify the expected delivery date, and thereafter a projected date of return and the employees' ability and fitness to return to work.
- C. The maternity leave provision will be modified to permit such leave to be granted to all non-probationary employees, and maternity leave employee shall be entitled to Employer-provided health insurance coverage for the first three (3) months of maternity leave.
- D. Maternity leave will be subject to the provisions of Sections XVI, XVII, and XX.

## **SECTION XIX - UNION LEAVE**

Members of the Union elected to Local Union positions or selected by the International Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary unpaid leaves of absences for periods not to exceed ten (10) days per year and, upon their return, shall be re-employed at work with accumulated seniority and no loss of benefits.

\*At least four (4) weeks prior notice must be given to the Employer when possible.

## **SECTION XX - SICK LEAVE**

- A. 1. Employees Assigned to Iosco County:

Earnings and Accumulation: Commencing the effective date of this agreement, paid sick leave credit shall be granted to each employee after having completed the probationary period. An employee shall accumulate sixty-three (63) hours of sick leave per year, granted on the anniversary date of the employee. Part-time employees shall receive sick leave credit of one (1) hour for every twenty-two (22) hours worked. There shall be no

accumulation of sick days under this Agreement. Employees who have accrued sick leave balances at the time of this Agreement, shall retain such balances, which may be utilized by the employee to supplement disability payments or used as sick leave hours.

2. Employees Assigned to the Arenac County:

Employees shall be granted sixty-three (63) sick hours per year, to be granted on the anniversary date of the employee. Employees may accumulate unused sick hours in a supplemental sick leave bank, which may only be used to supplement disability payments. There shall be no payoff of sick leave accrued after January 1, 2008. Employees who have accrued sick leave balances at the time of this Agreement shall retain such balances, which can be used as sick leave hours or as a supplement for disability payments. For the purpose of supplementing disability, the employee shall direct which bank the sick hours are to be drawn from.

- B. Sick Leave During Leaves of Absence: No employee shall be eligible for or accumulate paid sick leave during a leave of absence or paid sick leave, nor will sick leave credits accumulate during lay off. When a laid off employee returns to work his/her previous unused sick leave shall be placed to his/her credit.
- C. Medical or Dental Treatment: Sick leave may not be used for vacations but may be used for medical or dental treatment. No more than actual time used shall be charged against an employee's sick leave accumulation record, but no less than one (1) hour.
- D. Unpaid Sick Leave: Upon exhaustion of paid sick leave credits, an employee may apply for and be granted an unpaid sick leave for a period of one (1) year or longer if extended by the Judge.
- E. Payoff on Termination or Retirement: (For sick leave balances in effect prior to January 1, 2008) Any employee leaving the employment of the Employer shall be paid all unused sick leave up to 420 hours at the employee's average salary rate over the preceding five (5) years of employment. Employees assigned to Arenac County shall be paid all unused sick leave up to 210 hours at the employee's average salary rate over the preceding five (5) years of employment. As of December 31, 2007, the employee must have five (5) years of employment to collect. (reference Section XXV, subsection G, subsection F).
- F. Payoff on Death: (For sick leave balances in effect prior to January 1, 2008) In case of the death of an employee, payment in full up to 420 hours of his/her unused sick leave shall be paid to his or her estate,

based upon the employee's average salary rate over the preceding five (5) years. In case of the death of an employee assigned to Arenac County, payment in full up to 210 hours of his/her unused sick leave shall be paid to his or her estate, based upon the employee's average salary rate over the preceding five (5) years. (reference Section XXV, subsection G, subsection F).

- G. As a condition of granting or continuing any disability leave, the Employer may require a waiver of any privilege which the employee might otherwise possess relating to the specific disability for which leave is sought.
  
- H. An employee returning from a sick leave of absence of any kind may be required to furnish a physician's statement as to the employee's physical condition and the physician's opinion as to the employee's ability to carry on his/her duties in a normal fashion. If the employee's condition would interfere with the performance of his/her duties or might result in injury while working or might result in aggravating the condition, the Employer may refuse re-employment, place reasonable conditions on re-employment or require the employee returning from any sick leave to see a physician designated by the Judge, at the expense of the Employer.

#### **SECTION XXI - DOCTOR'S CERTIFICATE**

In the event that an employee's absence charged to sick leave exceeds three (3) days, or in cases of suspected abuse, the employee shall provide a certificate from a doctor confirming such illness and the anticipated time off the job. In the event of an abuse of sick leave, a denial of paid sick leave shall occur; and the Employer may take other appropriate disciplinary action.

#### **SECTION XXII - FUNERAL LEAVE**

In the event of death in the immediate family, an employee shall be allowed three (3) days paid leave. The immediate family means wife, husband, child, sister, brother, mother, father, mother-in-law, father-in-law, step-children, grandparents, grandchildren, or permanent member of the family. One (1) day paid leave will be allowed for the day of the funeral for a sister-in-law, brother-in-law, aunt, uncle, niece, or nephew of the employee. Additionally, time shall be granted for extenuating circumstances with the approval of the Department Head and/or Elected Official. In any case, total paid leave is not to exceed five (5) consecutive working days.

## **SECTION XXIII - HOLIDAYS AND PERSONAL LEAVE DAYS**

- A. Paid holidays will be as identified and defined in the Michigan Court Rules and identified and defined in Administrative Orders issued by the Michigan Supreme Court and District Court Judge. In addition, Good Friday will be observed as a paid Holiday..
- B. Employees who work on a holiday shall receive pay at one and one-half (1-1/2) times their regular hourly rate for all hours worked.
- C. To be eligible for holiday pay, the employee must work the regular working day before the holiday and the regular working day after, unless on vacation or off with permission of the supervisor. If the holiday is observed during the employee's vacation period the holiday shall not be considered a vacation day but shall be taken off as a holiday and the employee shall then receive an additional day off with pay.
- D. Employees called in for work on a holiday shall be guaranteed a minimum of two (2) hours pay at the one and a half (1-1/2) times straight rate.
- E. If a Holiday falls on Sunday, Monday shall be the Holiday. When Christmas Eve or New Year's Eve fall on Friday, the preceding Thursday shall be the Holiday. When they fall on a Saturday or Sunday, the preceding Friday shall be the Holiday. When any other Holiday falls on a Saturday, the preceding Friday shall be the Holiday.
- F. During the term of this Agreement, each employee after completion of the probationary period shall be granted three (3) personal days which may be taken in one (1) hour increments with the approval of the immediate supervisor or Judge. These days are to be used within an 18-month period and may not be accumulated and used for an additional vacation week. Employees must give a minimum of 24-hours notice before requesting use of a personal day.
- G. On those weeks in which holidays fall, the employee who has chosen the ten (10) hour day option, will work the regular schedule of eight (8) hours per day, or as otherwise directed by the Judge, subject to reasonable standards. The employee will be entitled to the same conditions allowed in the contract by those employees working the regular schedule.

**SECTION XXIV - VACATIONS**

- A. Vacation Time: All Court employees who are working forty (40) hours per week shall be entitled to annual vacation in accordance with the following schedule:

|                              |  |
|------------------------------|--|
| After 1 year                 | 5 working days   |
| After 2 through 5 years      | 10 working days  |
| After 6 through 10 years     | 15 working days  |
| After 11 years to retirement | 15 working days plus one day per year for each additional year after 10 years of employment. |

Maximum earned vacation not to exceed twenty-five (25) working days per year.

- B. Vacation for a regular part-time employee shall be as follows:

| <u>Hours Worked Per Year</u> | <u>After 1 Year</u> | <u>2 - 5 Years</u> | <u>6 - 10 Years</u> |
|------------------------------|---------------------|--------------------|---------------------|
| 456 - 910                    | 2 days              | 4 days             | 6 days              |
| 911 - 1367                   | 3 days              | 6 days             | 9 days              |
| 1368 - 1820 & up             | 4 days              | 8 days             | 12 days             |

Regular part-time employees may, at their option, accumulate vacation periods up to and including twenty-five (25) vacation days.

- C. Vacation days shall be allotted to the employee on his/her date of hire. Provided, however, that the vacation may not be taken until the completion of one (1) year's service with the Court. An exception to this vacation procedure will be allowed should an employee leave the Court employment before the completion of one (1) year of service. In such cases, payment will be made for the number of days accumulated, provided that such employee has worked at least six (6) months but less than one (1) year and in such case shall receive payment for vacation equivalent to 5/6 day per month.
- D. Employees shall be required to take one-half (1/2) of their annual vacation each year. This time at which an employee shall take his/her vacation shall be determined by the Judge with due regard for seniority, the wishes of the employee, and particular regard for the needs of his/her service. Vacation leave shall be charged in not less than half (1/2) day units.
- E. Maximum Accumulation: Employees may accumulate vacation periods up to and including thirty (30) days vacation, provided that five (5) vacation days are taken each and every calendar year. However, no employee shall take more vacation leave than has been accumulated and vacation in excess of twenty (20) consecutive days shall require written approval of the Judge.

- F. Vacation Credit, On the Job Disability: Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation credit as though the time was worked.
- G. Unused Vacation Payoff: In case of retirement, resignation, discharge or death of an employee, the employee or his/her estate will be paid for the unused vacation days which have accumulated to his/her credit.
- H. Any unused vacation in excess of five (5) days per year, may, with mutual consent of the Employer and employee, be sold back to the Employer.
- I. In the event an employee becomes disabled while on vacation and provides documentation from his doctor verifying the number of days sick, his vacation shall be re-scheduled to the extent of the number of days of illness; and he may use accumulated sick days, if any, to the extent of the number of days of illness.

## **SECTION XXV - WORKWEEK, WORKDAY, WORKING HOURS, & BREAKS**

### **A. Working Hours:**

#### **1. Staff Assigned to Iosco County:**

The normal working hours for all full-time employees shall be thirty-five (35) hours per week, Monday through Friday, or as otherwise directed by the Judge subject to reasonable standards. Work hours may be staggered as directed by the Judge.

#### **2. Staff Assigned to Arenac County:**

The normal working hours for all full-time employees shall be thirty-five (35) hours per week, Monday through Friday, or as otherwise directed by the Judge subject to reasonable standards.

Staff assigned to the Arenac County shall work thirty-five (35) hours per week over a four (4) day work schedule. The hours per day and the off-day shall be agreed upon by the employee and the Judge.

- B. The Employer may require an employee to work in any position or classification or perform any duties within their department. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absence due to leaves of absences or for any other reasons.



- C. Supervisors may perform bargaining unit work at any time.
- D. **Breaks:**  
Each employee covered by this Agreement shall be entitled to one paid fifteen (15) minute work break for each one-half (1/2) shift and up to one (1) hour unpaid break for lunch for one (1) full shift, unless the hour lunch interferes with the operation of the Court. An employee scheduled for one-half (1/2) shift or overtime shall likewise be entitled to a paid fifteen (15) minute work break. Each employee covered by this Agreement who choose the four (4) day workweek schedule, shall be entitled to one (1) paid eighteen (18) minute work break for each one-half (1/2) shift and up to one (1) hour unpaid break for lunch for one (1) full shift, unless the hour lunch interferes with the operation of the Court. Employees will alternate their work breaks. No work area is to be left unattended by providing break periods.
- E. **Call In Procedure:**  
Should an employee be unable to come to work, he/she shall notify their Employer that they are unable to work not later than fifteen (15) minutes after their scheduled start time. Failure to do so could result in disciplinary action. Unless otherwise notified by a Doctor's excuse, employees shall be expected to call each day that they are unable to come to work.
- F. **Unscheduled Court Closings due to Weather Emergency:**  
If the Employer opts to close a court and dismiss employees because of inclement weather, the dismissed employees will not be required to use accumulated leave time or take unpaid leave.
- G. **Regarding the thirty-five (35) hour per week schedule:**
- a. All references to "day" or "workday" shall mean seven (7) hours.
  - b. All contract references to "8 hours" shall be changed to "seven (7) hours."
  - c. All references to "workweek" shall mean thirty-five (35) hours.
  - d. All hours worked shall be compensated under the thirty-five (35) hour workweek wage schedule.
  - e. All accrued paid time off hours shall be converted to the thirty-five (35) hour schedule and the thirty-five (35) hour workweek wage schedule rate, e.g., 8 hours is converted to 7 hours at the higher rate.
  - f. Section XX – Sick Leave, subsection E, Payoff on Termination or Retirement and subsection F, Payoff on Death shall be revised by changing "420 hours" to "367 ½ hours."
  - g. All references to hours scheduled or worked in regard to part-time employees shall be converted on a pro-rata basis to the thirty-five (35) hour workweek.

## SECTION XXVI - PART-TIME EMPLOYEES

At no time will part-time employees exceed more than five (5) persons, except by mutual agreement by both parties.

## SECTION XXVII - OVERTIME

- A. 1. Staff Assigned to Iosco County:  
All work performed in excess of thirty-five (35) hours up to forty (40) hours per week shall be compensated at the employee's regular straight time rate. All work performed in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the regular straight time rate. Hours paid for, but not actually worked, shall not be counted for purposes of overtime.
2. Staff Assigned to Arenac County:  
All work performed in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the regular straight time rate. Hours paid for, but not actually worked, shall not be counted for purposes of overtime.
- B. If an employee reports for work as scheduled and is sent home he/she shall be guaranteed a minimum of two (2) hours pay at his/her straight time rate.
- C. If an employee is called from his/her home into work because of an emergency, he/she will receive a minimum of two (2) hours pay either in straight time or overtime rate whichever applies.

When a Magistrate or Deputy Magistrate performs call-in work in the employee's home by use of a facsimile device he/she will receive one (1) hour (minimum) call-in time.

## D. COMPENSATORY TIME

1. Compensatory time may be taken in lieu of pay when mutually agreed upon by both the Employer (or representative of) and the employee when work has been performed in addition to the forty (40) hour workweek.
2. Compensatory time will be awarded if work has been performed in addition to the forty (40) hour workweek and shall be compensated at one and one-half (1-1/2) times the regular straight-time rate.
3. Compensatory time will be earned and used only with PRIOR approval by the Employer (or representative of).

4. Compensatory time that has been earned must be used within two (2) time periods (one month).
5. Compensatory time will be capped at forty (40) hours.
6. Compensatory time cannot be earned for breaks or lunch not taken.
7. Deputy Magistrates may receive compensatory time for call-in work that is performed after work hours without the need for prior approval.
8. Compensatory time will not be awarded to Magistrates who choose to do weddings outside of work hours, unless the Magistrate is asked by the Judge to perform it for him if he becomes unavailable.

#### **SECTION XXVIII - HOURS OF NEGOTIATION**

- A. Hours of negotiations will be at the convenience of both parties.
- B. With respect to negotiation meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations, are most likely to occur when the negotiation teams for both sides are substantially even in terms of number of members.
- C. Accordingly, the parties agree that in future negotiations, neither the Employer's team nor the Union's team will exceed three (3) in number. The Employer agrees that if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during usual working hours, or as mutually agreed upon, on the Employer's premises, without loss of pay to the Union's negotiators for time spent in negotiations during the employee's normal working hours.

#### **SECTION XXIX - WORKERS' COMPENSATION**

In the event an employee sustains an occupational injury, he or she will be covered by applicable Workers' Compensation laws.

#### **SECTION XXX - SAVINGS PROVISION**

If any provision of this agreement is invalid by operation of law or found invalid by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

## SECTION XXXI - HEALTH INSURANCE

### A. Staff members assigned to Iosco County

#### 1. Hospitalization Insurance

The County shall provide all full-time employees covered under this Agreement and their eligible dependents with Blue Cross/Blue Shield Community Blue PPO Option 2 (Generic \$10; Brand \$40 drug co-pay; MOPD) or its equivalent. Office Visit \$10 (includes chiropractic).

A full-time employee eligible for the above coverage who has similar coverage available through a spouse employed by an employer other than the County and who does not elect to participate in the above plan, shall receive in lieu thereof \$2,000.00 per premium coverage year. The election may be made each coverage year during the enrollment period and employee pay-out shall be paid six months after initial enrollment and every calendar year thereafter.

#### 2. Dental Insurance

Each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross/Blue Shield Comprehensive Preferred. CR-50-50 MBL \$800 or equivalent. One hundred percent (100%) of the cost of such plan shall be borne by the Employer.

Effective sixty (60) days after the contract has been ratified and signed by both principal parties, the plan shall be Michigan Blue Cross/Blue Shield Comprehensive Preferred, CR-100-75-50 MBL \$1,000 or equivalent (Plan three). One hundred percent (100%) of the cost of such plan shall be borne by the Employer.

#### 3. Vision Care

Effective sixty (60) days after the contract has been ratified and signed by both principal parties, the Employer will provide employees and their eligible dependents with Blue Vision Care. [The same as in effect in Iosco County General Employee Unit.]

### B. Staff members assigned to Arenac County

**\*Note: This language will mirror that being negotiated for Arenac County employees in LU 15157-15.**

1. Health Insurance

Subject to (2) below, the County agrees to pay in full hospitalization (Blue Cross and Blue Shield) insurance for all regular full-time employees and their dependents, and the single subscriber premium for regular part-time employees.

As soon as possible after ratification of this Agreement by both parties, the County will offer to the employees at least three options for health care coverage, listed below. After initial enrollment, employees may change between the offered plan options once annually during the annual insurance open enrollment period.

Option 1 Suffix 05449-002

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred Rx \$10/\$20, MOPD 2X; \$15 Office Call; Blue Cross Blue Shield Dental with Class 1, 100% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Cross Blue Shield Vision A 80 Plan 24/24/24 with 12-month lens and exam rider.

Option 2 Suffix 05449-005

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred Rx \$15/30, MOPD 2X; \$20 Office Call; Blue Cross Blue Shield Dental with Class 1, 50% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Vision/VSP 24/24/24.

Option 3 Suffix 05449-006

Blue Cross Blue Shield Community Blue PPO Plan 10 (250/500 deductible with 10% Co-insurance); Maximum 500 Single/1000 Family; Preferred Rx \$15/30, MOPD 2X, PD-XED; \$20 Office Call; Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 50% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Vision VSP Plan 24/24/24.

1. If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross and Blue Shield payments to keep their coverage intact to the extent permitted by the insurance carrier.
2. An employee may also add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.

Option 4 Suffix 05449-004

Blue Cross Blue Shield Option Flex 2 HSA. (\$1250/\$2500 Deductible with 20% Co-pay) – to \$1000/\$2000 Maximum; with Preventative Care Benefit (100%, \$500 maximum), XVA, PD-XED, Step Therapy, Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 50% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Vision / VSP 24/24/24.

2. Premiums

The Employer's obligation under Section 1, Options 1, 2, and 3, of this Article for payment for hospitalization, dental and optical insurance shall be limited to the total of the hospitalization, dental and optical rates in effect for 2000 as applicable to each employee (single, two-person, full family) as raised in 2001 by the same percentage in which the County was permitted to increase taxes pursuant to State legislation, being the cost of living as determined by the State (3.2%) and then rounded up to the nearest \$5, being:

|             |                    |
|-------------|--------------------|
| Single      | \$285.00 per month |
| Two-Person  | \$595.00 per month |
| Full Family | \$670.00 per month |

These premium caps will be raised in January of 2002 and each year thereafter by the same percentage in which the County is permitted to increase taxes each year pursuant to State legislation, being the cost-of-living as determined by the State, up to a maximum of five percent (5%). If the rates exceed the Employer's level of obligation as determined under this Section, the employees shall pay the excess premium through payroll deduction. In the event this provision results in any employee insurance premium co-pays increases during the term of this Agreement, the Union and the Employer agree to meet and negotiate changes in the health insurance program, which would lessen or eliminate such co-pays.

The Employer's obligation under Section 1, Option 4 of this Article for payment for hospitalization, dental, and optical insurance shall be the full cost of the premium for this plan minus the employee premium of \$38.46/single bi-weekly or \$76.92/Two Person/Full Family bi-weekly. The Employer shall pay any increases in the premium of this plan for the life of this Agreement. The Employer will also contribute a matching amount equal to the employees' share of the premium into an HSA account to be available to the employee to meet the deductible of the plan, being \$38.46/single bi-weekly and \$76.92/Two-Person/Full Family bi-weekly.

3. Pay in Lieu Of

In lieu of medical, dental and vision insurance benefits, an employee not covered by the County of Arenac Blue Cross/Blue Shield policy may elect to receive compensation of \$2,500.00 (per year) with proof of other insurance (Company) coverage. In the event an employee and spouse are both employed by Arenac County, a single in lieu of payment shall be made when both spouse decline coverage under the County's medical insurance plan.

- C. All regular part-time employees may, at their option, purchase Blue Cross/Blue Shield or its equivalent through the County plan at cost.
- D. If an approved leave of absence is granted to any employee, he/she may have the option to pay his/her Blue Cross Shield payments to keep his/her coverage intact.
- E. Employees covered by this contract may not, at the same time, be both a subscriber and dependent on any insurance set forth in this Section."
- F. Staff members assigned to Iosco County:  
The County shall provide all full-time employees covered by this Agreement with a Short-Term Disability Income Protection Insurance Plan. Benefits shall be equal to 60% of weekly earnings to a maximum benefit of \$600 per week for a period of twenty-five (25) weeks. Benefits will commence on the eighth (8th) day of illness, and the first (1st) day of hospitalization.  
  
Effective January 1, 2010, Iosco County shall provide a Long-Term Disability Income Protection which shall provide similar benefits for an additional period of two (2) years.
- G. Staff members assigned to Arenac County shall be covered by the County's Income Protection Plan, which provides Short-Term and Long-Term benefits of 66 and 2/3% of weekly earnings, beginning with the eighth (8th) day of illness.

**SECTION XXXII - MILEAGE AND EXPENSES**

A. Mileage Rate:

The employer shall pay the IRS reimbursable mileage rate to County employees who are required to use their own vehicles for County business.

**B. Incidental Expenses:**

Other incidental expenses such as food, parking and lodging shall be allowed for when documented for and consistent with Court's policy for travel while on Court business.

**SECTION XXXIII - DISCRIMINATION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability as defined in the Americans With Disabilities Act. The Union shall support the Employer in application of this provision of the Agreement.
- B. The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of the Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.
- C. Neither the judge nor the employees shall engage in or permit sexual harassment, invidious discrimination or discrimination due to disabilities against employees, parties, counsel, members of the public, or any other persons with whom contact is made in the course of or as part of their official duties. Invidious discrimination includes but is not limited to discrimination on the basis of gender, race, religion, disability, age, sexual orientation, or ethnic origin.

**SECTION XXXIV - JOB-RELATED COURSES**

- A. Reimbursement for course work initiated or requested by an employee may be paid up to \$150 per year for tuition books for any course related to an employee's job with the written consent of the Department Head and upon successfully completing such courses.

It is understood that if the employee resigns or is terminated within one (1) year following the completion of the course work, the employee will reimburse the County for the full amount paid by the County for all course related expenses, including, but not limited to: tuition, books, room and board, and mileage in one lump sum to be deducted from the employee's final pay check(s). It is understood that any books or materials purchased by the County will remain the property of the County.



## **SECTION XXXV - BULLETIN BOARD**

The County will allow the Union to use one bulletin board for posting notices of official union business.

## **SECTION XXXVI - JURY AND WITNESS DUTY**

The Employer will pay an employee performing jury or witness duty requiring absence from their regularly-scheduled work, the difference between the employee's regular rate of pay during such absence and the amount received the employee for such jury or witness duty, provided that the employee provides the supervisor with a reasonable amount of notice in advance of his/her intended absence. The employee must report to work in the event that the jury or witness duty begins subsequent to the start of the employee's normal schedule. Employees shall return to their work station after such duty has ended, provided there is time left in their normal schedule. In the event an employee is subpoenaed as a witness in a non-employment-related capacity, the provision for differential payment is limited to five (5) workdays in any one (1) year period.

## **SECTION XXXVII - PENSION**

Pension benefits as presently provided by the Employer will remain at the B-3 plan.

Employees assigned to Arenac County and Iosco County shall be provided the F55/25 rider, at no cost to the employee. Said rider shall be implemented as soon as practicable after ratification.

Arenac County shall provide employees hired on or after January 1, 2006, with a MERS Defined Contribution Retirement Plan, currently provided by ICMA, in which the Employer shall contribute 6% and the employee has a voluntary contribution of 3% which the Employer shall match.

All Iosco County employees hired after January 1, 2008, shall be covered by a defined contribution plan under which the County will contribute seven percent (7%) of the employee's base salary each year. Effective January 1, 2008, in the event an employee makes a voluntary contribution of three percent (3%) of the employee's base salary in a calendar year (January 1-December 31), the County shall contribute an additional one percent (1%) of base salary to that employee's defined contribution plan.

## **SECTION XXXVIII - LIFE INSURANCE**

1. The County will provide Twenty Thousand and no/100 (\$20,000.00) Dollars group term life insurance for all employees covered by this Agreement, effective thirty days after this contract is signed by the principal parties, who have completed their probationary period, with such coverage to begin on the first day of the month in which the employee completes his/her probationary period.

2. Notwithstanding any provision of this section, the County shall have the right to secure equivalent coverage from another insurance company in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the County will notify the Union of the equivalent coverage and will provide the Union a written summary regarding such coverage, and will, upon request, discuss each coverage.
3. Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period of other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to County. The County reserves the right to select the carrier, to change carriers and to become self-insured. No claims dispute between the carrier and the employee shall be subject to the Grievance Procedure.

#### **SECTION XXXIX - CAPTIONS**

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

#### **SECTION XXXX - RECLASSIFICATION AND NEW CLASSIFICATION**

**A. Reclassification:**

Requests by the Union for reclassification will be considered and shall be reviewed by a joint committee consisting of one (1) employer representative, and two (2) Union representatives. The presiding Judge shall make the final determination on a request for reclassification following consideration of the recommendation made by the joint committee.

**B. In the course of employee job classification the rate of compensation shall be established by the "Step Level" system utilized by Non-District Court Iosco County employees covered by contract, and shall take into consideration the level at which other employees in the County building are classified, as well as similarly employed District Court employees in comparable Michigan counties.**

**C. New Classification:**

When a new classification is established by the Employer, the parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

- D. If the new classification is determined to be in the bargaining unit, the parties shall negotiate a suitable wage rate for the particular job and to establish the rate at an appropriate place in the wage structure.

**SECTION XXXXI - LONGEVITY**

- A. All eligible regular full-time employees in the active service of the Employer shall receive an annual longevity payment as follows:

|   |       |
|---|-------|
| After 5 years of continuous service through 9 years   | \$350 |
| After 10 years of continuous service through 14 years | \$520 |
| After 15 years of continuous service through 19 years | \$670 |
| After 20 years of continuous service                  | \$850 |

- B. Payments to employees who have become eligible by their date of hire shall be due the respective longevity bonus on their regular payroll date following their anniversary of date of hire. The Supervisor shall indicate the amount of the longevity bonus due each employee on the first of each month to the County Clerk's office. Longevity bonus shall be prorated on a monthly basis for employees who have voluntarily resigned, retired, been permanently laid off or due to death.

- C. Pro-Rata Payment

Pro-rata payment in case of retirement or death shall be made as soon as practicable thereafter.

**SECTION XXXXII - WAGES**

Part-time employee's rate will be based upon step increases paid effective the first (1st) day of the pay period following the pay period when the part-time employee has worked the following hours:

|                    |               |
|--------------------|---------------|
| 0 - 1819 hours     | NEW HIRE RATE |
| 1820 - 3639 hours  | 1 year rate   |
| 3640 - 5459 hours  | 2 year rate   |
| 5460 hours or more | 3 year rate   |

Effective rates January 1, 2008, (including past COLA additions) are as follows:

The following schedule is applicable to a thirty-five (35) hour workweek schedule only.

| Level | New Hire | 1 year | 2 years | 3 years | 4 years |
|-------|----------|--------|---------|---------|---------|
| 1     | 13.98    | 14.30  | 14.64   | 14.96   | 15.27   |
| 2     | 16.11    | 16.49  | 16.90   | 17.20   | 17.60   |
| 3     | 16.67    | 17.05  | 17.41   | 17.75   | 18.14   |
| 4     | 17.12    | 17.55  | 17.97   | 18.33   | 18.72   |
| 5     | 18.18    | 18.62  | 19.06   | 19.52   | 19.97   |
| 6     | 19.16    | 19.57  | 20.11   | 20.59   | 21.14   |
| 7     | 20.16    | 20.55  | 21.17   | 21.68   | 22.26   |
| 8     | 21.34    | 21.86  | 22.27   | 22.79   | 23.44   |
| 9     | 22.51    | 23.06  | 23.44   | 23.98   | 24.57   |
| 10    | 23.11    | 23.63  | 24.03   | 24.05   | 25.03   |

**Job descriptions per level:**

- Level 1: Part-time Clerk
- Level 2: Deputy Clerk
- Level 3: Deputy Clerk/CEO
- Level 4: Deputy Clerk/Deputy Magistrate or Deputy Clerk/TAC
- Level 5: Deputy Clerk/Deputy Magistrate with Informal Training or Deputy Clerk/Deputy Magistrate TAC
- Level 6: Deputy Clerk/Magistrate
- Level 7: Deputy Clerk/Magistrate/TAC
- Level 8: Probation Officer
- Level 9: Probation Officer/Deputy Magistrate or Probation Officer/TAC
- Level 10: Probation Officer/Deputy Magistrate/Site Supervisor or Probation Officer Deputy Magistrate with Informal Training

To be eligible for any level over Level 3, you must be CEO certified.

**FYI:** Level 1: previously Level 7; Level 2: previously Level 8; Level 3: previously Level 9; Level 4: previously Level 10; Level 5: previously Level 12; Level 6: previously Level 14; Level 7: previously Level 16; Level 8: previously Level 18; Level 9: previously Level 20; Level 10: previously Level 21.

Effective January 1, 2009, the above wage rates will be increased by two percent (2%) across the board.

Effective January 1, 2010, the above wage rates will be increased by two percent (2%) across the board.

#### **SECTION XXXXIII - SUBCONTRACTING**

Notwithstanding any other contrary provision of this contract, the Employer reserves the right to subcontract, at any time, bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off as a result. Upon request, the Employer or its designated representative shall meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third (3rd) week after being laid off, then under such circumstances, the Employer shall provide three (3) weeks severance pay to that employee(s).

#### **SECTION XXXXIV - GENDER CLAUSE**

Whenever the masculine is used in the Agreement, it shall also mean the feminine, and vice versa.

#### **SECTION XXXXV - OTHER CONSIDERATIONS FOR 4-DAY WORK SCHEDULES**

The employee shall work thirty-five (35) hours per week, four (4) days per week, the off-day to be agreed upon by the employee and the Judge. This schedule may also be otherwise directed by the Judge subject to reasonable standards.

Employees that choose this option are allowed a thirty (30) day trial period. An employee who has completed the trial period and chosen this option, and at a later date,

for good reason, has found this option is no longer agreeable or feasible, may submit to the Judge a written request to return to the regular schedule. The Judge will have ten (10) days to consider this request and respond to the employee. If after the completion of the trial period, an employee has chosen this option and the Judge has found that this option is no longer agreeable and feasible for the Court, he may cancel this option with an employee for good cause in the view of the Court. Under this circumstance, the Judge will provide the employee fourteen (14) days notice before it is necessary for that employee to return to the regular schedule.

The extra hours per day will be added on at the discretion and agreement of each employee and the Judge.

This option is available to full-time employees subject to approval by the Judge. Each employee interested in this option must submit a written request to the Judge to adopt this option.

#### **SECTION XXXVI - TERMS OF THIS AGREEMENT**

- A. This agreement shall become effective on the 1st day of January, 2008, except as otherwise indicated and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 2010.
- B. Upon the written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to expiration thereof.
- C. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind, or otherwise alter this Agreement during its term. Any such change, however, shall not be effective unless it is reduced to writing and signed by duly authorized representatives of both the Employer and the Union.

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures.

**UNITED STEELWORKERS**

Leo W. Gerard  
Leo W. Gerard, Int'l President

James D. English  
James D. English, Int'l Secretary-Treasurer

Thomas Conway  
Thomas Conway, Int'l Vice President

Fredrick D. Redmond  
Fred Redmond, Int'l Vice President

Michael H. Bolton  
Michael H. Bolton, District 2 Director

Daniel A. Nadolski  
Daniel A. Nadolski, Sub-District Director

**LOCAL UNION 15157-17**

Laura Kruse  
Laura Kruse, Unit President

Cindy Harbin  
Cindy Harbin, Committee

Dawn Frechling  
Dawn Frechling, Committee

**81st DISTRICT COURT**

Allen C. Jansen

**IOSCO COUNTY**

Robert Cudrey

**ARENAC COUNTY**

Roy L. Daniels

**SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**81<sup>ST</sup> DISTRICT COURT**

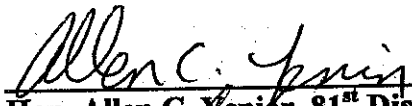
**AND**


**UNITED STEELWORKERS OF AMERICA**

**AFL-CIO-CLC  
LOCAL 15157**

**EFFECTIVE JANUARY 1, 2008-DECEMBER 31, 2010**

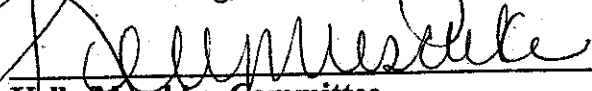
**The parties agree that in the event the magistrates and deputy magistrates are compensated under Section 27, B or C, such hours shall be compensated at the rate of time and a half.**

  
\_\_\_\_\_  
**Hon. Allen C. Yenior, 81<sup>st</sup> District Court Judge**

  
\_\_\_\_\_  
**Laura Kruse, President**

  
\_\_\_\_\_  
**Cynthia Harbin, Committee**

  
\_\_\_\_\_  
**Dawn Freehling, Committee**

  
\_\_\_\_\_  
**Kelly Meschke, Committee**