

C O N T R A C T

Between

75th JUDICIAL DISTRICT OF MIDLAND COUNTY, MICHIGAN

and

75TH DISTRICT COURT EMPLOYEES' ASSOCIATION

January 1, 2008 - December 31, 2011

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AGREEMENT

Between

75th JUDICIAL DISTRICT OF MIDLAND COUNTY, MICHIGAN

and

75th DISTRICT COURT EMPLOYEES' ASSOCIATION

THIS AGREEMENT, made and entered into this 6th day of November, 2007, by and between the 75th Judicial District, located at Midland County, City of Midland, Michigan, hereinafter called "Employer", and 75th District Court Employees' Association, located at Midland County, City of Midland, Michigan, hereinafter called "Association";

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

The parties' collective bargaining agreement shall be effective January 1, 2008 through December 31, 2011.

W I T N E S S E T H :

ARTICLE I

RECOGNITION, AGENCY SHOP AND DUES

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

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

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

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

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

(d) The Association will defend, indemnify and save, the

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

Section 3. The Employer shall provide a bulletin board at the work site for use by the Association. The board shall only be used for posting information regarding authorized Association activities. The board shall not be used for political purposes of any kind. The Association shall designate a person who shall be responsible for the material posted on the board.

ARTICLE II

ASSOCIATION OFFICERS

The employer recognizes the right of the Association to elect its officers from the Employer's seniority list.

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

ARTICLE III

LIMITATION OF AUTHORITY AND LIABILITY

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

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

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

ARTICLE IV

DEDUCTION OF DUES

Section 1. During the period of time covered by this agreement, the Employer agrees to deduct from the pay of any employee all dues of the Association; provided, however, that the Association presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Association. This may be done through the Treasurer of the Association.

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

ARTICLE V

PAYROLL

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

The Association shall have the right at reasonable times to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, or as may relate to matters of contract administration and enforcement.

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

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

ARTICLE VI

MANAGEMENT RIGHTS

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

Permanent vacancies will be filled by selecting the most qualified applicant. The Employer's opinion of qualifications will be based on the applicant's experience, education, aptitude, skill, ability to perform the duties of the vacancy, and consideration will be given to the applicant's length of service with the 75th District Court. The Employer will inform all unsuccessful applicants of current 75th District Court employees in writing the reason for their non-selection.

ARTICLE VII

RATE OF PAY

The hourly rate of pay will be figured at a 2,080 hour year. Attached hereto and marked Appendix I are schedules showing the classifications and wage rates for 2008-2011 for the employees covered by this Agreement. Attached hereto and marked Appendix I is the schedule showing classifications and grades. Attached hereto and marked Appendix II are schedules showing wage rates for 2008-2011. Employees hired on or before October 17, 2003 will remain eligible for longevity steps E, F and G. Future employees will not be eligible for steps E, F and G. Attached hereto and marked Appendix III are the guidelines for establishing salary steps "A"- "G".

Management and the Union shall agree on three (3) positions to evaluate under the Rye System. Both agree to cooperate with the evaluation and appeal process. Both agree to abide by the results of the study. The Rye System will be implemented with an effective date of January 1, 2008. Any changes resulting from the study will be implemented with an effective date of January 1, 2008 or the date of ratification, whichever is later.

All employees who are eligible for longevity will remain on the current pay scale.

New hires will be paid the "Start Rate" for their positions as of their first day of work, and no amount less.

General Salary Increase:

Retroactive to January 1, 2007	1%
January 1, 2008	3%
January 1, 2009	2%
January 1, 2010	2%
January 1, 2011	3%

ARTICLE VIII

CLASSIFICATIONS

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

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

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

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

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

Section 4. The Employer shall provide job specifications for all classifications.

Section 5. When an employee is assigned work in a lower classification during the work day, he/she shall not suffer a reduction in pay.

Section 6. Employer agrees to furnish all necessary equipment needed to perform assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

Section 7. Employees may be granted flex time at the discretion of the department head; provided, however, that in no case may an employee's flexible hours or work interfere with departmental schedules and operational needs.

Section 8. Time and one-half of the employee's regular straight time hourly rate shall be paid for all hours worked over 40 hours in any one work week. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment, but may elect to do so in that week or at other times. All overtime hours must be approved by a supervisor ahead of time.

Section 9. The employer or other supervisor shall not change the job duties, responsibilities or description unless these changes are discussed beforehand with the affected employee and the Association President. The employer and/or the supervisor must allow input from the affected employee and the Association President. The employer, however, after said discussion may make changes. The Employer and/or supervisor does have authority to have an employee work out of job classification on a temporary basis that is not included in his or her job description. If there are permanent changes made in job duties, responsibilities or description, then these changes shall be reflected in the contract by way of addendum.

Section 10. When a new position is created that will be represented by the Association, the Employer shall provide a written job description and the position shall be classified by grade. The position title and grade shall be added to the contract by way of addendum immediately.

ARTICLE IX

PROBATION

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

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

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

ARTICLE X

LAY-OFF AND REHIRING

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

The parties recognize the authority of any District Court Judge to appoint his or her court reporter pursuant to MCL 600.8602. An individual appointed as a court reporter is considered to be a member of the bargaining unit. In the event an individual's appointment as a court reporter is terminated, he or she will be placed on lay off status, so long as the individual has at least two (2) years of seniority within the bargaining unit. If a vacancy occurs in a bargaining unit position within two years of the termination of the appointment, this individual will be considered for the vacant position before it is posted for outside candidates, so long as the employee meets the qualifications of the vacant position. Should the employer not choose the individual to fill the vacancy, it will be posted for outside candidates.

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

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

Section 4. In the event of a lay-off, an employee so laid off shall be given two weeks' notice of lay-off and ten days' notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of ten days, he/she shall lose all seniority rights under this agreement, unless otherwise agreed to by the employer.

ARTICLE XI

SUBCONTRACTING

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

ARTICLE XII

WORKERS' COMPENSATION

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

ARTICLE XIII

SUSPENSION AND DISCIPLINE

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

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

ARTICLE XIV

PAID LEAVE

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

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

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

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

Section 3. The use and scheduling of leave days is subject to the prior approval of the employer. The procedure for scheduling leave days shall be as follows: The employee shall submit a written request not less than 30 days prior to commencement of the leave. The request shall be in writing and give the beginning and ending dates of such requested leave. The employer shall in writing grant or deny such request within 10 days of receipt of such request. More than 20 consecutive days or use of bank time takes express approval of the employer. Leaves may be scheduled on shorter notice only with the express approval of the employer.

Section 4. Employees may carry over leave days and may accumulate to a maximum of 20 days.

Section 5. When an employee voluntarily quits with 30 days notice he/she shall be paid for all banked and unused leave time or on shorter notice, with approval of the employer.

Section 6. In the event of death or retirement of an employee he/she or his/her estate shall be paid for all unused and banked leave time.

Section 7. Employees may cash banked leave time during periods of lay-off in 10-day or less blocks every two weeks by written request to the employer.

ARTICLE XV

HOLIDAYS

Section 1. The Employer recognizes the following paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Years Eve
Labor Day	

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

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

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

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

ARTICLE XVI

FUNERAL LEAVE

Section 1. The Employer agrees in the event of a death in the employee's immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parents, step-brother, step-sister, step-son, step-daughter, grandparents and grandchildren), the employee, on request, will be excused with pay for any of the first three (3) normal scheduled working days immediately following the date of death.

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

ARTICLE XVII

JURY DUTY AND COURT ATTENDANCE

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

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

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

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

ARTICLE XVIII

LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer. Leaves of absence of short duration without pay may be granted subject to the availability of an adequate replacement. Any such requests will be in writing and submitted five work days prior to the date of anticipated absence, or otherwise with the approval of the Employer. Leaves of absence shall be administered consistent with the parties' responsibilities under state and federal regulations.

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

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

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

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

Section 6. Leaves will be granted to employees in compliance with the Midland County Family Medical Leave Act Policy, consistent with the parties' responsibilities under state and federal regulations and law.

Section 7. The Employer shall maintain the employee's Health and Life Insurance pursuant to COBRA.

ARTICLE XIX

INSURANCE

Hospitalization

For employees hired on or before October 17, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield "Traditional 250" for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 20% co-pay, \$5 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired on or before October 17, 2003 shall have the option of purchasing alternate insurance offered by the Employer. If the plan selected is equal to or less than the cost of the Blue Cross-Blue Shield "Traditional 250", it will be provided at no cost to the employee. If the cost is greater than the Blue Cross-Blue Shield "Traditional 250," the employee will pay the difference.

For employees hired after October 17, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Coverage with 25% co-pay, \$10 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired after October 17, 2003 shall have the option of purchasing alternate insurance offered by the Employer. If the plan selected is equal to or less than the cost of the Blue Cross-Blue Shield PPO4, it will be provided at no cost to the employee. If the cost is greater than the Blue Cross-Blue Shield PPO4, the employee will pay the difference.

For employees hired on or after January 1, 2008, or the date of the ratification, whichever is later, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired after January 1, 2008, or the date of ratification, whichever is later, shall have the option of purchasing alternate insurance offered by the Employer. If the plan selected is equal to or less than the cost of the Blue Cross-Blue Shield PPO8, it will be provided at no cost to the employee. If the cost is greater than the Blue Cross-Blue Shield PPO8, the employee will pay the difference.

Employees who elect to opt out of the health insurance plan shall receive payments of \$150.00 per month if they can provide evidence of health insurance elsewhere.

Dental Insurance:

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

Life and Accidental Death and Dismemberment Insurance

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

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

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

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

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

Weekly Income Insurance

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

- (A) Short term Disability Plan:
Waiting Period-7 days; % of Pay-66 2/3% of base pay
Maximum - \$3,000.00 per month
Maximum time - 6 months

- (B) Long term Disability Plan:
Waiting Period-6 months
% of Pay - 66 2/3% of base pay
Maximum - \$3,000 per month
Maximum Time - 2 years

- (C) The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

ARTICLE XX

RETIREMENT

Section 1. All employees hired prior to January 1, 2007 shall remain covered under the Midland County Employees Retirement System. The multiplier for members of the bargaining unit shall be 2.25 percent (.0225), effective January 1, 2003.

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

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

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

Employees hired after January 1, 2007 shall not be eligible to participate in the Midland County Employees Retirement System (Defined Benefit Plan). Said employees shall participate in the new Defined Contribution Plan. At the beginning of the employee's service, they will be allowed to select one of the following contribution plans: The employee may deposit three (3) percent of base pay, and the Employer will deposit an additional five (5) percent of base pay. Or the employee may elect to make no deposit in which case the Employer will deposit two (2) percent of base pay.

Section 2. Early Retirement. If any other county employees or group of employees within the county is offered an early retirement window, the same offer shall be made to members within this unit.

Section 3. Retiree Health Care Plan. Employees hired after January 1, 2007 shall not be eligible to participate in the Retiree Health Care Plan. For all others, the Employer will pay the cost of Blue Cross/Blue Shield MVF-1, hospital, medical, surgical insurance with the following riders: FAERC, D.45 NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option-1 or its equivalent coverage. The Employer shall also allow the retiree to include in its group coverage the retirees spouse in accordance with the following provisions.

The Employer shall pre-fund the Retiree Health Care Program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care premiums. The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care premiums. Employees shall contribute to this fund one percent (.01) of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future Health Care benefits for the Retiree and their spouse. If the employee quits or leaves county employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with accumulated interest thereon as determined by the Employer.

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

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

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

(1) The recipient must be an active retiree of the county and must be receiving monthly retirement benefits.

(2) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

(3) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death. The dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a university.

(4) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The Employer shall pay 100 percent of the Health Care premiums for the retiree and 50 percent of the premium for retiree spouse and eligible sponsored dependents and the employee shall pay 50 percent of the difference.

(5) The Employer shall pay an additional 5 percent of the Retiree spouse's and eligible sponsored dependent's health care premiums for each year of service in excess of 10 years of service for the Retiree.

ARTICLE XXI

GRIEVANCE PROCEDURE

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

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

Step 1: Any employee having a grievance shall first meet with the immediate supervisor to discuss the matter orally. The supervisor will present a written response within five (5) working days of this meeting.

Step 2: If the issue is not settled at the Step 1 meeting, the employee shall reduce the grievance to writing and present it to the Trial Court Administrator within ten (10) working days after the Step 1 response is provided. A meeting shall occur between the employee, Association and Trial Court Administrator within five (5) working days, and the Trial Court Administrator shall issue a response in writing within five (5) days of the Step 2 meeting.

Step 3: If not settled at Step 2, the employee and/or Association shall have ten (10) working days after the Step 2 response is provided to submit the grievance for further consideration. A meeting shall then be set up, where the grievance shall be discussed with the employee, Trial Court Administrator, Chief Judge, and Association President, with the Association attorney an optional participant if requested by the Association. This meeting shall take place within seven (7) days of the submission of the grievance to Step 3, or as soon as the Association attorney or other parties are available. The Trial Court Administrator shall issue a response in writing within five (5) days of the Step 3 meeting.

Step 4: If not settled at Step 3, either the Employer or the Association may refer the grievance to the Michigan Employment Relations Commission for the appointment of a mediator to assist the parties in reaching a voluntary resolution. The request for mediation must be made within ten (10) working days after the Step 3 response is provided.

Step 5: If the grievance has not been settled in Step 4,

either the Employer or the Association may submit such grievance to arbitration; provided such submission is made within ten (10) working days after the completion of the Step 4 mediation process. All matters submitted to arbitration shall be submitted to the American Arbitration Association, or any mutually agreeable arbitrator, in accordance with its Voluntary Rules and Regulations then existing, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

Section 3. Grievances must be taken up promptly and no grievance shall be considered which is presented later than ten (10) working days after such has happened, or after an employee becomes aware of the incident giving rise to the grievance. All other timelines set forth above may be extended if mutually agreed to in writing by the parties. Any grievance involving discharge of an employee shall be submitted in writing and begin at Step 3.

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE XXIII

TERMINATION OF AGREEMENT

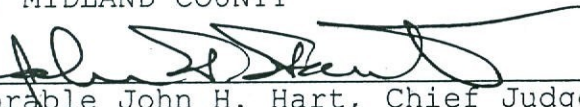
Section 1. This Agreement shall be in full force and effect from January 1, 2008 to and including December 31, 2011, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to December 31, 2011, or of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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

EMPLOYER

75TH JUDICIAL DISTRICT OF
MICHIGAN, MIDLAND COUNTY

BY: 
Honorable John H. Hart, Chief Judge

EMPLOYEES

75TH DISTRICT COURT
EMPLOYEES ASSOCIATION

BY:  11-9-07
Its President

BY:  11-9-07
Its Secretary

APPENDIX I

CLASSIFICATIONS ASSIGNED TO STRUCTURE GRADES

Longevity Classification	Longevity Classification	Rye Study Classification	Rye Study Grade
Grade 1			
Grade 2	Judicial Clerk-Criminal Utility Clerk-Court Officer Judicial Clerk-Traffic	Judicial Specialist Court Officer/Clerk Judicial Specialist	F E F
Grade 3	Judicial Clerk-Probation Senior Court Officer/Clerk Judicial Clerk-Civil/Small Claims Compliance Clerk/Court Officer	Probation Clerk/Secretary Court Officer/Clerk Judicial Specialist	E E F
Grade 4	Judicial Specialist-Criminal Judicial Specialist-Traffic Judicial Specialist-Magistrate Assistant Probation Officer	Senior Judicial Specialist Senior Judicial Specialist Chief Account Clerk Assistant Probation Officer	G G H H
Grade 5	Judicial Specialist-Civil	Senior Judicial Specialist	G
Grade 6	Judicial Caseflow Administrator-Court Reporter/Secretary	Court Recorder/Judicial Assistant	H
Grade 7	Probation Officer	Probation Officer	J
Grade 8			
Grade 9	Senior Probation Officer	Lead Probation Officer	K

Employees hired prior to October 17, 2003 shall be eligible for longevity and be placed in the Longevity Classification. Employees hired after October 17, 2003 shall not be eligible for longevity and shall be placed

in the Rye Study grade.

APPENDIX II

2008

3%

DISTRICT COURT-RYE STUDY

Salary Schedule 1/1/2008

GRADE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
		1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
A	18,951	19,942	20,985	22,080	23,235	24,449	25,728	27,073
B	20,276	21,334	22,450	23,624	24,859	26,158	27,526	28,965
C	21,683	22,816	24,008	25,264	26,585	27,975	29,436	30,975
D	23,172	24,383	25,658	26,999	28,409	29,896	31,458	33,102
E	24,827	26,125	27,490	28,928	30,440	32,031	33,705	35,467
F	26,680	28,076	29,543	31,088	32,712	34,424	36,223	38,115
G	28,468	29,957	31,522	33,170	34,905	36,729	38,650	40,725
H	30,521	32,117	33,795	35,563	37,421	39,378	41,436	43,658
I	32,888	34,607	36,417	38,319	40,323	42,431	44,648	47,039
J	35,585	37,445	39,403	41,463	43,630	45,910	48,311	50,837
K	38,235	40,233	42,335	44,549	46,878	49,329	51,907	54,619
L	40,965	43,106	45,359	47,730	50,226	52,850	55,614	58,522
M	43,613	45,894	48,292	50,816	53,473	56,269	59,210	62,304

2009

2%

DISTRICT COURT-RYE STUDY

Salary Schedule 1/1/2009

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	19,330	20,341	21,405	22,522	23,699	24,938	26,243	27,614
B	20,681	21,761	22,899	24,097	25,356	26,681	28,076	29,544
C	22,116	23,272	24,488	25,769	27,117	28,534	30,025	31,595
D	23,635	24,871	26,171	27,539	28,978	30,494	32,087	33,764
E	25,324	26,647	28,039	29,506	31,048	32,672	34,379	36,176
F	27,214	28,637	30,134	31,710	33,366	35,112	36,948	38,877
G	29,038	30,556	32,153	33,834	35,603	37,463	39,423	41,540
H	31,131	32,760	34,471	36,274	38,169	40,165	42,265	44,531
I	33,546	35,299	37,145	39,085	41,130	43,279	45,541	47,980
J	36,297	38,194	40,191	42,292	44,502	46,828	49,277	51,853
K	38,999	41,037	43,182	45,440	47,816	50,315	52,945	55,711
L	41,784	43,968	46,266	48,685	51,230	53,907	56,726	59,692
M	44,486	46,812	49,257	51,832	54,543	57,394	60,394	63,550

2010
2%

DISTRICT COURT-RYE STUDY

Salary Schedule 1/1/2010

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	19,717	20,747	21,833	22,972	24,173	25,437	26,768	28,166
B	21,095	22,196	23,357	24,578	25,863	27,215	28,638	30,135
C	22,559	23,737	24,978	26,284	27,659	29,105	30,626	32,227
D	24,108	25,368	26,695	28,090	29,557	31,104	32,729	34,439
E	25,830	27,180	28,600	30,096	31,669	33,325	35,066	36,900
F	27,758	29,210	30,737	32,344	34,033	35,814	37,686	39,655
G	29,618	31,167	32,796	34,510	36,315	38,213	40,211	42,370
H	31,754	33,415	35,161	37,000	38,933	40,969	43,110	45,421
I	34,217	36,005	37,888	39,867	41,953	44,145	46,452	48,939
J	37,023	38,957	40,995	43,138	45,392	47,765	50,263	52,890
K	39,779	41,858	44,045	46,348	48,772	51,322	54,004	56,825
L	42,620	44,847	47,192	49,659	52,255	54,985	57,861	60,886
M	45,375	47,748	50,243	52,869	55,634	58,542	61,602	64,821

2011

3%

DISTRICT COURT-RYE STUDY

Salary Schedule 1/1/2011

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	20,308	21,370	22,488	23,661	24,899	26,200	27,571	29,011
B	21,728	22,862	24,058	25,316	26,639	28,031	29,497	31,039
C	23,235	24,449	25,728	27,073	28,489	29,978	31,544	33,193
D	24,831	26,129	27,496	28,933	30,444	32,037	33,711	35,473
E	26,605	27,996	29,458	30,999	32,619	34,325	36,118	38,007
F	28,591	30,086	31,659	33,315	35,054	36,889	38,817	40,845
G	30,507	32,102	33,779	35,545	37,404	39,359	41,418	43,642
H	32,707	34,417	36,215	38,110	40,101	42,198	44,403	46,784
I	35,243	37,085	39,025	41,063	43,211	45,469	47,846	50,408
J	38,134	40,126	42,224	44,432	46,754	49,198	51,771	54,477
K	40,973	43,114	45,367	47,739	50,235	52,861	55,624	58,530
L	43,899	46,192	48,607	51,148	53,823	56,635	59,596	62,712
M	46,737	49,180	51,750	54,455	57,303	60,298	63,450	66,765

DISTRICT COURT
2007 SALARY SCHEDULE

1%

GRADE	A	B	C	D	E	F	G
1	26,319	27,461	28,655	30,686	32,644	34,536	37,203
2	28,259	29,494	30,098	33,185	34,336	37,403	40,300
3	30,354	31,695	33,100	35,251	36,451	39,710	42,795
4	32,635	34,093	35,613	37,938	39,249	42,762	46,089
5	35,108	36,673	38,340	40,851	43,528	46,066	49,659
6	35,611	37,272	39,017	42,298	45,135	47,773	51,503
7	40,355	42,197	44,127	47,055	50,173	53,111	57,270
8	43,483	45,475	47,578	50,747	54,129	57,308	61,796
9	45,248	47,395	49,648	53,048	56,669	61,272	66,698
10	50,557	52,914	55,375	59,103	63,075	66,784	72,033

Employees hired after October 17, 2003 shall not be eligible for Steps E, F, and G.

DISTRICT COURT
2008 SALARY SCHEDULE

3%

GRADE	A	B	C	D	E	F	G
1	27,108	28,285	29,514	31,606	33,624	35,572	38,319
2	29,107	30,379	31,001	34,180	35,366	38,525	41,509
3	31,264	32,646	34,093	36,309	37,544	40,901	44,079
4	33,614	35,115	36,681	39,076	40,426	44,045	47,472
5	36,161	37,773	39,490	42,077	44,834	47,448	51,148
6	36,679	38,390	40,188	43,567	46,489	49,206	53,048
7	41,565	43,463	45,451	48,467	51,678	54,704	58,988
8	44,787	46,840	49,005	52,270	55,753	59,028	63,650
9	46,605	48,817	51,137	54,640	58,369	63,110	68,699
10	52,073	54,501	57,037	60,876	64,967	68,788	74,194

Employees hired after October 17, 2003 shall not be eligible for Steps E, F and G.

DISTRICT COURT
2009 SALARY SCHEDULE

2%

GRADE	A	B	C	D	E	F	G
1	27,650	28,850	30,105	32,239	34,296	36,283	39,086
2	29,689	30,986	31,621	34,864	36,073	39,296	42,339
3	31,889	33,299	34,775	37,035	38,295	41,720	44,960
4	34,286	35,818	37,415	39,857	41,235	44,926	48,421
5	36,884	38,529	40,280	42,919	45,730	48,397	52,171
6	37,412	39,158	40,992	44,438	47,419	50,190	54,109
7	42,396	44,332	46,360	49,436	52,712	55,798	60,168
8	45,683	47,776	49,986	53,315	56,868	60,208	64,923
9	47,538	49,793	52,160	55,732	59,537	64,372	70,073
10	53,115	55,591	58,177	62,094	66,266	70,164	75,678

Employees hired after October 17, 2003 shall not be eligible for Steps E, F and G.

DISTRICT COURT
2010 SALARY SCHEDULE

2%

GRADE	A	B	C	D	E	F	G
1	28,203	29,427	30,707	32,883	34,982	37,009	39,868
2	30,282	31,606	32,253	35,561	36,795	40,082	43,186
3	32,527	33,965	35,470	37,775	39,061	42,554	45,859
4	34,972	36,534	38,163	40,654	42,059	45,825	49,390
5	37,622	39,299	41,085	43,777	46,645	49,365	53,215
6	38,161	39,941	41,811	45,327	48,367	51,194	55,191
7	43,244	45,219	47,287	50,425	53,766	56,914	61,371
8	46,596	48,732	50,985	54,382	58,005	61,412	66,221
9	48,488	50,789	53,203	56,847	60,727	65,659	71,475
10	54,177	56,703	59,341	63,336	67,591	71,567	77,192

Employees hired after October 17, 2003 shall not be eligible for Steps E, F and G.

DISTRICT COURT
2011 SALARY SCHEDULE

3%

GRADE	A	B	C	D	E	F	G
1	29,049	30,310	31,628	33,870	36,031	38,119	41,064
2	31,191	32,554	33,221	36,628	37,899	41,284	44,482
3	33,503	34,983	36,534	38,909	40,233	43,831	47,235
4	36,021	37,630	39,308	41,874	43,321	47,199	50,872
5	38,750	40,478	42,318	45,090	48,044	50,846	54,811
6	39,306	41,139	43,066	46,687	49,818	52,730	56,847
7	44,542	46,575	48,706	51,937	55,379	58,622	63,212
8	47,994	50,194	52,515	56,013	59,745	63,255	68,208
9	49,943	52,313	54,799	58,553	62,549	67,629	73,619
10	55,802	58,404	61,121	65,236	69,619	73,714	79,507

Employees hired after October 17, 2003 shall not be eligible for Steps E, F and G.

APPENDIX III

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

1. New employees shall be paid at a rate ten percent (10%) less than the "A" step for the first year of employment and at a rate five percent (5%) less than the "A" step for the second year of employment. Upon completion of two years of continuous employment said employee shall be paid at the "B" level for his appropriate grade.
2. Employees with two (2) but less than three (3) years of service are placed on level (B) of the structure.
3. Employees with three (3) but less than five (5) years of service are placed on level (C) of the structure.
4. Employees with five (5) or more years of service are placed on level (D) of the structure.
5. Employees with more than ten (10) years of service are placed at the (E) level of the structure Level (E) is intended to recognize continuous loyal, conscientious and efficient service.
6. Step (F) and (G) are longevity steps and based upon 15 years and 20 years continuous service respectively.
7. All step increments shall be made on the basis of the date of continuous employment with the 75th District Court as a full-time, non-contractual employee. The date of employment with the County of Midland may be used to compute step increments only with the expressed written permission of the Employer.
8. Employees hired after October 17, 2003 shall not be eligible for Steps E, F and G.