

6/30/97

COLLECTIVE BARGAINING AGREEMENT

54-B DISTRICT COURT

AND

TEAMSTER LOCAL NO. 580

July 1, 1994 - June 30, 1997

East Lansing, City of

11/15/50

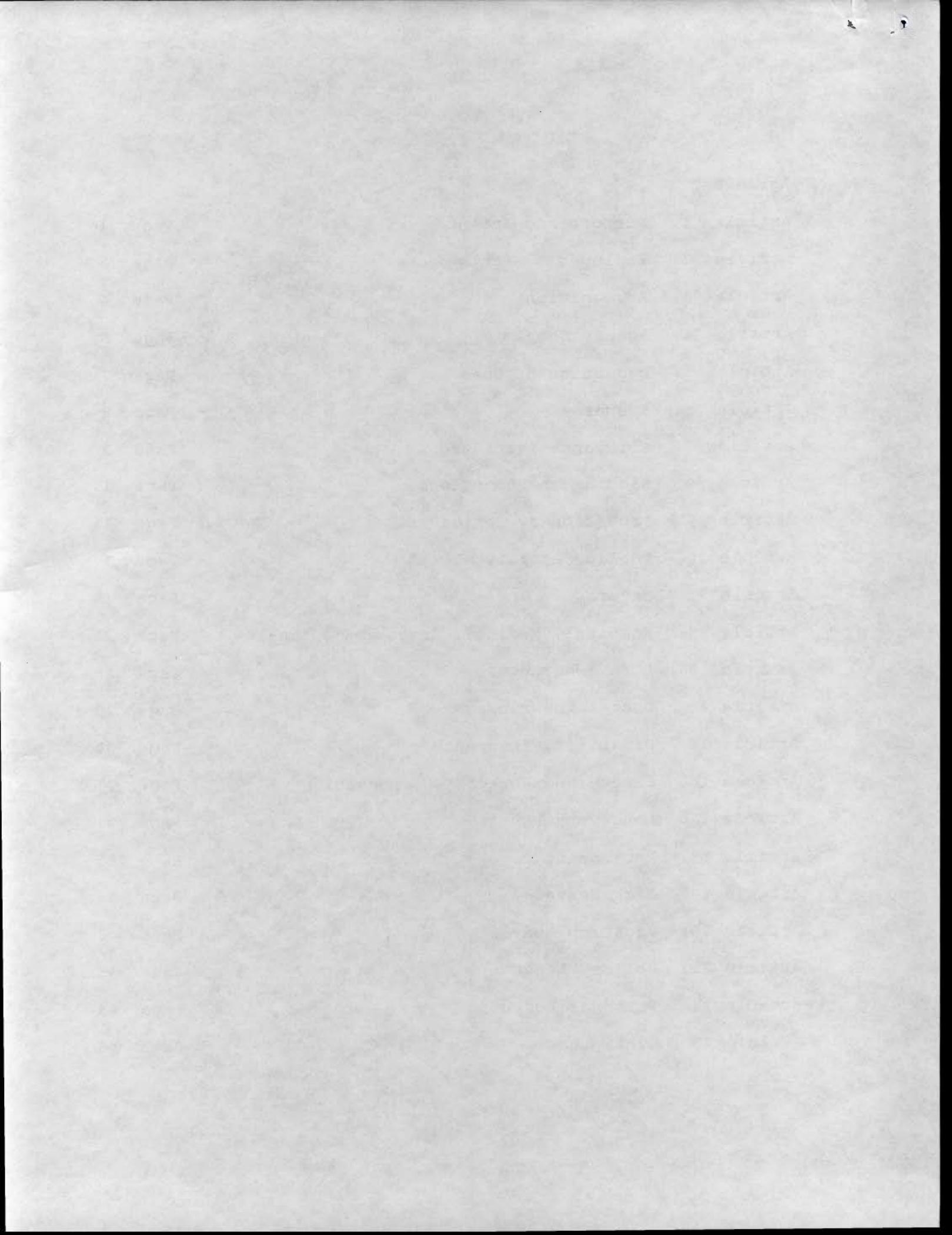
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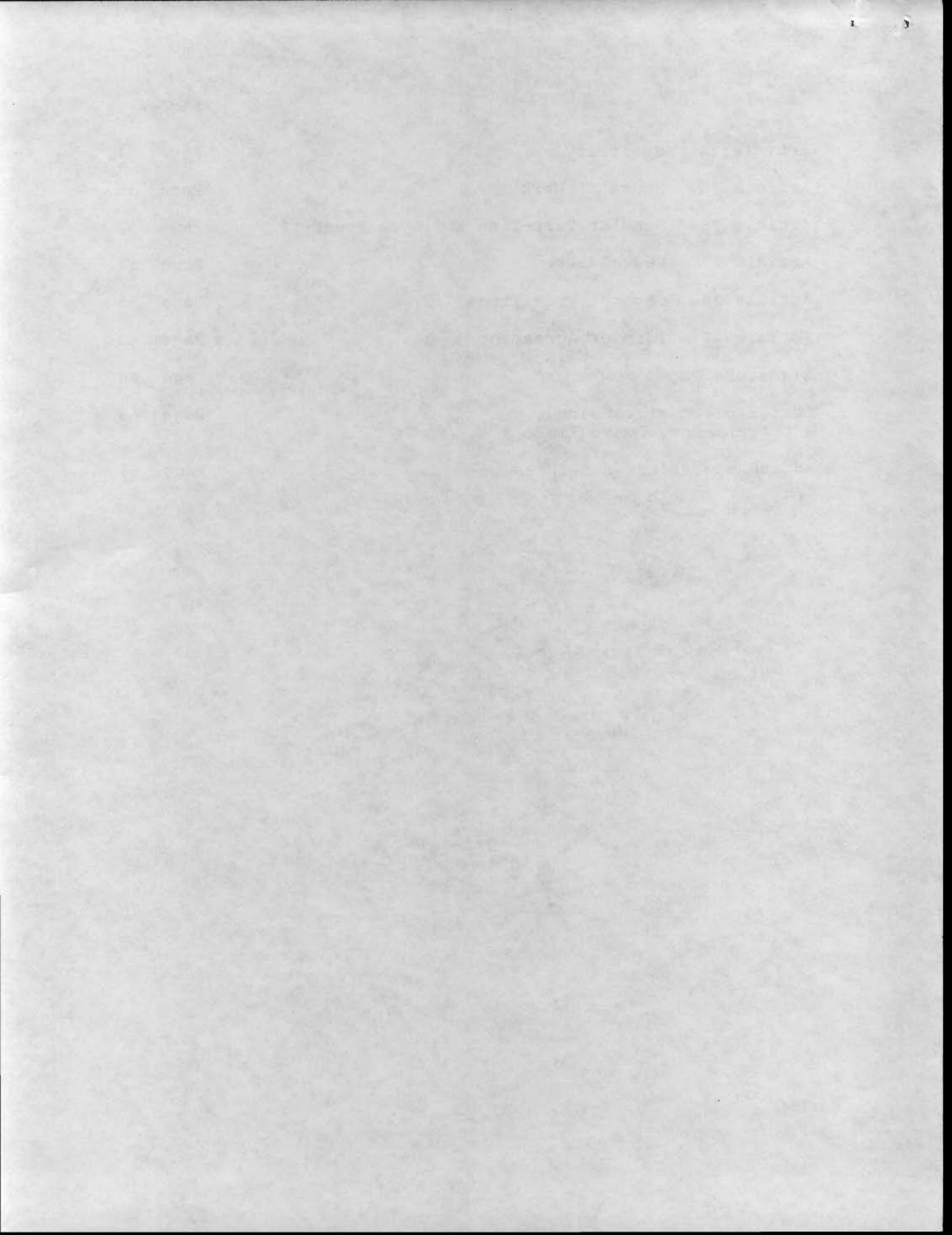
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AGREEMENT

THIS AGREEMENT is made and entered into on the 20th day of February, 1996, by and between the 54-B District Court, East Lansing, Michigan (hereinafter referred to as the "Court" or "Employer") and Teamster Local Union No. 580, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

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ARTICLE 1

PURPOSE AND INTENT

The general purpose of this Agreement is to fix basic wages, hours, working conditions and a method of adjusting disputes, and to promote orderly and peaceful labor relations for the mutual interests of the Court and the employees and the Union.

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

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

ARTICLE 2

EMPLOYER'S RIGHTS

The Court on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, and the East Lansing City Code and any modifications made thereto except as limited by this Agreement. The exercise of these powers, rights, authority, duties and responsibilities by the Court shall be limited by the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are limited by this Agreement are reserved to and remain vested in the Court, including, but without limiting the generality of the foregoing, the right:

- a) To manage its affairs efficiently and economically, including the determinations of quantity and quality of services to be rendered;
- b) To introduce new equipment, methods, machinery or change or eliminate existing equipment and institute technological changes, decide on materials, supplies, services, equipment and tools to be purchased;
- c) To determine the size of the work force and increase or decrease its size;
- d) To hire, assign, and permanently or temporarily lay off employees;

e) To permit municipal employees other than employees covered by this Agreement to perform bargaining unit work during an emergency;

f) To direct the work force, assign work and determine the number of employees assigned to operations;

g) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications.

h) To discipline and discharge employees for just cause.

i) To adopt reasonable working rules not inconsistent with this Agreement provided, however, that the reasonableness of a work rule shall be subject to the grievance procedure; and

j) To select employees for promotion or transfer and to determine the qualifications and competency of employees to perform available work.

The Court shall, in the exercise of its management rights, comply with whatever its legal obligations are concerning notice to the Union and the Union Steward before implementing any change in wages, hours, or working conditions that has a substantially adverse impact on the employees covered by the contract.

ARTICLE 3

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 336, Public Acts of Michigan, 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Court included in the bargaining unit which consists of the following regular full-time and regular part-time positions: deputy and senior court clerks, parking supervisor, administrative court clerk, lead probation officers, probation officers, probation secretaries, court warrant officers, chief deputy clerk, but excluding district court judge, court administrator, magistrate, chief probation officer, court recorder, confidential employees, work study law clerks, probation interns, and all other employees.

The Court will provide notice to the Union and Union Steward when it creates new positions not listed in this Article 3, Recognition.

ARTICLE 4

AGENCY SHOP

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

Section 2. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligations to the extent that he/she receive equal benefits. The Union 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 Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 3. In accordance with the policy set forth under Sections 1) and 2) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money not to exceed that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money not to exceed the Union's regular and usual dues. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall

start thirty-one (31) days following the date of employment.

Section 4. Employees shall be deemed to have complied with the terms of this section if they are not more than sixty (60) days in arrears for membership dues or representation fees respectively.

Section 5. Employees who fail to comply with the provisions set forth above, shall have their employment terminated immediately upon expiration of the above stated time limits and receipt of written notice of that fact from the Union. The Union agrees to hold the Employer harmless in any action arising out of and pursuant to the provisions of this article.

ARTICLE 5

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 and/or initiation fees of Local No. 580 provided, however, that the Union presents to the Employer authorizations, signed by such employees allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues will be deducted on a monthly basis from all employees within the bargaining unit that are members of the Union and have executed a dues check off form. The dues deduction form will be submitted directly to the Court Administrator. It is understood that with respect to dues, employment any day of a calendar month obligates the employee to pay full monthly dues for that month.

Section 2. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union initiation fee and/or dues. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 6

STEWARDS

Section 1. The employees covered by this Agreement shall be represented by one (1) steward and one (1) alternate steward. In the event the regularly assigned steward is not available, the alternate steward may act on his/her behalf.

Section 2. The steward and alternate steward shall be chosen in any manner the Union may designate, but shall have been in the regular employ of the Employer for at least one (1) year prior to their selection. The Union will notify the Employer in writing of the names of these employees.

Section 3. The steward, during working hours, without loss of time or pay, may with permission from the Court Administrator, investigate, resolve and present grievances to the Court Administrator. The steward shall be allowed up to one (1) hour per grievance to investigate the grievance and reduce it to writing on a standard grievance form. The steward may further attend the grievance step meetings without loss of time or pay. The steward will also be allowed a maximum of eight (8) hours for each day of an arbitration hearing without loss of time or pay. No steward shall be given additional compensation for time spent in arbitration sessions which exceed their normal work day. It is understood that the Court Administrator will allow time off as soon as reasonably possible as the Court's schedule permits. Other than as provided herein, there shall be no concerted union or grievance activity on paid time or on court premises except by mutual agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference between the Court and the Union with respect to the interpretation or application of this Agreement.

All grievances, except those hereinafter specified, must be presented in the first step of the grievance procedure. Grievances involving the discharge, suspension or layoff of an employee must be presented in the second step of the grievance procedure. Unless grievances are so presented within five (5) work days from the date the employee had knowledge or should have had knowledge of the cause for grievance, the right to file a grievance shall be waived. Any grievance not appealed to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Rights of Management which are not expressly limited by the provisions of this Agreement shall not be subject to the grievance procedure and arbitration as provided herein. Time limits as provided herein may be extended by mutual agreement in writing.

The grievant shall be allowed a maximum of one (1) hour with pay per grievance to meet with the steward for the investigation and writing of the grievance. The grievant may further attend the grievance step meetings, without loss of time or pay and shall be allowed a maximum of eight (8) hours with pay for an arbitration hearing.

Subject to the provisions of Article 8, grievances may be

taken up in the following manner:

Step 1. The employee involved shall orally discuss the grievance with the Court Administrator or designee who shall reply to the grievance by the end of the fourth workday after the day of oral presentation to him/her.

Step 2. If the matter is not satisfactorily adjusted in Step 1, the grievance shall be reduced to writing on a standard grievance form, signed by the employee involved, dated and presented to the Court Administrator or his/her designee within five (5) work days after the Step 1 answer with the Court Administrator or designee. The written grievance shall contain a brief statement of the nature of the grievance, shall identify the section or sections of the Agreement allegedly violated and shall state the relief sought. Within five (5) work days the Court Administrator or his/her designee shall note his/her disposition thereon, sign, date and return two copies of the grievance to the employee.

Step 3.

- a. If the matter is not satisfactorily adjusted in Step 2, within five (5) work days a conference shall be called between an official or officials of the Union, the Union Steward, the affected employee and the representatives of the Court for the purpose of attempting to adjust the grievance.
- b. There shall be a conference held immediately after Step 3.(a) between the representatives of the Court and the officials of the Union, including the Union Steward, for the purpose of

attempting to adjust the grievance.

Step 4. If the matter is not adjusted in Step 3, the Union may, by written notice to the Court no later than two work days following the next regular Union meeting or thirty days, whichever occurs first after the Step 3 answer, request that the grievance be referred to an impartial arbitrator selected in the manner hereinafter stated. The Union, within ten (10) calendar days of the date of its notice to the Court of desire to arbitrate the grievance shall notify the Federal Mediation and Conciliation Service who shall be required to furnish an odd-numbered list of nine qualified arbitrators, all of whom shall be members of the National Academy of Arbitrators. It is also agreed that the FMCS shall make their random panel selections from the States of Michigan, Ohio, Indiana and Illinois. The arbitrator shall be chosen by the alternate striking of names by the Court and the Union until only one name remains. Either party may request that a second panel be furnished if the first list is not acceptable. Following the selection of the arbitrator, the parties shall make arrangements with him/her to hear and decide the grievance without reasonable delay. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have any authority to add to, detract from or alter in any way the provisions of the Agreement. His/her award shall be final and binding upon the Court, the Union and all employees. The costs of the arbitration shall be shared equally. For the purposes of this

provision, the term "costs" shall include the arbitrator's fees, court reporter fees, and the cost of the hearing room. Except by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time, except as to those grievances that involve the same facts and the same legal issues.

Section 2. There shall be a sincere desire on the part of each of the parties to settle grievances in the shortest possible time. Extensions of time limits will be by written mutual consent of both parties.

ARTICLE 8

BIDDING ON PROMOTIONS

The Court Administrator will post all vacant positions for five (5) calendar days. A vacancy is defined as any new or currently available bargaining unit position that the Court determines in its sole discretion to permanently fill by a promotion. In addition to bids from current bargaining unit members, the Court is free to solicit and accept applications from City employees and from the general public during or after the five (5) day bid period. In selecting among the candidates, the Court is free to choose the best overall applicant taking into consideration, for example, past Court or City service including the nature of such past service, overall attendance, skill and ability. The Court will give consideration to all bargaining unit members by interviewing all employees who apply for a position. Where two or more competing candidates who are bargaining unit members are otherwise equal, bargaining unit seniority shall prevail and full-time seniority shall have preference over part-time seniority. If the Union so requests, the Court will give reasons in writing to the Union as to why the non-bargaining unit candidate received the position. No down-bidding shall be permitted except as approved by the Court Administrator. Down-bidding from part-time to full time is allowable. To be eligible to bid, an individual must have served in his/her present position for at least six (6) months and have passed the probation period. This probationary period requirement may be waived by mutual

agreement of both parties. However, part-time Court and City employees are free to bid on any posted full-time position at any time. Full-time entry level positions, full-time positions merely being converted from part-time, and part-time positions may, but are not required to be posted. In the event it is determined that the Court has violated any aspect of this provision, the sole remedy shall be a posting procedure of the position in dispute without pay or any other relief.

ARTICLE 9

PROBATIONARY PERIOD

Section 1. Purpose: A probationary work period is designed so that an individual has an opportunity to learn a new job and the Court has an opportunity to evaluate and decide if that individual can properly perform the job.

Section 2. New Employees: All new employees of the Court are subject to a new hire probationary work period of no less than six (6) months uninterrupted by any service break. New employees shall receive a written evaluation at the three (3) month and six (6) month levels in order for the employee to know and correct any performance deficiencies. A new hire probationary period may be extended for up to an additional six (6) months by the Court Administrator if there is concern about the ability of the new employee to effectively perform the duties of the position. If the new hire probationary period is extended, the employee and Union shall receive a written explanation for the extension from the Court Administrator two (2) weeks prior to the employee's six (6) month anniversary date. Following this extension the employee shall be evaluated at the eight (8) month, ten (10) month and one (1) year levels in order for the employee to know and correct any performance deficiencies. New hires on probation do not have access to the grievance procedure. Nothing contained herein is to be construed as a guarantee to any new hire probationary employee of a specific duration of employment.

Nothing contained in this section shall prevent the steward

from filing a grievance on behalf of a probationary employee concerning matters other than discipline or discharge.

Section 3. Promoted Employees: An employee promoted shall be on probation for six (6) months uninterrupted by any service break. Promoted employees shall be evaluated at the three (3) month and six (6) month levels in order for the employees to know and correct any performance deficiencies. The probationary period for a promoted employee may be extended for sixty (60) days by the Court Administrator if there is concern about the ability of the promoted employee to effectively perform the duties of the position. The Union shall receive two (2) weeks advance notice of the extension in writing. Employees promoted who cannot successfully complete their probationary periods shall be reinstated to their former positions, provided that the Court's circumstances have not changed so as to make it impossible or unreasonable to do so.

ARTICLE 10

PUBLIC SECURITY

Court employees may not engage in strikes, sit-downs, stay-ins, stoppages of work, or the interruption of services provided by the Court, including strikes or other types of unlawful or prohibited job actions taken in sympathy for the actions of other employee groups.

Any Court employees engaging in, instigating or leading any activity herein prescribed shall immediately have their benefits terminated and shall be subject to disciplinary action up to and including discharge.

ARTICLE 11

LAYOFF

Section 1. Layoff. Should a reduction in force become necessary due to a lack of work or funds or due to reorganization of Court services, the Court shall determine the positions to be affected. If layoffs occur, new hire probationary employees shall be laid off first, followed by part-time employees, followed by regular full-time employees within the position. Given equal ability to do the available work by employees within a given position, the employee with the most continuous service with the Court in a regular full-time capacity will receive preference for retention at any time of layoff or recall from layoff. Continuous service for purposes of this article means actual time worked, including any paid leave time. When it is necessary to lay off employees, the Court will endeavor to give the affected employees as much advance notice as reasonably possible.

Section 2. Bumping. A laid off employee may bump subject to the following procedure:

- 1) The laid off employee shall bump the most junior employee in the same classification, except employees may not bump into court officer positions. If there is no employee in the same classification with less seniority, then the laid off employee shall bump the most junior employee in the next lower classification for which the employee is qualified, if the laid off employee has greater seniority.
- 2) The employee may only bump if he or she has the skills,

ability and required education, training and certification qualifications as set forth on the job description at the time of the decision to exercise the bumping right.

- 3) The employee must satisfactorily perform all the duties of the position within the first ten (10) days on the job.
- 4) An employee may bump only once per lay off, and if unable to perform the job, will be laid off.
- 5) An employee must exercise his or her bumping right in writing within five (5) working days of receipt of the lay off notice.
- 6) Part time employees may not bump full time employees.
- 7) An employee who has been displaced by being bumped will be treated as having been laid off, and will be subject to the provisions set forth in this section.

Section 3. Recall. When filling a vacancy, the employee with the most continuous full-time service within the same classification who is on a layoff status shall be called back first, as long as he or she has the skills, ability, and required education, training and certification qualifications as set forth on the job description. If there is no full time employee available within the classification to be called back from layoff, employees laid off from other classifications will be given first consideration, in order of seniority, with full time seniority having preference over part time seniority. If there are no employees who are on layoff who have the ability to do the available work, the Court shall be free to hire new employees to perform such work.

An employee recalled from layoff shall be notified by certified, return receipt mail with the letter sent to the employee's last known address. It is the employee's responsibility to keep the Court informed of their current address and telephone number at all times. The employee notified shall contact the Court within five (5) working days after the date of notification and shall report to work within ten (10) working days, or shall be deemed to have refused employment and shall be removed from the recall list.

An employee is considered to be on an indefinite layoff for three (3) consecutive years, or length of seniority, whichever is less. An employee who refuses an offer of employment for a position classified at the same level of pay or higher than the level from which the employee was laid off, or an employee who cannot be contacted to return to employment shall no longer be considered to be on layoff status, and shall be removed from the recall list.

An employee who is laid off may receive a payout for any accrued leave benefits and retirement benefits as per the rules promulgated herein for termination of employment, or may freeze accrued leave benefits and retirement benefits in anticipation of a return from layoff status.

An employee on layoff status shall not be entitled to pay or benefits. Said employee will not lose accrued seniority due to the layoff, but will not accrue additional seniority while on layoff status.

ARTICLE 12

HOSPITAL, MEDICAL AND DRUG INSURANCE

1) Eligibility

All regular full-time employees of the Court are eligible to enroll in one of the group hospital, medical and drug insurance plans provided through carriers selected by the City. Full plan descriptions are available in the City's Human Resource Department.

The original coverage begins on the date of hire. If an employee decides for some reason not to take advantage of hospitalization benefits at the time of hire, the employee must wait until the June reopening to enroll. Coverage would become effective July 1st.

Employees may add new members (dependents) to their coverage within thirty (30) days of the event or the employee must otherwise wait until the June reopening to add the new members.

It is stipulated and agreed that a Court employee may continue eligibility for hospitalization and medical and related coverage under a City funded policy or plan as a Court employee or as a dependent of another Court or City employee, but not as both an employee and a dependent. It is further understood that all of a Court employee's eligible dependents must be covered exclusively as dependents in connection with either the Court employee's coverage or entirely in connection with another Court or City employee's coverage. All changes in status are governed by the plan or policy and the provisions set forth herein.

Effective at the close of the enrollment period of July 1,

1996, there will be one health plan available to employees called the City of East Lansing self-insured health plan. Within this plan there will be two networks, Sparrow Physician's Health Network (SPHN) and Preferred Provider's of Michigan (PPOM). Employees and retirees who retire on or after January 1, 1996 may select either network once a year at the open enrollment period. No other health plans will be available to employees or retirees who retire on or after January 1, 1996.

The SPHN Network provides for 100% coverage in-network with a \$5.00 co-pay for in-network services. Out of network benefits provide for a \$250 single/\$500 family deductible for all benefits. After meeting the deductible, benefits are paid at 80%/20% of the first \$5,000 of reasonable and customary charges.

The PPOM network provides a 100% benefit with a \$5.00 co-pay for in-network services. Out of network benefits provide for a \$200 single/\$400 family deductible for Base benefits. After meeting the deductible, Base benefits are paid at 100% of reasonable and customary charges. Out of network benefits also provide for a \$200 single/\$400 family deductible for Major Medical benefits. After meeting the deductible, Major Medical benefits are paid on a 90%/10% basis of the first \$10,000 of reasonable and customary charges.

It is understood that the descriptions for each network above are intended to highlight the health care coverage provided for each network. Complete information is described in the "Certificate of Coverage" issued by each network and incorporated

by reference herein.

Also effective at the close of the open enrollment period on July 1, 1996, the following premium co-share program shall be implemented for full-time members of the bargaining unit who elect coverage under the PPOM network:

Single	\$11.81 per month
Double	27.86 per month
Family	29.60 per month

There shall be no premium co-share for employees who select the SPHN network or for retirees. The Court reserves the right to substitute carriers of this coverage provided the costs to the employees are not increased and the benefits received are equivalent.

2) Section 125 Flexible Benefits

Effective July 1, 1996, the Court will provide a section 125 (IRS Code) flexible benefit program which allows the employee to use pre-tax income to pay medical premiums, excess medical costs not paid by the health insurance plan and dependent care expenses. The decision to use the flexible benefit program is at the discretion of the employee and subject to the rules of the IRS.

3. Spousal Access

Effective July 1, 1997, if an employee's spouse is employed full-time and has medical coverage available to him or her under a plan offered by his or her employer, the spouse must enroll in the medical plan for employee coverage in order for the spouse to be eligible for medical coverage through the City of East Lansing. Full coordination of benefits will apply at all times. This

provision is waived in the event the spouse is required to make a medical premium contribution for the coverage.

4. Coordination of Benefits - Automobile Insurance

Effective July 1, 1996, an employee's automobile insurance coverage is primary for auto-related accidents. Charges incurred for medical costs with respect to any accidental bodily injury which arises out of the ownership, operation, maintenance or use of a personal motor vehicle will be covered under the City's medical plan as the secondary insurer. The City agrees to hold harmless any employee in the event of a dispute between the automobile insurance carrier and the City's insurance carrier as to which is primary, including payment of claim directly and subsequently resolving the dispute with the auto insurance carrier.

5) Waiver of Group Hospitalization - Medical Coverage

Effective March 1, 1992, an employee may voluntarily waive his or her right to participate in plans made available by the Court. For those not selecting a health insurance benefit, the Court shall pay \$125.00 per month less deductions required by law. This amount shall increase to \$135.00 per month effective July 1, 1996.

Except as otherwise provided for herein, in order to be eligible for the waiver payment, the employee must, at the time of the initial waiver and upon request and hereafter, produce satisfactory proof of medical and hospitalization insurance coverage from another employer's policy or program that is not funded in whole or in part by Court or City funds.

With respect to a Court employee who is also eligible for

dependent insurance coverage in connection with a City employee's coverage, the Court will pay such Court employee seventy-five (\$75) dollars per month less deductions required by law provided a waiver of coverage as a Court employee is executed without prejudice to the Court employee's right to maintain his or her dependent coverage in connection with a City employee's coverage. All currently employed at the signing of this contract are grandfathered in under this provision for the length of this contract. For new employees or for employees who marry after July 1, 1996, where both spouses are employed by the City and/or the Court, one may not declare the other a dependent on his or her health plan. Additionally, one or the other must insure dependents on the health plan, but not on both plans.

A waiver from the Plan requires execution of the proper Waiver Form available in the City's Human Resources Department. The effective date of loss of coverage will be on the last day of the month during which the Waiver Form was executed.

Under this waiver provision, an employee agrees to drop health coverage for a period of at least one (1) year from the effective date coverage is waived and may thereafter re-enroll during any annual re-enrollment period after the non-enrollment year has lapsed.

An employee may re-enroll earlier than one (1) year if he or she provides, in writing, evidence of loss of alternative medical coverage.

6) Retiree Coverage

A regular full-time employee who retires under the provisions of the Michigan Municipal Employees' Retirement System, pursuant to Section F55 at age 55 or older (age 55 or older with 25 or more years of credited service) may continue in the group hospital, medical and drug insurance plan. The retiree may continue to have his or her spouse and dependents insured provided the retiree pays the premium as prescribed by the City.

The Court shall pay the premium for the retiree as specified above and his or her spouse. In the event the retiree and spouse should divorce, the Court will no longer provide premiums for health insurance for the spouse, but the spouse would have conversion privileges. The spouse of record is the spouse at the time of retirement. If the retiree should predecease his or her spouse, the Court will continue to insure the spouse. Should the spouse remarry, the Court will no longer provide coverage, but the spouse would have conversion privileges.

Effective June 30, 1991, the Court agrees that employees who retire between the ages of fifty (50) and fifty-five (55) with twenty-five (25) or more years of credited service may, at their option, be carried on the Court's group hospitalization plan at the group rate, providing they pay the premium for the choice of such coverage quarterly and in advance. The Court agrees that when the retiree reaches age fifty-five (55), the provisions as stated in the previous paragraph shall be applicable with coverage paid by the Court. Retirees may change to another network during the annual reopening period and if they do are subject to plan changes;

but are not otherwise subject to plan changes.

7) Optical

All regular full-time employees of the Court are eligible to participate in the group optical plan through a carrier selected by the City. Employees may insure dependents at his or her own expense. A full description of the optical plan is available through the City's Human Resources Department.

8) Continuation of Insurance

Hospitalization will not be provided at Court expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days, except as required by the Family and Medical Leave Act.

ARTICLE 13

LIFE INSURANCE

1) Enrollment and Amounts of Coverage

Regular full-time employees who have completed six (6) months of continuous employment with the Court shall be provided a group life insurance policy with accidental death and dismemberment provisions at Court expense. The amount of coverage is as follows:

<u>Annual Compensation</u>	<u>Life Insurance</u>	<u>AD&D</u>
less than \$10,000	\$20,000	\$20,000
\$10,000 to \$19,999	\$25,000	\$25,000
\$20,000 and over	\$30,000	\$30,000

2) Policy Changes

Policy changes are made on January 1 of each year with the full amount of the policy based on the annual salary of employees on the first regularly scheduled full pay period of the current fiscal year.

ARTICLE 14

DENTAL INSURANCE

All regular full-time employees of the Court are eligible to participate in a group dental plan through a carrier selected by the City. A full description of the dental plan is available through the City's Human Resource Department.

ARTICLE 15

DISABILITY INSURANCE

The Court shall provide a disability insurance plan for regular full-time Court employees covered by this Agreement, and the Court shall have the right to select a suitable insurance carrier to select said benefits. The plan requires 100% participation by regular full-time employees covered by this Agreement with the Court paying up to \$15 per month per employee and each employee paying the balance through payroll deduction for monthly premiums. A full description of the disability insurance plan is available through the City's Human Resource Department.

ARTICLE 16

SAFETY AND WORKER'S COMPENSATION

1) Reporting

Employees are expected to comply with any Court safety rules or regulations. Where appropriate, supervisors will inform employees of special safety guidelines. If any on-the-job injury occurs or if an unsafe condition exists, it must immediately be reported to the employee's supervisor for appropriate action.

2) Full Pay for 30 Calendar Days

The Court, in accordance with State law, provides worker's compensation if an employee is injured in the course of employment. An employee who receives compensation under the worker's compensation insurance as provided by the Court shall, for a period of time herein prescribed, receive only that portion of his or her regular salary which, together with such compensation, equals his or her regular salary.

3) Use of Leave Time

After the first thirty (30) calendar days of compensation the amount of compensation provided by the Court shall be deducted from the employee's accumulated leave. When the amount of the employee's accumulated leave has been depleted, the Court will no longer pay the difference between worker's compensation and the employee's salary. An eligible employee will continue to accrue and receive benefits while receiving full compensation. When this period has elapsed, he or she shall be deemed to be on inactive status and will not be eligible to accrue or

receive benefits other than those stipulated in this section.

4) Simultaneous Payments

Simultaneous payments with worker's compensation shall not be paid for injuries received because of negligence on the part of the employee injured. In case of failure of an employee to report within twenty-four (24) hours any injury sustained by him or her, it may be deemed that such injury resulted from his or her own negligence.

5) Extensions

Any employee may apply to the Court Administrator for an extension of the initial thirty (30) calendar day period during which the Court is supplementing worker's compensation payments. The Court Administrator shall make a final and binding decision as to whether or not the above thirty (30) calendar day period shall be extended, and if so the appropriate duration of such extension. Approval for such extensions shall be within the sole discretion of the Court Administrator and these decisions are not subject to the Grievance and Arbitration Procedure.

6) Health Insurance

Regular full-time employees who are receiving worker's compensation under the City's policy and who exhaust paid leave benefits shall continue to be covered by the City's group hospital, medical and drug plan with payments made by the Court.

ARTICLE 17

LONGEVITY PAY

1) Eligibility

All regular full-time and regular part-time employees in the active service of the Court on or before October 1 of any year are entitled to a longevity bonus for a prescribed length of service with the Court.

a) Longevity pay is computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay. The percentage computation is based on the annual salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which the longevity bonus is due. The maximum amount of an employee's salary which is subject to longevity computation is \$14,000. Said amount of salary which is subject to longevity computation shall be increased to \$16,000 effective July 1, 1996.

b) Following completion of five (5) years of continuous service on or before October 1 of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees who terminate between October 1 dates are eligible for a calendar month prorated payment of their longevity bonus payable upon separation. Employees who work up to the 15th calendar day of the month or longer are entitled to a full month's proration.

c) Payments to employees who become eligible on or before October 1 of any year shall be due the subsequent December 1.

d) Longevity Payment Schedule:

<u>Continuous Service</u>	<u>Annual Payment Based on \$14,000 Maximum Salary</u>
5 or more and less than 10 years	2% of annual wage
10 or more and less than 15 years	4% of annual wage
15 or more and less than 20 years	6% of annual wage
20 or more years of continuous service	8% of annual wage

(e) A final lump sum longevity payment will be made on December 1, 1995 and effective September 25, 1995, sections (a) through (d) are hereby eliminated and the following language is substituted:

All regular full and part time employees in this bargaining unit shall be entitled to longevity pay for prescribed length of service with the Court/City as indicated below:

<u>CONTINUOUS SERVICE</u>	<u>ADDITIONAL PAY</u>
5 or more and less than 10 years	\$.13 per hour
10 or more and less than 15 years	\$.27 per hour
15 or more and less than 20 years	\$.40 per hour
20 or more years of continuous service	\$.54 per hour

Effective July 1, 1996, this amount shall be as follows:

<u>CONTINUOUS SERVICE</u>	<u>ADDITIONAL PAY</u>
5 or more and less than 10 years	\$.15 per hour
10 or more and less than 15 years	\$.31 per hour
15 or more and less than 20 years	\$.46 per hour
20 or more years of continuous service	\$.62 per hour

Changes to the five year, ten year, fifteen year and twenty year longevity benefit for an employee are effective on the first payroll period following the employee's anniversary date.

ARTICLE 18

RETIREMENT

1) Eligibility

All Court employees shall become members of the City's retirement system. The City belongs to the Michigan Municipal Employees' Retirement System. Full descriptions of the retirement system are available in the City's Accounting/Data Processing Department.

2) Coverage

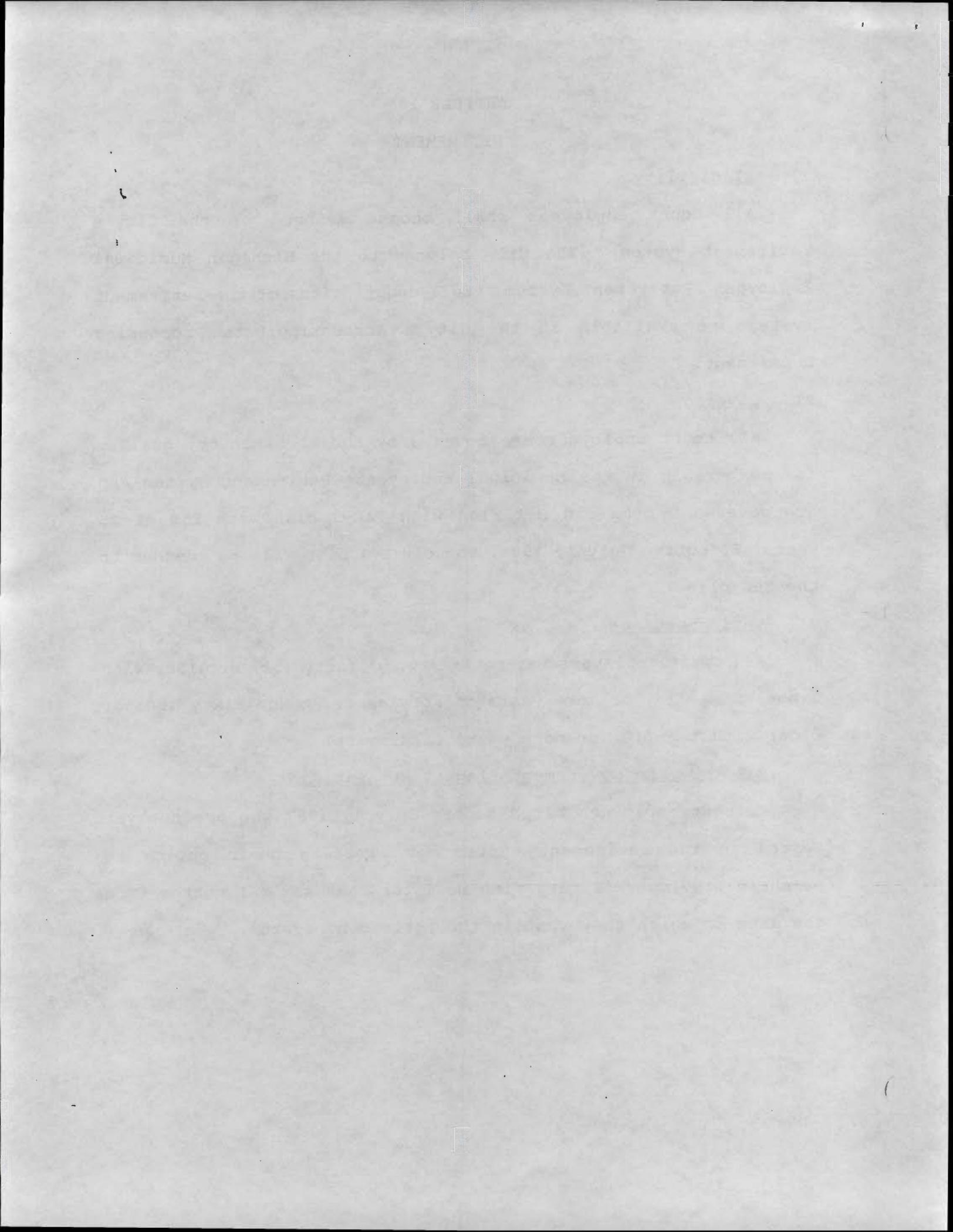
All Court employees are covered by Social Security, qualify for membership in the Municipal Employees' Retirement System and are covered by the old C-1 plan with FAC-3 plan with F50 at 25 years. Effective July 1, 1996, the old C-1 plan will be amended to the B-2 plan.

3) Retirement Age

All Court employees may retire at age fifty (50) or older with twenty-five (25) or more years of service or at age sixty (60) or older with ten (10) or more years of service.

4) Military and Government Blanket Resolution

Current employees hired before July 1, 1987 who are not yet vested in the retirement system may exercise their option to purchase previous military time no later than six (6) months from the date on which they vest in the retirement system.



ARTICLE 19

SICK LEAVE

1) Eligibility

All regular full-time and regular part-time employees are eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave immediately and may use sick leave after completion of the first month of service up to the amount accumulated at the time of illness. Employees injured on any other gainful employment outside of Court employment are not eligible for sick or worker's compensation benefits through the Court.

2) Sick Leave Use

Sick leave is not a privilege which employees may use as additional leave time, but is a benefit which may be used only in cases of actual sickness, disability or pregnancy. Sick leave may also be used for doctor or dentist visits, or in the case of illness in an employee's immediate family. Immediate family is defined for purposes of this article as the employee's spouse and children. While absent from work due to illness or injury, employees shall be paid for their sick leave credit as provided herein.

3) Procedure

To receive compensation while on sick leave, employees shall notify the Court Administrator or designee prior to or at the time set for the beginning of the workday unless unusual circumstances prevent proper notification. When absences are for more than one (1) week, employees are required to file a physician's certificate

unless the Court Administrator or designee has personal knowledge of the employee's sickness or disability. No sick leave shall be granted without the approval of the Court Administrator or designee. In the case of illness or injury, sick leave benefits must be used prior to using other leave time benefits.

4) Computation of Benefits

a) Regular full-time employees are entitled to sick leave credits of eight (8) hours for each completed month of service.

Regular part-time employees are entitled to a prorated share of sick leave as follows:

$$\frac{\text{average number of hours worked per week}}{40.0} = \text{percent of normal hours worked per week}$$

$$\begin{aligned} & (\text{percent of normal hours worked per week}) \times (8 \text{ sick leave hours per month}) \\ & = \text{prorated share of sick leave} \end{aligned}$$

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

b) Sick leave is earned from the first full work day of employment. The amount of sick leave charged to an employee shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during a sick leave absence. No sick leave credits may be earned during a leave of absence without pay.

c) Any unused sick leave becomes accumulative with the accumulation of sick leave being unlimited.

d) Payment shall be made for one-half (1/2) of an employee's

accumulated sick leave up to a maximum payment of sixty (60) days at retirement (directly to the employee) or at death (for the employee's heirs).

If an employee freezes retirement benefits after ten (10) or more years of service and leaves the employment of the Court, that employee shall not be entitled to a payment for accumulated sick leave.

e) Retirement is defined as those retirees from the Court who qualify for retirement under the provisions of the Michigan Municipal Employees Retirement System.

f) The City will either prorate an employee's sick leave credits over twenty-six (26) payroll periods in a year or credit the employee on a monthly basis. This method of accounting shall not result in a reduction of sick leave benefits due an employee.

5) Absenteeism Control

a) Absenteeism shall be considered excessive when an employee has four (4) or more occurrences (includes sick leave with pay, sick leave without pay and/or unpaid leave of absence) in a one (1) month period. An occurrence is considered to be one or more consecutive periods of time off exclusive of pre-arranged doctor or dentist visits.

b) Absenteeism is also considered excessive when an employee has eight (8) or more occurrences in a six (6) month period. The circumstances of absenteeism will be reviewed on an individual basis with the employee by the District Court Administrator.

6) Medical Examination

Employees may be required to submit to physical examinations by a physician or clinic approved by the Court at Court expense. If submitted in advance and approved, such physician or clinic may be selected by the employee. Such exam may include full and complete medical screening. At the time such a request is made, the employee and the Union steward will be advised of the reason or reasons for making such a request. This provision shall be subject to the grievance and arbitration provisions of this Agreement and shall not be invoked by the Court for arbitrary or discriminatory reasons.

ARTICLE 20

VACATION LEAVE

Section 1. Eligibility: All regular full-time and regular part-time employees are eligible to accumulate and receive vacation leave benefits. Vacation leave is based on length of continuous service with no vacation leave being earned during a leave of absence without pay. No new employees may take vacation leave until having completed six (6) months of continuous service.

Section 2. Procedure: The times at which an employee may take a vacation are determined by the Court Administrator with due regard for the wishes of the employee and the needs of the Court. Advance notice is necessary so that the Court Administrator shall have sufficient time to make the vacation schedule and to arrange the work schedule accordingly.

Section 3. Computation of Benefits:

a) The amount of vacation leave earned per year by each regular full-time employee is as follows:

<u>Length of Employment</u>	<u>Vacation Accrual</u>	
	<u>Days/Year</u>	<u>Hours/Year</u>
Date of hire-5 years	13	104
Over 5 through 10 years	14	112
Over 10 through 15 years	18	144
Over 15 years	23	184

b) Employees hired into regular full-time positions after December 1, 1987 shall earn vacation leave as follows:

<u>Length of Employment</u>	<u>Vacation Accrual</u>	
	<u>Days/Year</u>	<u>Hours/Year</u>
Date of hire-5 years	10	80
Over 5 through 10 years	12	96
Over 10 through 15 years	15	120
Over 15 through 20 years	20	160
Over 20 years	22	176

c) Regular part-time employees are entitled to a prorated share of vacation leave as follows:

$$\begin{array}{rcl}
 \frac{\text{Average Number of Hours}}{\text{Worked per Week}} & = & \text{percent of normal hours worked per week} \\
 40.0 & & \\
 (\text{percent of normal hours worked per week}) \times & = & \text{prorated share of vacation leave} \\
 (\text{normal vacation accrual per years of service}) & &
 \end{array}$$

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

d) Vacation leave is computed from the first full workday of an employee. If a legal holiday falls within an employee's vacation period, vacation leave will not be deducted for the holiday.

e) Vacation leave is accumulated on a month-to-month basis with a maximum accumulation of two (2) years equivalent accrual.

f) The amount of vacation leave charged to employees shall be equal to the number of regularly scheduled hours they would otherwise have worked.

g) The Court will either prorate an employee's vacation leave credit over twenty-six (26) payroll periods in a year or

credit the employee on a monthly basis. This method of crediting will not result in a reduction of the amount of vacation leave due an employee.

ARTICLE 21

HOLIDAY LEAVE

Section 1. Eligibility: All regular full-time and regular part-time employees are eligible to receive holiday leave benefits. To qualify for holiday benefits an employee must work on the Court's regularly scheduled workday or be on approved paid leave immediately preceding and immediately following the Court's scheduled holiday.

Regular part-time employees receive holiday leave on a prorated basis as follows:

Average Number of
Hours Worked Per Week = percent of normal hours
40.0 worked per week

Percent of Normal
Hours Worked Per Week X 8 hours per holiday

The average number of hours per week is based on the last six (6) months of employment or from the beginning of employment, whichever is shorter.

Effective July 1, 1991, part-time employees shall receive one additional hour of holiday pay for each holiday.

Section 2. Designated Holidays:

The following are designated as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	

Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Whenever a holiday falls on a

Sunday, the following Monday shall be considered the holiday.

Section 3. Compensation for Working on a Holiday:

a) Employees who are required to work on a designated holiday shall receive pay at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours so worked on the holiday. They shall also receive pay on a straight hour-for-hour basis for all hours worked on the holiday.

b) If an employee terminates employment with the Court, no holiday benefit will be granted after the last day worked. An employee on an unpaid leave of absence shall not qualify for holiday pay.

ARTICLE 22

PERSONAL LEAVE

All regular full-time and regular part-time employees are provided four (4) non-accumulating personal leave days each fiscal year. The procedure for using this additional leave time is the same as outlined for Vacation Leave, Article 13, Section 2, except that personal leave is available from the first day of employment.

New employees shall receive a prorated share of personal leave based on the ratio of the number of months remaining in the fiscal year from the date of hire.

Personal leave days are non-accumulating and must be used during the fiscal year or they shall be lost. An employee who has completed six (6) months of service or more and who terminates employment with the Court shall receive payment for any unused personal leave remaining in the fiscal year.

ARTICLE 23

OTHER LEAVE

Section 1. Military Leave:

a) Regular full-time and regular part-time employees who enlist in the Armed Forces of the United States shall be entitled to leaves of absence without pay for their period of service; provided that their total years of service do not exceed four (4) years, or five (5) years if "at the request and for the convenience of the Federal Government;" and provided further that they apply for re-employment within ninety (90) days of their honorable or satisfactory release from active duty, or from hospitalization continuing after such release for not more than one (1) year. Their years of service will be included in the computation of their longevity benefits and terms of employment, if applicable, and if physically fit to perform the duties of the position they held upon entering military service, such employees shall be reinstated to their former status and positions, or comparable ones, provided that the Court's circumstances have not changed so as to make it impossible or unreasonable to do so. This provision also applies to reservists who, voluntarily or involuntarily, are called up to active duty status (other than for purposes of determining physical fitness or for training).

b) Any regular full-time or regular part-time employees who are members of Reserve units in the Armed Forces and who are ordered to an initial period of active duty for training of not less than twelve (12) weeks shall also be entitled to leaves of

absence and re-employment as stated in paragraph (a), provided that their application for re-employment must occur within thirty-one (31) days rather than ninety (90) days of their release from active duty, or from hospitalization continuing after such release for not more than one (1) year.

c) Regular full-time employees who are members with active status of an Armed Forces Reserve Unit shall, at their request be granted a leave of absence for such time as is required to engage in an annual reserve training program. Request for military reserve leave of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay (exclusive of travel and subsistence pay) shall be allowed for a period of not more than two (2) weeks.

Section 2. Funeral Leave: A maximum of five (5) days funeral leave time with pay may be utilized for attendance at funerals of an employee's father, mother, spouse and children, and three (3) days funeral leave time with pay for sister, brother, grandparents, grandchildren, father-in-law and mother-in-law. A maximum of two (2) days sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission from the Court Administrator in each individual case. Additional time off may be granted at the discretion of the Court Administrator. The employer is to be notified immediately of a death in the family and

the extent of the employee's expected absence. In addition to the above, the employee at the sole discretion of the Court Administrator may take two (2) additional sick leave days for attendance at funerals. Attendance at funerals for other than family members requires the use of vacation or personal leave.

Section 3. Extended Sick Leave Absence: A leave of absence without pay for medical reasons for the employee or a member of the employee's immediate family will be as per the terms of the Federal Family Medical Leave Act.

Section 4. Maternity Leave:

a) An employee who is pregnant may request a maternity leave of absence. The leave shall be without pay and benefits unless the employee desires to use accumulated leave time benefits. The leave shall be without a loss of seniority. Maternity leave must be applied for in writing to the Court Administrator as prescribed by Family and Medical Leave Policy.

b) As is the case with all non-disabling illnesses, if it is necessary for the employee to restrict work-related activities, a doctor's certificate must be provided to the Court Administrator specifying the restrictions. It shall be the responsibility of the employee to safeguard the welfare of the unborn child.

c) An employee's maternity leave shall end twelve (12) weeks from the date on which it began. The employee may return to work earlier if the attending physician certifies that the employee is physically able to do so without restrictions. The employee must submit a release to the Court Administrator from the doctor before

returning to work.

d) A maternity leave may be extended for an additional twelve (12) weeks upon a written request to the Court Administrator by the employee and with the approval of the Court Administrator.

An extended maternity leave may be denied if no physical problems are evident and if the needs of the Court are not being met. The denial shall be put into writing and shall specify the reasons for denial. Physical problems resulting from maternity complications shall be governed by the sick leave and extended sick leave provisions of this Contract.

e) Upon returning to work the employee has the right to return to her position in which the employee worked at the time the leave of absence was granted or will be placed in substantially equivalent position.

f) An employee may use leave time credits in conjunction with the maternity leave but leave time credits may not be used to extend the maternity leave beyond the time approved by the Court Administrator.

g) An employee who fails to return to work at the end of a maternity leave or any approved extension thereof shall be discharged.

Section 5. Jury Duty and Witness Service: An employee asked to serve on a jury or as a witness shall be granted leave time without loss of pay, benefits or seniority. A copy of the subpoena must be furnished to the Court Administrator in advance when leave time is requested. The Court shall make up the difference between

the jury duty or witness fee and the employee's regular wages up to a maximum of 30 calendar days. When serving on jury duty or as a subpoenaed witness the employee shall turn fees received from the Court over to the City, at which time the City shall provide the employee with a regular paycheck. Employees may retain the fees if they are on leave from the Court. Employees must report to the Court for work during the days their jury responsibilities allow for 4 hours or more of work for the day in question. No benefits shall be payable under this provision in any instance where the employee has a direct or indirect involvement or interest in the legal matter in question.

Section 5. Unpaid Leaves of Absence: An unpaid leave of absence may be granted on written request with stated reasons on such terms and for such reasons as the Court Administrator deems appropriate on a case by case basis. If a dispute arises on any specific request, the Court Administrator and the Union will meet and discuss it. An employee may not take an unpaid leave of absence unless otherwise provided for herein and until such time as all applicable leave benefits have been exhausted.

ARTICLE 24

SENIORITY

Section 1. Definition: Seniority as defined and provided for within this Article shall apply to employees who have completed the probationary period. City-wide and Court-wide seniority for employees governed by this Agreement shall be defined as the period of employment with the City of East Lansing and/or the 54-B District Court since the employee's last date of hire. This seniority is for sick, vacation and longevity benefits only and will not appear on the seniority list. 54-B District Court bargaining unit seniority for the employees covered by this Agreement shall be defined as the period of regular full-time or regular part-time employment with the 54-B District Court within the bargaining unit.

Section 2. Seniority Lists: On or before March 1st of each year, the Court shall post and furnish a copy to the Union a list of employees arranged in order of seniority as follows:

a) All full-time employees with full-time bargaining unit seniority. Part-time seniority will be listed with a hold status (H) for any full-time employee with prior part-time bargaining unit seniority.

b) All part-time employees with part-time bargaining unit seniority. Full-time seniority will be listed with a hold status (H) for any part-time employee with prior full-time bargaining unit seniority.

c) All non-bargaining unit employees with prior full-time or

part-time bargaining unit seniority will be listed with a hold status (H).

Section 3. Seniority Status: Upon an employee's completion of the new hire probationary period, he/she shall acquire seniority and he/she shall be placed upon the seniority list with a date to coincide with his/her date of last hire.

Section 4. Accumulation of Seniority: Seniority will accumulate as follows:

a) All employees currently on the seniority list will keep their current full-time and part-time seniority dates as listed.

b) If an employee moves from a full-time position to a part-time position or from a part-time position to a full-time position, or from a bargaining unit position to a non-bargaining unit position, their seniority from the group they left will be put on hold status (H) until they return to that group or leave employment.

c) As between any two (2) or more seniority employees who have the same seniority date, seniority shall be determined by lot.

Section 5. Seniority Rights: City-wide/Court-wide seniority shall be recognized for determining vacation earned time and pay, longevity pay, and pension benefits. 54-District Court bargaining unit seniority shall be recognized for determining layoff, recall, job upgrading and promotions. Part-time seniority shall be listed separately, and shall be used for lay-off and recall of part-time employees.

Section 6. Steward Seniority: Notwithstanding his/her

position on the seniority list, one steward, as long as he/she holds office, for purposes of layoff and recall only, shall have preferential seniority in his/her classification provided that there is work available which he/she has the skill and ability to perform in a satisfactory manner.

Section 7. Loss of Seniority: An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event:

A. He/she is discharged for just cause and the discharge is not reversed; or

B. He/she retires; or

C. He/she quits; or

D. He/she is laid off for a period of three (3) years or the length of his/her seniority, whichever is less, provided, however, that if a full-time employee is involuntarily reduced to part-time due to a layoff, the full-time person so affected shall continue to maintain and accrue full-time seniority; or

E. He/she accepts employment elsewhere while on a leave of absence, or becomes self-employed for the purpose of making a profit, during a leave of absence; or

F. He/she fails to report for work on the first working day after expiration of a leave of absence; or

G. He/she fails to contact the Employer within five (5) days after he/she is notified to do so in person, by telephone, or telegram, or by certified or registered mail sent to his/her address of record with the Employer; or

Provided that, in the case of notice given in person or by telephone the Employer shall promptly thereafter give to the Union a memorandum, in writing, that it has given such notice; or

H. He/she is absent from work, without permission, for three (3) consecutive scheduled workdays; or

I. He/she is on sick leave of absence for a period of two (2) years, or the length of his seniority, whichever is less.

Exceptions to Above Rules: An employee whose name is removed from the seniority list for any of the reasons "B" through "I" above, shall be deemed to have quit, subject only to the following exception:

If an employee falls within situation "F", "G", or "H", and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reason beyond his/her control, he/she may retain his/her seniority if he/she has notified the Employer of such by certified mail, or by telegram, or by personal telephone call only to the Court Administrator or designee, before the expiration of the one or three-day period in the case of "F" or "G", or before the end of his/her scheduled shift on the third (3rd) working day in the case of "H".

It is recognized that the Employer may require substantiation of the reason by an employee under which he/she claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the Employer and the Employer determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the Employer to the grievance procedure herein provided.

ARTICLE 25

HOURS OF WORK

Section 1. The Normal Work Week and Work Day: Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the wage rates shall be paid as set forth in this Agreement.

Section 2. Overtime-Time and One-Half: Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half times the employee's regular hourly rate of pay.

It is recognized that due to unexpected developments advance notice of overtime is not always possible. However, the Court shall, as a courtesy, endeavor to give reasonable advance notice when possible; but this shall not serve as a basis for an employee refusing to work overtime and shall not be subject to grievance provisions, arbitration, or otherwise be the subject of a legal action.

When required by the Judge or Court Administrator, courtroom employees who are not notified at least one (1) hour before quitting time, and are required to work overtime, will receive a minimum of one (1) hour overtime work or pay.

Section 3. Breaks: An employee may take a break in the first half and the second half of his/her regular shift, of fifteen (15) minutes each, at times scheduled by his/her immediate supervisor. Rest periods are not accumulative.

Section 4. Pyramiding: Premium payments shall not be

duplicated for the same hours worked nor shall overtime or premium hours be included in the computation of a forty (40) hour workweek under any of the terms of this section.

Section 5. Call In or Report Pay: An employee who is called in or who is permitted to come to work without having been notified that work on the job for which he/she was scheduled is not available shall receive a minimum of 2 hours pay at the premium rate. An employee who is required to be On Call for special circumstances shall receive a minimum of two (2) hours pay at time and one-half for each day or portion of a day that the On Call status is in effect. Report pay or call in pay shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal leave, an excused absence, or in case work is not available due to a work stoppage or labor dispute.

Section 6. The Employer retains the right to schedule reasonable amounts of overtime work.

Section 7. Flex Time: During the term of this Agreement a flexible lunch hour is available to employees from 11:00 a.m. but returning no later than 2:00 p.m., subject to approval of the Court Administrator or designee, and the needs of the Court permitting.

In cases of true and unanticipated emergency, employees may take the lunch hour anytime during the regular scheduled work day subject to advanced approval of the Court Administrator if possible, or subject to subsequent disapproval and charge back to paid leave time by the Court Administrator. Any such disapproval or charge back shall be subject to the grievance and arbitration provisions as to whether or not a true emergency existed.

ARTICLE 26

REGULAR PART-TIME EMPLOYEE BENEFITS

Unless otherwise specifically provided for in this contract, all regular part-time Court employees shall be entitled to a pro-rated portion of the following benefits: vacation, sick leave, holidays, personal and funeral leave, jury duty and witness service; and are entitled to the following benefits on a non pro-rated basis: longevity, retirement and social security as provided by law. Part-time employees are not entitled to health, life, dental, long-term disability or other insurance coverage.

ARTICLE 27

WAGE RATES

The applicable minimum wage rates shall be increased 3.00% effective July 1, 1995 and shall be increased 2.00% effective January 1, 1996 and shall be increased 1.00% effective the first pay period including July 1, 1996. Said rates shall be as listed in the salary schedule attached at the end of this agreement.

Acting Assignment Pay: An employee must fulfill all the job duties of a position in a higher classification for three (3) consecutive days or more to receive acting pay into that higher classification. The position assigned may be in or out of the bargaining unit. The assignment will be at the sole discretion of the Court Administrator and will be made without regard to seniority. The individual assigned will accept the assignment. If the above conditions are met, the employee assigned will be paid for all hours worked in the higher classification that provides at least a five (5%) percent increase over the individual's current rate.

ARTICLE 28

GENERAL PROVISIONS

Section 1. The Court and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or any other basis prohibited by law; nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or any other basis prohibited by law.

Section 2. The Court and the Union agree that there will be no discrimination by the Court or the Union against any employee because of his or her membership in the Union or because of an employee's lawful activity and/or support of the Union.

Section 3. It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental agency having jurisdiction of the subject matter of this Agreement. Any provisions of this Agreement which are held or constituted to be illegal or in contravention of any such laws, rulings or regulations shall be of no further force or effect but shall not affect the remainder of this Agreement.

Section 4. The Union hereby acknowledges the fact that it is often times necessary for the Court to hire on a temporary basis seasonal, casual or irregular part-time workers to fulfill the needs of the Court's schedule. Any employee hired as a seasonal, casual or irregular part-time worker shall not, however, become a

seniority employee under these provisions. The parties further agree that seasonal, casual or irregular part-time workers shall not be subject to the Union security provisions set forth in Article IX above unless and until such workers become regular employees.

Before employing an individual under this Section, the Court will first ask any qualified employee on layoff if he or she is interested in performing this temporary work without prejudice to his or her layoff or recall rights.

Section 5. The Court will endeavor to assign employees to work that they prefer in accordance with their seniority. The Court, the Union and the employees, however, acknowledge that in all instances the available work must be performed by the available employees and that on occasion, because of the Court needs or the temporary lack of work, it may be necessary to assign employees to any type of work performed by Court employees in order to get the work performed.

Section 6. The Court agrees that, upon reasonable advance notice, it will allow the proper accredited representative of the Local Union access to the Court's premises during normal working hours for the purpose of policing the terms and conditions of this Agreement, provided, however, that such representatives shall not interfere with or interrupt the employees in the performance of their duties.

Section 7. When the Court needs additional help, it shall give the Union equal opportunity with all other sources to provide

suitable applicants, but the Court shall not be required to hire those referred by the Union. This provision shall not be subject to the grievance or arbitration provisions, and shall not otherwise be the subject of legal action.

Section 8. Not more than two (2) weeks wages shall be withheld from a regular employee. The Court shall provide an itemized statement of his/her earnings and all deductions made for this purpose.

Section 9. Reference to the male gender shall equally apply to the female gender and vice versa.

Section 10. Anywhere within this Agreement where it refers to Court Administrator, it is understood that it shall mean the Court Administrator or the designee of the Court Administrator in the absence of the Court Administrator, unless otherwise directed by the Chief District Court Judge.

Section 11. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally disabled to the extent that he/she cannot perform his/her regular duties, the Court will endeavor to place the employee in a vacant position that he/she is physically and mentally able to perform whether in the bargaining unit or not. This provision is not subject to the grievance or arbitration provision of the Agreement or otherwise subject to legal challenges.

Section 12. Performance Evaluation. The Court and Union acknowledge that performance evaluations are most beneficial for both the Court and employee and should be conducted annually.

Section 13. Parking. The City will provide parking for employees in a designated area.

Section 14. Special Conferences. Special conferences for important matters may be arranged between the Union and the Court upon mutual consent of both parties. A written request shall be made in advance and shall include an agenda of the matters to be discussed. Requests and arrangements for such conferences shall be made in advance with the Court Administrator. These conferences will involve not more than two (2) members of the Union. Matters taken up in special conferences shall be confined to those included on the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, not to in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE 29

TERM OF AGREEMENT

Section 1. This Agreement shall become effective on July 1, 1994, and shall remain in full force and effect from that date until June 30, 1997 at 11:59 P.M. The Agreement shall continue for successive one (1) year periods after June 30, 1997, unless one of the parties, on or before the sixtieth (60th) day preceding June 30, 1997, shall notify the other party in writing of its intent to terminate or modify the Agreement.

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 of at least sixty (60) days prior to June 30, 1997 or any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 3. Night Court Assignments: The parties hereby agree that if the Court established a night court during the term of this agreement, negotiations will be reopened for the sole issue of night court assignments. All other terms of this contract would remain the same.

IN WITNESS WHEREOF, the parties have set their hands this 28th
day of February, 1996.

Teamster Local No. 580

54-B District Court

Mike Parker

Mike Parker

Richard D. Ball

Richard D. Ball

Judy Miller

Judy Miller

Nancy Moylan Fisher

Nancy Moylan Fisher

Brenda K. Dooley

Brenda Dooley

Michael McCourt

Michael McCourt

Dated at East Lansing, Michigan

this 28th day of February, 1996.

LETTER OF UNDERSTANDING

54-B DISTRICT COURT

AND

TEAMSTERS LOCAL NO. 580

RE: COMPENSATORY LEAVE TIME

The parties agree that no one in the bargaining unit may accrue compensatory leave time upon the effective date of this Agreement. However, anyone with accrued compensatory leave time on the books to this date may use his/her time subject to the same procedure as specified in Article 20, Section 2, Vacation Leave Procedure.

54-B DISTRICT COURT UNION EMPLOYEES
 FY 95 SALARY SCHEDULE
 3.0% INCREASE EFFECTIVE: 7/3/95

POSITION	CLASSIFICATION	STEPS						
		A	B	C	D	E	F	G
DEPUTY COURT CLERK	1	\$20,675.20 \$9.94	\$21,611.20 \$10.39	\$22,755.20 \$10.94	\$23,857.60 \$11.47	\$25,043.20 \$12.04	\$26,332.80 \$12.66	\$27,643.20 \$13.29
	2	\$22,380.80 \$10.76	\$23,524.80 \$11.31	\$24,731.20 \$11.89	\$25,896.00 \$12.45	\$27,185.60 \$13.07	\$28,516.80 \$13.71	\$29,993.60 \$14.42
PROBATION SECRETARY	3	\$24,211.20 \$11.64	\$25,438.40 \$12.23	\$26,707.20 \$12.84	\$28,017.60 \$13.47	\$29,390.40 \$14.13	\$30,929.60 \$14.87	\$32,385.60 \$15.57
SENIOR COURT CLERK ADMINISTRATIVE CLERK								
COURT WARRANT OFF PARKING SUPERVISOR	4	\$27,768.00 \$13.35	\$29,140.80 \$14.01	\$30,596.80 \$14.71	\$32,219.20 \$15.49	\$33,716.80 \$16.21	\$35,464.00 \$17.05	\$37,148.80 \$17.86
	5	\$29,536.00 \$14.20	\$30,992.00 \$14.90	\$32,510.40 \$15.63	\$34,216.00 \$16.45	\$35,900.80 \$17.26	\$37,668.80 \$18.11	\$39,582.40 \$19.03
CHIEF DEPUTY CLERK PROBATION OFFICER LEAD PROBATION OFF								

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54-B DISTRICT COURT UNION EMPLOYEES
 FY 95 SALARY SCHEDULE
 2.0% INCREASE EFFECTIVE: 1/1/96

POSITION	CLASSIFICATION	STEPS						
		A	B	C	D	E	F	G
DEPUTY COURT CLERK	1	\$21,091.20 \$10.14	\$22,048.00 \$10.60	\$23,212.80 \$11.16	\$24,336.00 \$11.70	\$25,542.40 \$12.28	\$26,852.80 \$12.91	\$28,204.80 \$13.56
	2	\$22,838.40 \$10.98	\$24,003.20 \$11.54	\$25,230.40 \$12.13	\$26,416.00 \$12.70	\$27,726.40 \$13.33	\$29,078.40 \$13.98	\$30,596.80 \$14.71
PROBATION SECRETARY	3	\$24,689.60 \$11.87	\$25,937.60 \$12.47	\$27,248.00 \$13.10	\$28,579.20 \$13.74	\$29,972.80 \$14.41	\$31,553.60 \$15.17	\$33,030.40 \$15.88
SENIOR COURT CLERK								
ADMINISTRATIVE CLERK								
COURT WARRANT OFF PARKING SUPERVISOR	4	\$28,329.60 \$13.62	\$29,723.20 \$14.29	\$31,200.00 \$15.00	\$32,864.00 \$15.80	\$34,382.40 \$16.53	\$36,171.20 \$17.39	\$37,897.60 \$18.22
CHIEF DEPUTY CLERK	5	\$30,118.40 \$14.48	\$31,616.00 \$15.20	\$33,155.20 \$15.94	\$34,902.40 \$16.78	\$36,628.80 \$17.61	\$38,417.60 \$18.47	\$40,372.80 \$19.41
PROBATION OFFICER								
LEAD PROBATION OFF								

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54-B DISTRICT COURT UNION EMPLOYEES
 FY 96 SALARY SCHEDULE
 1.0% INCREASE EFFECTIVE: 7/1/96

POSITION	CLASSIFICATION	STEPS						
		A	B	C	D	E	F	G
DEPUTY COURT CLERK	1	\$21,299.20 \$10.24	\$22,276.80 \$10.71	\$23,441.60 \$11.27	\$24,585.60 \$11.82	\$25,792.00 \$12.40	\$27,123.20 \$13.04	\$28,496.00 \$13.70
	2	\$23,067.20 \$11.09	\$24,252.80 \$11.66	\$25,480.00 \$12.25	\$26,686.40 \$12.83	\$27,996.80 \$13.46	\$29,369.60 \$14.12	\$30,908.80 \$14.86
PROBATION SECRETARY	3	\$24,939.20 \$11.99	\$26,187.20 \$12.59	\$27,518.40 \$13.23	\$28,870.40 \$13.88	\$30,264.00 \$14.55	\$31,865.60 \$15.32	\$33,363.20 \$16.04
SENIOR COURT CLERK	4	\$28,620.80 \$13.76	\$30,014.40 \$14.43	\$31,512.00 \$15.15	\$33,196.80 \$15.96	\$34,736.00 \$16.70	\$36,524.80 \$17.56	\$38,272.00 \$18.40
COURT WARRANT OFF PARKING SUPERVISOR								
CHIEF DEPUTY CLERK	5	\$30,409.60 \$14.62	\$31,928.00 \$15.35	\$33,488.00 \$16.10	\$35,256.00 \$16.95	\$37,003.20 \$17.79	\$38,792.00 \$18.65	\$40,768.00 \$19.60
PROBATION OFFICER LEAD PROBATION OFF								

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5/23/23