

Muskegon County (60th Judicial District Court)

AGREEMENT

BETWEEN

60TH JUDICIAL DISTRICT COURT

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND

**TEAMSTERS LOCAL NO. 214, AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

(DISTRICT COURT UNIT)

EFFECTIVE: MAY 9, 1995, THROUGH DECEMBER 31, 1998

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AGREEMENT

THIS AGREEMENT is entered into as of May 9, 1995, between the **60TH JUDICIAL DISTRICT COURT/MUSKEGON COUNTY**, hereinafter referred to as the "Management," and **TEAMSTERS LOCAL NO. 214**, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment, subject to the Michigan Revised Judicature Act, as amended, MCL 600.8271.

RECOGNITION

Section 1.1 Collective Bargaining Unit

Management recognizes the Union as the exclusive representative of the employees of the 60th Judicial District Court for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in the following bargaining unit pursuant to and in accordance with the provisions of Act 379 of the Public Acts of 1965, as amended, i.e.

All full-time and part-time employees (working more than 25 hours per week) of the 60th Judicial District Court as listed in Appendix A of this Agreement, but excluding: Court Recorders, Magistrate, Probation Officers, all supervisory employees including Chief Probation Officer, Clerk of the Court, and the District Court Judges, and all other employees.

Section 1.2 Union Security

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- B. Employees covered by this Agreement who, thirty (30) days after the signing of this Agreement or thirty (30) days after completion of their six (6) month probationary period, elect not to join the Union shall be required, as a condition of continued employment, to pay to the Union each month of this Agreement an amount equal to the monthly union dues. Employees failing to pay the service fee shall, thirty (30) days after notification by the Union of default, be terminated by the Employer, subject to the provisions of applicable law.

Section 1.3

Dues Deduction

- A. Employees may elect to pay Union dues or the service fee via payroll deduction. The Union shall make available to the employees covered by this Agreement, forms for this purpose. Upon receipt of such written authorization from an employee (a signed, original copy) the Employer will, once a month, deduct from the employee's pay the amount owed to the Union by such employee for dues or initiation fee or service fee. It is understood that the Employer shall not be responsible for the deduction of any dues that may be owing by an employee to the Union prior to the execution by the employee and receipt by the Employer of the proper authorization for dues deduction. It is further understood that the Employer will make twelve (12) Union dues deductions per year. The Employer will remit all deductions to the designated Union official within five (5) days after the end of the month in which the dues are taken.
- B. Any change in the present Union membership rate will be certified to the Court by an authorized officer or officers of the Union at least two (2) months in advance of the effective date of such change.
- C. The Union will protect and save harmless the Employer from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purpose of complying with this Section.
- D. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

MANAGEMENT RIGHTS

Section 2.1

Reserved Rights

The Union recognizes the prerogatives of the Court to operate and manage its affairs in all respects in accordance with its responsibility and the powers of authority which the Court has not officially abridges, delegated, or modified by this Agreement are retained by the Court. These Management Rights include but are not limited to the following:

- A. Utilization of personnel, methods and processes and manner of performing work; to manage and direct the work force; to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the Court; to suspend, demote, discharge or take other appropriate action against the employees for just cause.
- B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees; to establish job qualifications for hiring and acceptable standards of job performance; to establish work rules, rules of conduct and safety.

- C. To schedule overtime as required in the manner most advantageous to the Court.
- D. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

PROHIBITIONS

Section 3.1

No Strike

The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management. Violations of this paragraph shall be grounds for disciplinary action up to and including discharge. Recourse to the grievance procedure is allowed only to resolve facts concerning the employee's alleged involvement in the above prohibited acts.

REPRESENTATION

Section 4.1

Bargaining Committee

A bargaining committee consisting of two (2) employee members will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule.

Section 4.2

Special Meetings

Management and the Union may meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.

Section 4.3

Union Steward

Employees within the bargaining unit shall be represented by two (2) stewards. There will be no discrimination against any employee because of his duties as a Union official, steward or committee member.

Section 4.4

Notice of Union Representation

The Union shall furnish Management a list of the stewards' names and their assigned areas and shall keep the list current at all times.

Section 4.5 Grievance Investigation

When requested by an employee, a steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

Section 4.6 Union Business

- A. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of stewards or any other employees and only with the permission of the Management.
- B. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk to stewards of the local union and/or representatives of the Employer concerning matters covered by this Agreement, subject to provisions of A, above.

GRIEVANCE POLICY

Section 5.1 Definition of Grievance

- A. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation of application of this Agreement or any terms or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied.

Section 5.2 Grievance Time Limits and Exclusive Remedy

Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not move it to the next step within the time limits. Time limits may be extended by mutual agreement of Union and Management.

Section 5.3 Grievance Procedure

Grievances will be processed in the following manner and within the stated time limits.

- Step 1 Management and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, it is agreed that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, and an attempt will be made to resolve the grievance

informally. In the event the steward is called, he shall be released from his duties as soon as possible and in any event not later than the beginning of his shift the next day and the supervisor, the employee and the steward shall meet simultaneously in an attempt to resolve.

Step 2 If the grievance is not settled at Step 1, the written grievance shall be presented to the Clerk of the Court within seven (7) working days after the Department or the Division Head's response is given in Step 1, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. The Clerk of the Court shall meet with the employee and the employee's steward. The Clerk of the Court will reply to the grievance in writing within seven (7) working days of the date of the meeting on the written grievance, not including the day of the meeting.

Step 3 If the grievance is not settled in Step 3, the written grievance shall be presented to the Chief Judge within five (5) working days after the Clerk of the Court's response is given, not including the day the response is given. The District Judges en bloc shall meet with the designated representatives of the Union, not to exceed two (2) employees in number, one of which may be an aggrieved employee. The Chief Judge will reply to the grievance in writing within seven (7) working days of the date of the meeting over the written grievance, not including the date of the meeting. Such reply will be given to the Chief Steward or steward in his absence, either personally or by mail postmarked no later than the last day specified herein for such reply. The decision of a majority of the Judges shall constitute that reply.

Step 4 If the grievance remains in dispute after Step 3, the matter may be presented to a mediator who shall attempt to resolve the differences between the parties. If the parties fail to agree on the selection of a mediator, the Michigan Employment Relations commission shall be requested to appoint a mediator.

DISCIPLINARY PROCEDURE

Section 6.1 Notice of Disciplinary Action

In cases of discharge or discipline, a representative of management shall give prompt notice thereof to the employee. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays, and the day of the occurrence.

Section 6.2

Union Representation in
Disciplinary Actions

The affected employee will be allowed to discuss his discharge or discipline with his/her Chief Steward or steward, if he/she desires.

Section 6.3

Discipline for Just Cause

Discipline shall not be undertaken without just cause and must be progressive in nature. Exceptions to progressive discipline may be made in exceptional circumstances.

- A. In imposing any discipline on a current charge, Management will not take into account any prior infraction which occurred more than two (2) years previously.
- B. Any employee may request a copy of any and all notices, complaints or other information filed by any employee, supervisor or any other Court officer or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for disciplinary action up to and including discharge of such employee by the Court.

Section 6.4

Warnings and Reprimands

If the Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

Section 6.5

Drug Policy

- A. The County may require an employee to submit to an alcohol and/or drug test if there is reasonable cause to believe that the employee's performance is impaired by alcohol, illegal drugs, controlled substances or hallucinogens.
- B. Such testing may require the employee to provide a blood and/or urine sample. If the test discloses the presence of illegal drugs, controlled substances or hallucinogens, or if the test indicates that the employee is impaired or intoxicated by alcohol, the employee is subject to discipline up to and including immediate discharge. Refusal to submit to the test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. The following offenses will subject the employee to discipline up to and including discharge:
 - 1. Reporting to work while under the influence of alcoholic beverages.

2. Reporting to work while under the influence of illegal drugs, controlled substances, or hallucinogens.
3. Possession or use, sale, or delivery of illegal drugs, controlled substances, or hallucinogens on County property, in County vehicles or during working time.
4. Consumption of alcoholic beverages on County property, in County vehicles or during working time.

SENIORITY

Section 7.1 Definition of Seniority

Seniority shall be defined as the accumulative length of paid service since the date of hire with the employee group now represented by this bargaining unit. Such seniority may be used for the purposes of preference in scheduling vacations. Length of service for determination of fringe benefit eligibility shall be as set forth in the policies of the control unit.

Section 7.2 Accrual of Seniority

- A. Seniority shall begin with the last date of entering the service of the 60th Judicial District Court. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their social security number, the person with the highest number having the greater seniority.
- B. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the Clerk of the Court may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Clerk of the Court decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards.

Section 7.3 Loss of Seniority

Employees shall lose their seniority for the following reasons:

- A. Discharge is not reversed.
- B. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Court, and who has no legitimate reason for not notifying the Court of his/her absence, shall be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

removed as provided. Employees shall be recalled from layoff before any other persons are selected for employment in those classes.

HOURS OF WORK

Section 9.1 Normal Work Schedule

During the term of the contract, a normal work week for regular full-time employees shall consist of forty (40) hours, excluding meal periods. A normal work day of eight (8) hours for such employees shall be scheduled between 8:00 a.m. and 5:00 p.m. including one (1) hour unpaid meal period, Monday through Friday.

Section 9.2 Rest Periods

Management shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of the work day, such periods shall be scheduled in accordance with departmental rules.

OVERTIME

Section 10.1 Method of Compensating Overtime Work

The following provisions shall govern compensation for overtime to employees to the Court:

Overtime shall be paid at one and one-half (1-1/2) times the employee's hourly rate for all hours worked over eight (8) hours for one (1) day or forty (40) hours for one (1) week.

Section 10.2 Minimum Call-In

Employees who are called in on a regularly scheduled day off or who are back to work after having left work from the regular shift shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. (This shall not apply to employees called in to start their shift early.)

Effective with the execution of this Agreement, employees who are called in to work on a Holiday as defined in this Agreement, shall receive a minimum of three (3) hours overtime pay regardless of the number of hours worked.

Employees required to work on a call-in basis beyond the minimum call-in amounts described above shall received payment for actual time worked at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Any employee called in to work on a Saturday or Sunday who would not be eligible for overtime pay at one and one-half (1-1/2) times the employee's hourly rate, may decline such call-in.

WAGES

Section 11.1 Wage Compensation

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in the Appendix.

Section 11.2 New Classifications and Wage Rates

In the event of a new classification within the bargaining unit, the Employer shall establish the duties and rate of pay. The Union shall have the right to negotiate as to the propriety of the rate of pay.

Section 11.3 Cost of Living Allowance

During the term of this Agreement, a cost of living payment, if applicable, shall be paid annually between December 1 and December 20. Such payment shall be based upon changes, if any, as of September 1 of each year of this Agreement, in the first published Consumers Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the U. S. Department of Labor, Bureau of Labor Statistics (1982=100) hereinafter referred to as the Index. The amount of such payment shall be based upon the Index and computed at one (1) cent for each .3 increase in such Index.

During the term of this Agreement, such payment shall be based on regular hours worked and shall not exceed a cap of twenty one and two tenths (21.2) cents per hour for each permanent employee based on a maximum of 1,950 hours per year (maximum payment each year = \$413.40).

Section 11.4 Longevity

A. Compensation for continuous service with the Court shall be compensated for on the basis of the following schedule:

<u>Years of Continuous Service as of June 1 and December 1 each Year</u>	<u>Amount of Payment</u>		<u>Total</u>
	<u>July</u>	<u>December</u>	
5 - 9	\$ 60.00	\$ 60.00	\$120.00
10 - 14	120.00	120.00	240.00
15 - 19	180.00	180.00	360.00
20 - 24	240.00	240.00	480.00
25	300.00	300.00	600.00

B. Longevity payments shall be paid where applicable in July and December. Employees must be in pay status as of June 1 and December 1 in order to be eligible for longevity payments. If an employee is not in pay status at the required dates, he/she will be paid a pro-rata payment based on hours worked during the period. An employee on leave of absence without pay during the period or who retires under MERS during the period, will be paid a pro-rata payment based on hours worked during the period. An employee who separates from County service during the period for any other reason, shall receive no payment.

PAY CHANGES

Section 12.1 Actions Affecting Pay Changes

The following provisions shall govern the assignment of pay steps to the employees of the Court.

- A. Promotion shall mean a change in employment to a classification which has a higher maximum salary.
- B. Demotion shall mean a change in employment to a classification which as a lower maximum salary.
- C. Transfer shall mean a change in employment to another position in any other classification which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- E. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range and shall be based on performance in addition to the passage of the required length of time.

Section 12.2 Compensation Determinations

- A. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the minimum step of the new class. In the case of an overlap in pay ranges between the employee's current class and the class to which he/she is promoting, the employee shall receive an increase to that step on the new pay range which would most closely approximate a five percent (5%) increase over his/her present pay rate, not to exceed the maximum pay rate for the class into which he/she is promoting. An employee so promoted shall be eligible for a merit increase one (1) year from the date of such promotion, subject to the outcome of a performance evaluation.
- B. Training Programs. If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period. If such formal training program is scheduled outside of the normal work schedule, employees authorized by management to attend such training may be compensated in accordance with Section 10.1, Method of Compensating Overtime Work, as applicable.
- C. Transfers. An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

TEMPORARY WORK ASSIGNMENTS

Section 13.1

Temporary Assignments

If an employee is required to temporarily work in a higher level classification and assumes all the duties and responsibilities normally encompassed by that higher level classification, upon such finding by the Judges en bloc, that employee shall be entitled to payment at the rate of the higher level classification if such assignment exceeds thirty (30) days. Payment at the rate of the higher classification shall be effective after thirty (30) days in the assignment, retroactive to the beginning of the third work week in the higher level classification, not to exceed the duration of the employee's temporary assignment in such classification.

An employee temporarily assigned to work in the classification of Assignment Clerk, Arraignment and Preliminary Clerk, Jury Clerk and Chief Clerk (because of a full day or more absence by the employee regularly occupying that classification) shall receive pay at the higher rate for that classification, computed according to Section 12.2, beginning with the first full workday of the temporary assignment.

The Employer shall not make assignments or reassignments under this Section for the purpose of defeating the increased payment provisions hereof.

FILLING OF VACANCIES

Section 14.1

Vacancy Posting

When a vacant position within the Bargaining Unit is to be filled which is a possible promotion, the Management shall post such position and make available a list of the necessary qualifications for a period of ten (10) days. The members of this Bargaining Unit shall have the right to apply in writing for such position and shall be considered provided they meet the minimum qualifications.

Section 14.2

Award of Position

In considering an employee for promotion, the Court shall also evaluate the employee's past job performance, attendance, work habits, and other criteria that may indicate success in the higher class. Where circumstances warrant, the Court reserves the right to refuse to promote employees based on the above evaluation. If two (2) or more employees possessing equivalent qualifications apply for the vacant position, the employee having the greater seniority shall be appointed.

LEAVES OF ABSENCE WITHOUT PAY

Section 15.1

Definition of Leave of Absence

- A. For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a Court employee is to be continued as an employee, but not paid, whether it be one (1) day or the maximum time allowable under the reason for the leave.
- B. The fact that a Leave is possible under these regulations does not mean that the requested Leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leave, should be considered a privilege and the best interest of the department and the County Service must be the determining factors in whether such leaves are granted or not.
- C. When an employee is granted a Leave of Absence Without Pay, the Department Head commits himself/herself to allowing the employee to return to work at the end of the Leave to the same duties and the same salary that the employee was performing and earning when he/she went on Leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, should be hired accordingly.
- D. When granted a Leave of Absence Without Pay, the employee commits himself/herself to returning to work at the end of the Leave.

Section 15.2

Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the County.
- B. Does not earn Annual Leave.
- C. Does not earn Sick Leave.
- D. Does not get paid for Legal Holidays occurring during the leave.
- E. Has no time deducted from his/her Annual Leave or Sick Leave accumulations to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employee's Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.

- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.
- H. The employee does not earn credit toward the Longevity Plan or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the leave.
- I. Must pay any group hospitalization premiums falling due during any month in which the employee has not worked or been paid for at least one (1) week. (Such premiums are normally paid by the County for eligible employees.) Employees on such leaves should contact Payroll.
- J. Will retain full coverage under the Employee's Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months, the County will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active County employment by the end of his approved Leave of Absence Without pay, his/her group life insurance coverage is terminated.

Section 15.3 Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
 - 1. To be used when the employee has exhausted his accumulations of earned Sick Leave with pay and earned Annual Leave.
 - 2. To be granted only on the written recommendation of the employee's physician.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).

Section 15.4 Return From a Leave Without Pay

If an employee fails to return to Court employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, that failure to return shall be considered a voluntary quit.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 16.1 Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Section 17, Vacations (annual leave); Section 18, Sick Leave; and Section 15, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

VACATIONS

Section 17.1 Accumulation of Annual Leave

Permanent employees shall accumulate vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accumulation</u>	<u>Days Per Pay</u>	<u>Maximum Accumulation*</u>
1 - 5	13 days	.500	26
6 - 10	16 days	.615	32
11 - 15	19 days	.731	38
16	20 days	.769	40
17	21 days	.808	42
18	22 days	.846	44
19	23 days	.885	46
20	24 days	.923	48

*The maximum accumulation is based on two years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn Annual Leave, either for immediate or future use when his/her accumulation is below maximum.

Section 17.2

Vacation Scheduling

Employees may elect to take either a split or complete vacation. Vacations are subject to departmental personnel complement required to effectively staff the department. In all cases, approval of the Court Administrator is necessary in scheduling vacations.

Section 17.3

Annual Leave Usage

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least six (6) months and has satisfactorily completed his probationary period. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section 17.1.

Section 17.4

Termination and Annual Leave

Any employee who has completed his/her probationary period who terminates Court employment shall be paid for his/her accumulated vacation days at the rate of pay currently received by said employee.

Section 17.5

Sick Leave During Vacation

If an employee has reason to use sick leave during a period of annual leave usage, and if such sick leave is used to cover an illness of the employee and if such sick leave need is documented by a physician's written statement to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation instead of from his/her annual leave accumulation.

SICK LEAVE

Section 18.1

Sick Leave Benefits

All employees with less than ten (10) years of continuous service since date of last hire shall earn .462 working days per pay period of service (12 days per year) of sick leave at their regular rate of pay.

Employees with ten (10) or more years of continuous service since date of last hire shall earn .692 working days per pay period of service (18 days per year) of sick leave at their regular rate of pay.

Employees shall have the right to accumulate unused sick leave up to 180 days.

- A. Upon termination and after completing at least one (1) continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave and paid at the employee's current rate of pay.
- B. Upon retirement, as defined by the State of Michigan Municipal Employees Retirement System (MERS), or upon death, accumulated

sick leave shall be compensated for on the basis of three-quarters (3/4) of the accumulated unused sick leave and paid at the employee's current rate of pay.

- C. An equivalent amount of sick leave shall be cancelled for each period of time an employee is off sick during a normal work week.

Section 18.2 Use of Sick Leave

Sick leave may be taken after six (6) months of employment for the following reasons:

Any illness an employee may contract, or any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty; a serious illness to spouse or child; any non-duty connected disability an employee may sustain excepting injury that may be sustained while being temporarily in the employ of another during his/her off-duty time when such injury is covered by Workmen's Compensation; medical or dental examinations or treatment; or to supplement Workmen's Compensation payments.

Section 18.3 Physician's Verification

A medical certificate may be required as evidence of an employee or family illness as outlined in Section 17.2, or any injury that prevented his attendance at work for a period in excess of three (3) continuous days.

- A. Abuse of Sick Leave. In addition, employees who appear to be abusing sick leave privileges may be required by the Employer to provide a medical certificate to substantiate each request for approval of sick leave. Falsification of such evidence will be sufficient cause for disciplinary action.
- B. Sick Leave During Vacation. If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled return date unless that date is changed by this Department Head.

Section 18.4 Special Sick Leave Consideration

In the event an employee has a serious illness and has used up all his/her accumulated sick leave and vacation leave, the employee may request the County Board of Commissioners to extend the sick leave with pay. The County Board may, in its discretion, for exceptional circumstances, and on the recommendation of the District Court Judges, grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

SPECIAL LEAVES

Section 19.1

Bereavement Leaves

Permanent employees, upon written request, will be granted up to three (3) days leave with no loss of regular wages to attend the funeral of his or her spouse, child, stepchild, parents, step-parents, sister, brother, grandparents, aunt, uncle or corresponding in-laws or anyone who raised the employee from childhood. In addition to the above three (3) days, sick leave may be used in cases requiring lengthy travel. Written proof of relationship, death and/or funeral may be required by the Employer prior to final approval of such leave.

Section 19.2

Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:

- A. The Court Administrator shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.
- B. An employee will not be allowed to return to work after delivery until the employee has supplied the Clerk of the Court with a statement from the employee's physician that the employee is physically and medically able to return to duties as a Court employee. A copy of this statement shall be forwarded to the Personnel Director.
- C. In any case, if an employee has not returned to work within one (1) month after delivery, the employee shall provide a doctor's statement substantiating the continued disability and excepted date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from Court employment.
- D. Leave of absence without pay, not to exceed sixty (6) days as provided under Section 15.3 A, may be requested by employees under this section.

Section 19.3

Jury Duty Leave

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

HOLIDAYS

Section 20.1

Recognized Holidays

For the purpose of computing holiday pay, the following days shall be designated as paid holidays:

New Year's Day
Martin Luther King Jr.'s Day
Washington's Birthday

Veterans Day
Thanksgiving Day
Day After Thanksgiving

Good Friday
Memorial Day
Independence Day
Labor Day

Christmas Eve
Christmas Day
New Year's Eve

Section 20.2

Holiday Scheduling

If one of the designated holidays falls on Saturday, the preceding Friday shall be observed. If one of the designated holidays falls on Sunday, the following Monday shall be observed.

Section 20.3

Holiday Pay

Employees not working on such holidays shall be paid eight (8) hours base pay for the above designated holidays, providing they meet the following eligibility rule and qualification:

- A. The employee is in pay status the day before, the day after or both as of the date of the holiday.

Section 20.4

Pay for Holiday Work

Employees who are scheduled to work on any holiday as listed in Section 20.1 - Recognized Holidays, shall receive eight (8) hours base pay for the Holiday in addition to pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours worked on the holiday.

PERSONAL DAY

Section 21.1

Personal Day

For the term of the contract, each employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave days are not accruable and must be taken within the twelve (12) month contract year period. Such day may be taken at any time provided the employee requests the day ten (10) working days in advance and obtains approval of the supervisor.

INSURANCE BENEFITS

Section 22.1

General Insurance Provisions

It is understood that the parties have negotiated and agreed on the types of insurance protection listed below. While for the sake of simplicity reference is made in some instances to the specific plan of a named insurance carrier, the Employer has retained the right to contract with any other insurance carrier or to self-insure any or all insurance plans.

Section 22.2

Health Insurance

For the term of the contract, the Employer will provide hospitalization and medical insurance coverage with \$100.00 single and

Section 23.2

Mileage

Employees who must furnish their own transportation for work purposes will be compensated at a rate as approved by the Board of County Commissioners.

Section 23.3

Inclement Weather

In the event that inclement weather causes Management to cease operations, employees who do not work because of such closing shall be paid for the regularly scheduled hours they would have worked at their regular rate of pay.

Section 23.4

Pay Advance

If a regular pay day falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Finance Office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 23.5

Pension

The County shall provide to all permanent employees at no cost to the employees, the State of Michigan Municipal Employees' Retirement System Plan known as Benefit Program B-3, as described in the Michigan Municipal Employees Retirement Act.

Effective upon execution of the contract and for a period of sixty (60) calendar days following the execution date of the agreement, for those members choosing to and eligible for retirement under MERS, the County agrees to provide an F-55/25 optional early retirement window period to such eligible employees.

In 1997, District Court Unit Employees will receive the MERS F 55/25 waiver benefit if such benefit is granted to the General Employees Unit (GEU) for 1997.

In 1998, District Court Unit Employees will receive the MERS F 55/25 waiver benefit if such benefit is granted to the General Employees Unit (GEU) for 1998.

An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six-hour days per month.

Section 23.6

Worker's Compensation

All employees shall be covered by the applicable worker's compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of or in the course of County employment may have the following option:

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it would provide such employee with his/her regular net salary. If the employee continues on worker's compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 23.7 Benefits for Part-time Employees

Benefits for eligible part-time employees shall be pro-rated based on hours worked with respect to accumulations of vacations and sick leave, special leaves, longevity pay and cost of living payments. Insurance benefits shall be provided but the Employer shall only be liable for three-fourths (3/4) of the regular insurance premiums for such employees.

Section 23.8 Benefit Program Compensation

No benefits program or combination of benefit programs shall allow an employee to be compensated at a rate in excess of the hourly base rate of pay the employee would receive if working and in pay status.

ELECTION OF REMEDIES

Section 24.1 Election of Remedies

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

WAIVER

Section 25.1 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each waives the right, and each agrees that the other shall

not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

DURATION

Section 26.1

Term of Agreement

This Agreement shall be in full force and effect from the date hereof to and including December 31, 1998.

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 sixty (60) days prior to the expiration of the Agreement or of 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.

In the event of way, declaration of emergency, or imposition of civilian controls affecting wages and hours during the life of this Agreement, either party may meet upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

In the event any article or provision of this Agreement shall become unenforceable due to legislative or other State or Federal action, at the request of either party, the parties shall meet to negotiate on the affected section.

The parties agree that notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

Section 26.2

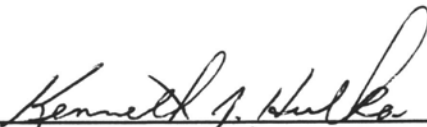
Validity

There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.


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

EMPLOYER:

MUSKEGON COUNTY BOARD OF COMMISSIONERS

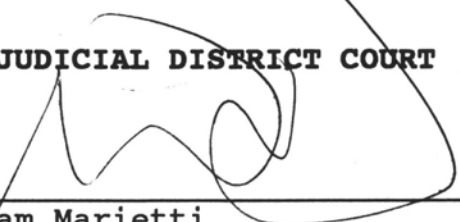


Kenneth Hulka, Chairman
Muskegon County Board of Commissioners



Ruth Stevens
Muskegon County Clerk

60TH JUDICIAL DISTRICT COURT



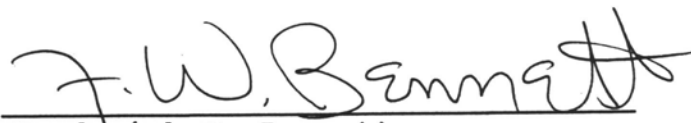
William Marietti
Chief Judge

May 9, 1995

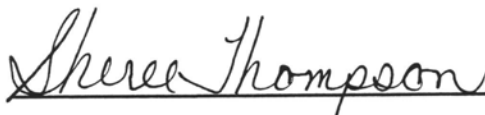
Date

UNION:

TEAMSTERS LOCAL UNION NO. 214, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA



Frederick W. Bennett
Business Representative





6/9/95

May 9, 1995

Date

Appendix A - Section 1
 Effective the first full pay period following January 1, 1995

CLASS CODE	DT	A	B	C	D	E	F	G	H	I
0520-F55	Y	19,186	20,087	21,054	22,065	23,068	24,571	25,825	26,830	28,082
ARRAIGNMENT AND	BI-WEEKLY	737.92	772.56	809.76	848.64	906.48	945.04	993.28	1031.92	1080.08
PRELIMINARY CLERK (DCT)	HOURLY	9.224	9.657	10.122	10.608	11.331	11.813	12.416	12.899	13.501
0550-F55	Y	21,104	22,096	23,157	24,272	25,476	26,755	28,092	29,499	30,892
ASSIGNMENT CLERK	BI-WEEKLY	811.68	849.84	890.64	933.52	979.84	1029.04	1080.48	1134.56	1188.16
DISTRICT COURT	HOURLY	11.146	10.623	11.133	11.669	12.248	12.863	13.506	14.182	14.852
0982-F55	Y	19,186	20,087	21,054	22,065	23,068	24,571	25,825	26,830	28,082
CHIEF CLERK	BI-WEEKLY	737.92	772.56	809.76	848.64	906.48	945.04	993.28	1031.92	1080.08
DISTRICT COURT	HOURLY	9.224	9.657	10.122	10.608	11.331	11.813	12.416	12.899	13.501
1211-F55	Y	13,924	14,581	15,282	16,014	16,538	17,314	18,150	19,022	19,852
CLERK TYPIST	BI-WEEKLY	535.52	560.80	587.76	615.92	636.08	665.92	698.08	731.60	763.52
DISTRICT COURT	HOURLY	6.694	7.010	7.347	7.699	7.951	8.324	8.726	9.145	9.544
1685-F55	Y	16,538	17,314	18,150	19,022	19,852	20,669	21,553	22,495	23,483
COURT CLERK	BI-WEEKLY	636.08	665.92	698.08	731.60	763.52	794.96	828.96	865.20	903.20
DISTRICT COURT	HOURLY	7.951	8.324	8.726	9.145	9.544	9.937	10.362	10.815	11.290
4050-F55	Y	19,186	20,087	21,054	22,065	23,068	24,571	25,825	26,830	28,082
JURY CLERK	BI-WEEKLY	737.92	772.56	809.76	848.64	906.48	945.04	993.28	1031.92	1080.08
DISTRICT COURT	HOURLY	9.224	9.657	10.122	10.608	11.331	11.813	12.416	12.899	13.501

Appendix A - Section 2

Effective the first full pay period following January 1, 1996

CLASS CODE	OT	A	B	C	D	E	F	G	H	I	
0520-F55	Y	ANNUAL	19,762	20,690	21,618	22,726	24,276	25,307	26,509	27,635	28,924
ARRAIGNMENT AND PRELIMINARY CLERK (DCT)		BI-WEEKLY	760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
		HOURLY	9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906
0550-F55	Y	ANNUAL	21,736	22,759	23,851	25,000	26,239	27,558	28,935	30,383	31,820
ASSIGNMENT CLERK		BI-WEEKLY	836.00	875.36	917.36	961.52	1009.20	1059.92	1112.88	1168.56	1223.84
DISTRICT COURT		HOURLY	10.450	10.942	11.467	12.019	12.615	13.249	13.911	14.627	15.298
0982-F55	Y	ANNUAL	19,762	20,690	21,686	22,726	24,276	25,307	26,599	27,635	28,924
CHIEF CLERK		BI-WEEKLY	760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
DISTRICT COURT		HOURLY	9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906
1211-F55	Y	ANNUAL	14,342	15,018	15,739	16,494	17,035	17,834	18,695	19,592	20,446
CLERK TYPIST		BI-WEEKLY	551.60	577.60	605.36	634.40	655.20	685.92	719.04	753.52	786.40
DISTRICT COURT		HOURLY	6.895	7.220	7.567	7.930	8.190	8.574	8.988	9.419	9.830
		ANNUAL	21,289	22,200	23,169	24,188					
		BI-WEEKLY	818.80	853.84	891.12	930.32					
		HOURLY	10.235	10.673	11.139	11.629					
1685-F55	Y	ANNUAL	17,035	17,834	18,695	19,592	20,446	21,289	22,200	23,169	24,188
COURT CLERK		BI-WEEKLY	655.20	685.92	719.04	753.52	786.40	818.80	853.84	891.12	930.32
DISTRICT COURT		HOURLY	8.190	8.574	8.988	9.419	9.830	10.235	10.673	11.139	11.629
4050-F55	Y	ANNUAL	19,762	20,690	21,686	22,726	24,276	25,307	26,599	27,635	28,924
JURY CLERK		BI-WEEKLY	760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
DISTRICT COURT		HOURLY	9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906

Appendix A - Section 3

Effective the first full pay period following January 1, 1997

CLASS CODE	OT	A	B	C	D	E	F	G	H	I
0520-F55	Y	19,762	20,690	21,686	22,726	24,276	25,307	26,599	27,535	28,924
ARRAIGNMENT AND PRELIMINARY CLERK (DCT)		760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
		9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906
		HOURLY								
C55C-F55	Y	21,736	22,759	23,851	25,000	26,239	27,558	28,935	30,383	31,820
ASSIGNMENT CLERK DISTRICT COURT		836.00	875.36	917.36	961.52	1009.20	1059.92	1112.88	1168.56	1223.84
		10.450	10.942	11.467	12.019	12.615	13.249	13.911	14.607	15.298
		HOURLY								
0982-F55	Y	19,762	20,690	21,686	22,726	24,276	25,307	26,599	27,635	28,924
CHIEF CLERK DISTRICT COURT		760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
		9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906
		HOURLY								
1211-F55	Y	14,342	15,018	15,739	16,494	17,035	17,834	18,695	19,592	20,446
CLERK TYPIST DISTRICT COURT		551.60	577.60	605.36	634.40	655.20	685.92	719.04	753.52	786.40
		6.895	7.220	7.567	7.930	8.190	8.574	8.989	9.419	9.830
		HOURLY								
1685-F55	Y	17,035	17,834	18,695	19,592	20,446	21,289	22,200	23,169	24,188
COURT CLERK DISTRICT COURT		655.20	685.92	719.04	753.52	786.40	818.80	853.84	891.12	930.32
		8.190	8.574	8.988	9.419	9.830	10.235	10.673	11.139	11.629
		HOURLY								
4050-F55	Y	19,762	20,690	21,686	22,726	24,276	25,307	26,599	27,635	28,924
JURY CLERK DISTRICT COURT		760.08	795.76	834.08	874.08	933.68	973.36	1023.04	1062.88	1112.48
		9.501	9.947	10.426	10.926	11.671	12.167	12.788	13.286	13.906
		HOURLY								

-A lump sum ratification payment of \$1,000 shall be made to eligible full-time bargaining unit employees employed on 01/01/97

-The lump sum ratification payment referred to above is not cumulative and is not included in the base rate

