4097

12/31/2001

County of Washtenaw and the 14-A District Court

and

Teamsters Local #214 Clerical Unit

Washtenaw County

1997 – 2001

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PREAMBLE

THIS AGREEMENT, entered into this 16th day of April, 1998, by and between the **State of Michigan Fourteen-A District Court** and **Washtenaw County,** hereinafter referred to as the "Employer," and **Teamsters State, County and Municipal Workers Local 214,** an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union," shall:

ARTICLE 1
PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and the community. The parties recognize that the interest of the community and the job security of the employees depends upon both the Employer and the employees in giving proper service to the community. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties and at all levels of this Agreement.

ARTICLE 2
RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Teamsters State, County, and Municipal Workers Local 214 has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT: All *Senior Deputy District Court Clerks, Deputy District Court Clerks* **and** *Probation Secretaries* **employed by the 14-A District Court.**

Excluding all Court Recorders, Judicial Secretaries, Administrator's Secretary, Judicial Secretary/Court Recorders, Attorney/Magistrate, Magistrate, Probation Agent II, District Court Clerk Supervisors, Court Administrator, Deputy Court Administrator, students, part-time temporaries, and law interns.

ARTICLE 3
SAVINGS CLAUSE

A. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

B. Insofar as provisions of this Agreement shall conflict with any Rule, Ordinance or Resolution of the Employer, appropriate Employer amendatory or other action shall be taken to render such Rule, Ordinance or Resolution compatible with this Agreement, subsequent to the approval and execution of this Agreement.

ARTICLE 4
SUCCESSOR CLAUSE

A. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE 5
AGENCY SHOP

A. Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

B. The Employer agrees to deduct from the wages of an employee who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Washtenaw County Payroll Department and to the Union.

C. Any person certified and employed with the Court on or after November, 1988, who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days, and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Washtenaw County Payroll Department and to the Union.

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the By-Law of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Union. The Treasurer of the Union shall not request the Employer to change the amounts so deducted more often than four times each Court fiscal year.

F. The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to them. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the Employer and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

G. The Union shall refund to employees, dues and service fees erroneously deducted by the Employer and paid to the Union. The Employer may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

H. Upon receipt of written notification from the Union, the Employer agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the Employer in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the Employer will deduct for delinquent Union dues or service fees from any paycheck will be limited to $25.00 per month.

I. The Union agrees to save and hold harmless the Court from any damages or other financial loss which the Employer may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE 6
SUBCONTRACTING

The Employer shall not engage in any subcontracting activities which cause the layoff of regular employees.

ARTICLE 7
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer reserves and retains solely and exclusively all rights to manage and direct its work forces except as expressly abridged by the provisions of this Agreement. Including by way of illustration but limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. for the orderly, efficient operation of the Court.

ARTICLE 8
GENERAL

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

B. The Employer agrees to reimburse employees for the use of their personal cars while on assignment, at the rate allowed by the Internal Revenue Service (IRS) effective first full month following Board of Commissioners approval.

ARTICLE 9
NO STRIKE - NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community. Informational picketing is allowed only in accordance with the above restrictions.

The Employer agrees there shall be no lockouts during the term of this Agreement.

ARTICLE 10
EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages, hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid or encourage any other labor organization in regards to this employee group.

The Employer further agrees not to enter into any agreement with individual employees or groups of employees which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 11
NONDISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights.

Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person

or persons because of race, color, creed, national origin, age, political orientation, union affiliation, sex, sexual orientation, veteran status, marital status, height, weight, or non-disabling handicap except where based on a bonafide occupational qualification.

ARTICLE 12
SPECIAL CONFERENCES

A. Special conferences for important matters or discipline issues (not grievances) will be arranged between the Union representative and the designated representative of the Employer upon request of either party. At such meetings, there shall not be more than three (3) representatives of the Employer, and not more than three (3) representatives of the Union unless approved by the Employer.

B. Arrangements for such Special Conferences shall be made in advance, and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda, unless parties agree to include other items.

C. Conferences shall be held at a mutually agreed time. The members of the Union shall not lose any time or pay for time in such conference.

ARTICLE 13
UNION RIGHTS

A. A classification may not be removed from the Teamsters bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

B. Any alleged violation of Union rights in this Article is subject to an immediate removal to Step 4 of the grievance procedure, for a hearing before the Chief Judge.

C. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during work hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this agreement, with sufficient advance notice without interfering with the progress of the work force.

D. The Union shall have the right to examine time sheets and other pay records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discrimination of the Employer.

ARTICLE 14
STEWARDS

CHIEF STEWARD

A. The Union shall designate in writing to the Employer the name of the Steward it wishes to serve as Chief Steward and the name of the steward it wishes to serve as the Alternate Chief Steward to serve in the absence of the Chief Steward.

B. The Chief Steward shall:
   1. With the Alternate Chief Steward, attend negotiations with the Employer.
   2. Be present at all Step 3 grievance proceedings.
   3. Be present at all disciplinary hearings.

STEWARDS

Each location, except those locations that have the Chief Steward or the Alternate Chief Steward, shall be represented by a Steward who shall be a regular employee of the employer. The duties of the Steward shall be limited to the following:

1. The investigation and presentation of grievance procedures through Step 2,
2. The transmission of messages and information from and authorized by the Union and its officers so long as such messages are in writing or are of a routine nature.

RELEASE TIME FOR STEWARDS

A. Upon requesting and receiving permission from his or her supervisor, the unit Stewards may have time off without loss of pay.

1. Should such time off be granted for a purpose which goes beyond the employees' regular quitting time, the Employer shall not be obligated to provide any compensation.
2. The Employer will not unreasonably deny such release time.
3. The Union understands that such release time is a privilege and is not to be abused.

B. There shall be no mileage paid for any union activities by the Stewards.

ARTICLE 15
DEFINITIONS OF EMPLOYEES

A. All individuals must be appointed by the Deputy Court Administrator and/or Chief Judge before becoming Court employees.

B. A regular full-time Court employee is an employee who has successfully completed a probation work period with the Court and who regularly works 37.5 hours per week. All regular full-time employees are subject to the personnel rules and terms and conditions of the contract and are entitled to the indicated benefits of Court employment.

C. A regular part-time employee is an employee who has successfully completed a probationary work period, is in a position created for a duration of not less than six months, and whose hours are regularly 18.75 hours or more per week, but less than 37.5 hours per week. Regular part-time employees are covered by the personnel rules and terms and conditions of the contract, except that their leave benefits are prorated at a level commensurate with their hours of work. Employees who work 80% or more of a 37.5 hour week are eligible for benefits with the premiums being paid by the employer. Employees who regularly work 50-79% of a 37.5 hour work week are eligible for benefits with the premiums half-paid by the employer. Employees who work 50% or more are eligible to participate in the retirement plan.

ARTICLE 16
SENIORITY

A. Seniority Defined: For the purposes of the Collective Bargaining Agreement, there shall be two (2) definitions of seniority: County seniority and Bargaining Unit seniority.

B. Bargaining Unit seniority shall be defined as an employee's total length of credited services in a position which is now or has been contained in the classification now in the bargaining unit without a break in service either district court, or predecessor municipal court. Employees may utilize bargaining unit seniority for promotions, transfers, job bidding, vacation preference, layoff, work assignments, and in dual title classifications.

C. County seniority shall mean an employees total length of service with either the county or court system either district or municipal without a break in service and shall be used for purposes of longevity, earnings of vacation, retirement benefits, and any other county wide benefits.

D. Employees who transfer or promote out of the bargaining unit and then return shall be entitled only to bargaining unit seniority earned while in the bargaining unit.

E. An employee who returns to the bargaining unit due to a reduction in force shall not displace a member of the bargaining unit if such displacement would cause a bargaining unit employee to be laid off.

ARTICLE 17
PROBATION

A. There is hereby established a six-month probationary or working test period which shall apply to all employees appointed from an original entrance list or re-employment list.

B. The probationary period or working test period is considered part of the examination process prior to an employee gaining permanent status. Therefore, an employee appointed from an original entrance list or re-employment list (not Layoff Recall list) may have his/her services terminated within the first six (6) months of employment with no form or right of appeal.

C. An employee evaluation form will be completed by the supervisor of the new employee after the first two months of the probationary period. This allows an opportunity for both the supervisor and employee to consider the employee's performance and highlight any difficulties or problem areas that may need improvement in order to insure the continuation of that person's employment. Another evaluation form will be completed at the four month mark and at the end of the probationary period.

D. The probationary period or working test period may be extended an additional six (6) months, in three (3) month increments.

E. Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

F. New unit employees may apply for unit promotional openings during their probationary period, but will not be given union status in doing so. Probationary employees will only be considered after all regular unit employees have been considered and rejected.

G. Employees appointed from a promotional list shall serve a six (6) month probationary period with an option on the part of the Court to extend such period for an additional three (3) months.

ARTICLE 18
WORK SCHEDULE

A. The normal work week for the employees of the Fourteen-A District Court is thirty-seven and one-half hours (37.5), consisting of five consecutive 7.5 hour work days. The normal full-time schedule is from 8:00 a.m. until 4:30 p.m. each day Monday through Friday. One-hour lunch breaks are provided to each employee in staggered shifts to assure adequate staffing at all times.

B. If it becomes necessary for the Deputy Court Administrator or the Judges to alter the normal working hours of an employee or employees, the Administrator or Judge shall notify the affected employees. Employees are expected to complete a definite assignment, even though it may require additional hours over the standard 37.5 hour work week. In case of emergencies, employees shall return to work when requested by the Administrator or Judge.

ARTICLE 19
REST PERIODS

A. Employees are permitted a rest period of fifteen (15) minutes each half day (approximately 4 hours) of work. Rest periods are to be taken with the approval of the supervisor at such times and in such a manner that they shall not interfere with the efficiency of the Court.

B. A rest period is intended to be a recess which is preceded and followed by an extended work period. A rest period may not be used to cover an employee's late arrival or early departure. Rest periods are not accumulative and they are lost if not taken.

ARTICLE 20
SAFETY AND WORKER'S COMPENSATION

A. The Employer agrees to work in conjunction with the Union to follow guidelines established by OSHA and MIOSHA to insure the safety of all employees of the Fourteen-A District Court.

B. If an on-the-job injury or accident occurs, or if an unsafe condition exists, employees shall immediately report the situation to the Supervisor so that appropriate action may be taken.

C. All employees injured, or possibly injured, on the job must report to the designated clinic. If the injury is such that it is of a life threatening nature, a local hospital's emergency room may be utilized. The Supervisor, or his/her alternate, will provide you with a signed form allowing you to receive treatment at one of these clinics.

D. The injured employee's supervisor is responsible to complete and turn in to the Deputy Court Administrator's Office a completed Supervisor's Accident Report form. This must be accomplished before the end of the business day.

E. Effective January 1, 1995, each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income, for a period not to exceed six (6) months.

F. Effective January 1, 1995, an employee on Worker's Compensation for a period longer than six (6) months will be allowed to utilize any accrued sick leave and/or vacation to supplement his/her Worker's Compensation, in an amount sufficient to maintain his/her regular weekly income until said benefits are exhausted. When doing so, employees will be considered full-time employees and eligible for full medical insurance benefits.

ARTICLE 21
ABSENCES FROM WORK

A. Employees are expected to maintain good attendance records. When absent from work, employees must telephone their supervisor personally within one hour of the start of their normal work day. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged. An absence of five consecutive work days without notification is considered a voluntary resignation.

B. All absences must be charged to vacation leave, accrued personal leave, comp. leave, or accrued sick leave, whichever is appropriate. When no accrued time is available, unpaid leave may be approved at the discretion of the Deputy Court Administrator. Absences due to inclement weather or transportation problems shall require the use of either personal leave time, vacation time, sick time, comp. time, or shall be treated as unpaid leave.

C. However, if the Court should be closed by the Deputy Court Administrator of Chief Judge for inclement weather or any other reason before the start of the normal working day, no leave time shall be deducted from an employee's accrued time. Also, if it becomes necessary due to inclement weather or other reasons for the Deputy Court Administrator or Judge of that Court to close one or more court locations during the day, no leave time shall be deducted from the affected personnel.

D. If the Court is declared closed due to inclement weather or any other reason before the start of the normal work day, employees will be notified by phone in conjunction with established phone "chains." It may also be advisable for employees to listen to radio station WAAM (1600 on AM) to listen for possible closings.

ARTICLE 22
RESIGNATIONS

An employee who resigns from the Fourteen-A District Court must submit a written resignation to the Deputy Court Administrator at least two (2) weeks prior to the effective date exclusive of vacation, personal leave, and compensatory leave.

ARTICLE 23
UTILIZATION OF LEAVE BENEFITS AND COMP-TIME

A. The leave benefits described in these rules are provided for the benefit of the employees, and to assure fair and equal treatment of all employees (except where varied for length of service or by law).

B. To assure that these benefits are administered equally, the following rules are established:

1. No one may authorize the utilization of leave benefits or comp-time which is not properly earned and provided for in these rules.
2. Claiming leave benefits or comp-time which has not been properly earned or falsification of a time sheet by any employee will be considered falsification of a court record and will result in disciplinary action.

ARTICLE 24
JURY DUTY AND WITNESS SERVICE

A. An employee who serves on jury duty or is subpoenaed as a witness shall be paid his/her full salary rate for service during regular working hours. The employee shall reimburse the employer for any jury service payment received, but shall keep that portion of the jury check which represents mileage.

B. A regular part-time employee shall be compensated at regular rate for those hours that the employee serves on jury duty or witness service which coincides with the hours the employee would have been at work. However, if the summons as a witness is work related, all hours served shall be paid.

C. Employees may be required to furnish the employer with a written statement from the court showing the days of jury duty and the amount of jury duty fees and mileage reimbursement he/she was eligible to receive.

ARTICLE 25
BULLETIN BOARD

A. The Employer shall provide bulletin boards in facilities where the employees report to work. The boards shall be used for the following notices:
1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.
4. Reports of the Union.
5. Rulings or policies of the Union.

B. Notices and announcements shall not contain anything political or anything reflecting upon the Employer, any of its employees, or any labor organization, and no material notices or announcements which violate the provision of the Article shall be posted.

ARTICLE 26
TEMPORARY ASSIGNMENTS

A. No member of this unit shall be required to do work outside the concept of his/her classification, nor shall any other employee perform duties which are outside the concept of his/her classifications covered by this Agreement, except in those cases where the duties performed are necessary to allow the Employer to meet Statutory or public service requirements. Should an employee be required to perform duties which are outside the concept of his/her classification for a period of one month or more, the employee will receive a temporary pay level adjustment to the assigned pay grade of the outside classification. The concept of the classifications are described in the classification specifications.

B. It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification specifications.

C. An employee when temporarily assigned to work in a position in a higher classification for thirty (30) calendar days or more shall receive the rate of pay which represents the rate of pay of the higher classification at the appropriate comparable step, which represents a two (2) step increase if possible. Should an employee be temporarily assigned to a lower classification, they shall receive no loss in pay.

ARTICLE 27
CHANGE OF ASSIGNMENT

A. It is the policy of the Fourteen-A District Court to allow employees to request change of assignments between court locations when unit vacancies should arise.

B. For the purpose of this policy, an assignment is defined as retaining the present pay grade and position number while changing assigned work locations. (i.e. a Deputy District Court Clerk who is relocated from one court location to another, but retains the same pay grade and position number, is considered to have received a change of assignment.)

C. Not all reassignments will be voluntary. The Deputy Court Administrator, through authority of the Chief Judge, retains the absolute right to assign and reassign employees as deemed necessary. Prior to any involuntary assignment, the court will meet and confer with the employee to notify him/her twenty-four (24) hours in advance of the assignment change. The employee may have a union representative present if he/she so requests.

D. Assignment openings, where possible, will be posted internally for five working days prior to filling the position unless factors regarding the job make inappropriate to do so. If not filled from within, it may then be posted to the public for their consideration.

E. Employees interested in applying for a change in assignment into a vacant position, in response to an internal posting, must submit that request in writing to the Court Administration Office within the deadline given.

F. The present supervisor, as well as the supervisor over the vacant position, will be given the opportunity to recommend approval or denial of a change of assignment request.

G. The employee with the greatest unit seniority of the reassignment candidates will be considered first. If his/her transfer request is denied, the applicant with the next highest unit seniority will then be considered. Should no unit employees be granted a change in assignment, the non-unit candidate with the greatest seniority will then be considered.

H. The final decision will then be made by the Deputy Court Administrator under the authority of the Chief Judge.

I. As soon as possible following the position posting, a decision will be made and the affected employees notified at least twenty-four (24) hours in advance of the assignment change.

ARTICLE 28
UNIT PROMOTIONS

A. It is the policy of the Fourteen-A District Court to fill promotional vacancies whenever possible by promotion from within. However, it is sometimes necessary to employ persons from outside the court staff for promotional positions.

B. A unit promotional vacancy is defined as a position which is within this unit which is assigned a pay grade higher than the employee's current pay grade.

C. When a regular full-time promotional unit position becomes available, it shall be p osted internally for five working days prior to filling the position unless factors regarding the open position make it inappropriate to do so. If not filled from within the court, it may then be posted to the public for their consideration.

D. Employees interested in applying for a promotional transfer into a unit vacant position in response to an internal posting must submit that request in writing to the Court Administration Office within the deadline given on the posting.

E. As soon as possible following the position posting, all applicants will be scheduled for an interview and testing session. Such testing and interviewing will be based on bona fide occupational requirements of the position being sought. The Deputy Court Administrator will review the applicants and recommend a top candidate for promotion to the Chief Judge.

1. Areas considered include, but are not limited to: previous evaluations, seniority, clerical skills, knowledge of personnel policies, knowledge of duties assigned to the promotional position.
2. The points or percentages awarded to each category considered during the promotional process will be noted on a unit promotional vacancy posting.
3. The interviewing will, where possible, be conducted by at least two interviewers. In most cases, the Court Administrator, Deputy Court Administrator, and the receiving supervisor.
4. The Chief Judge reserves the right to designate the candidate to receive the promotion based on his/her knowledge of the court system, the employees abilities, and the necessity to protect the integrity of the court system.

F. 1. An employee who receives a promotion will be considered to be on a probationary status for a period of six months. A two and four month interim evaluation will be done to notify the promoted employee of their progress, and of any areas that must be improved in order to remain in the higher position. Another evaluation will be completed at the end of the probationary period indicating either removal or retention of the employee in the promotion position. Should it be deemed appropriate, this probationary period may be extended for an additional three months.

2. At any time during this probationary period, the employee may be returned to their former position level upon recommendation with reason from the supervisor or Deputy Court Administrator and the approval of the Court Administrator.
3. If an employee is returned to their former status, there is no guarantee that they will be placed in their previous work location.
4. In the event that the promotion position is re-opened due to "F.2." above, the other original candidates will be contacted to determine if they wish to reapply. They all may be requested to retain their original test scores, or everyone may complete a second examination, and may be granted a new interview. An internal posting to all other employees will solicit additional candidates who will be required to complete all promotion application steps.

ARTICLE 29
VOLUNTARY DEMOTIONS

A. Any unit employee may seek a voluntary demotion to a unit vacancy.

B. Should there be more than one qualified unit applicant, the senior person will be selected.

C. Should no unit employee voluntarily take a demotion to a vacant position, a non-unit employee may apply for demotion to the vacancy.

ARTICLE 30
TRANSFERS OUTSIDE OF BARGAINING UNIT

A. Unit employees who transfer outside of the bargaining unit shall retain the right to return for six (6) months.
   (1) Employees are not guaranteed their previous work location or duties, however, they would receive a position an pay grade comparable to their previous position.
   (2) No layoff of a regular full-time employee may result from such returns. Employees may displace temporary or probationary employees in their previous classification.

B. Unit seniority levels will be calculated on time worked in unit. Credit will be given to previous time worked in unit, but no credit shall be given for employment in outside classifications.

ARTICLE 31
LAYOFFS

A. Prior to the lay off of any regular employee, probationary and temporary employees within the unit classifications shall be laid off.

B. Layoffs of regular full-time employees shall be strictly by bargaining unit seniority regardless of the classification of the position eliminated.

C. Recall shall be in the inverse order of the above. Recall rights shall last for the length of the employee's unit seniority, but in no case longer than two (2) years.

D. All unit employees shall have bumping rights based on unit seniority. An employee who has been notified of impending elimination of their position may voluntarily choose to demote into a lower unit classification position held by an employee with less unit seniority. In no case shall an employee utilize bumping privileges to gain a higher level position.

E. Should the employment of student or temporary part-time interns cause layoffs or lengthen the term of layoffs for unit employees, these employees shall be laid-off first.

ARTICLE 32
SICK LEAVE

A. Sick leave is not a privilege which employees may use as additional leave time, but a benefit which may be used in only cases of sickness, pregnancy, disability, or to seek medical treatment. Submission of an application for leave claiming sick leave benefits for other than these reasons shall be considered a falsification of court records. Use of sick leave may not substitute for other types of leave. While abject from work due to illness or injury, employees shall be paid from their sick leave credit as provided herein. Sick leave may be used in the case of serious illness in the employee's immediate family where the presence of the employee is necessary. For the purposes of this section, immediate family is defined as parent of employee or spouse, spouse, sibling, child, grandparent, brother or sister of spouse, grandchild or someone with whom the employee has a legal guardian relationship, or a related member in an employee's household.

B. To receive compensation while absent on sick leave, employees shall notify their supervisor prior to or within one hour after the time set for the beginning of the work day. When absences are for more than five (5) days, employees may be required to file a physician's certificate. No sick leave shall be granted without the approval of their supervisor, the Deputy Court Administrator, or the Court Administrator.

C. The Deputy Court Administrator may require a doctor's excuse for sick leave claimed for a day immediately preceding or following a holiday or a weekend including a Friday or Monday holiday.

D. All regular full and part-time Court employees are eligible to accumulate sick leave benefits from the first pay period on the job and may use sick leave after completion of the first pay period, up to the amount accumulated at the time of the illness.

E. Regular full-time employees are entitled to sick leave credit of one working day for each month of service, except that no sick leave credit can be earned during a leave of absence without pay. Sick leave is computed from the first working day of the employee, and is posted to the employee's accrual record approximately mid-month. The amount of sick leave charged against an employee absent on sick leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked.

F. Regular part-time employees are entitled to sick leave credit on a prorated basis.

G. There is no limit to the number of ours of sick leave which an employee can accumulate. Payment will be made for fifty (50) percent of unused sick days upon severance after five (5) years of continuous county employment. An employee may accumulate in excess of one hundred-twenty (120) days for use only as sick time. There shall be no payment whatsoever for any days accumulated in excess of one hundred-twenty (120) days.

ARTICLE 33
EXTENDED SICK LEAVE ABSENCE

A. An employee who is ill or disabled and has exhausted all leave credits may apply in writing to the Deputy Court Administrator for an extended sick leave absence without pay. Such leaves may be granted in up to ninety (90) day segments, or lesser segments as determined by employee's doctor, or up to one (1) year.

B. An application for illness leave must be in writing and be accompanied by a statement by the physician stating the need.

C. A doctor's statement may be requested at each ninety (90) day interval, and reviewed by the Deputy Court Administrator's office. However, in no case shall an illness leave be denied until one (1) year has elapsed.

D. An employee's position, or a comparable position, will be held open for them for six (6) months while they are on an illness leave. After the six (6) month period, the Court shall attempt to place the person in another position. Illness leave shall be granted without loss of seniority for a period of one (1) year, and may be extended upon approval by the Court Administrator or Deputy Court Administrator.

E. Life insurance, hospitalization and dental coverages shall be continued with the employer providing such life insurance, hospitalization and dental coverage for up to six (6) months, as are in effect for the benefit of the employees.

ARTICLE 34
VACATION LEAVE

A. All unit employees, both full and part-time, 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 employee is entitled to take vacation leave until six months of employment have been successfully completed.

B. The times at which an employee may take a vacation are determined by supervisors, Deputy Court Administrator, or the Court Administrator, with due regard to the wishes of the employees and needs of

the Court. Advanced notice as specified by the Supervisor or Administrator is necessary so that there is sufficient time to make a vacation schedule and to arrange the work of the Court accordingly.

C. The maximum amount of vacation leave earned per month for each regular full-time unit employee is as follows:
   1. In the first year of employment, they shall earn 7.5 hours per month, or a total of 90.0 hours per year.
   2. Employees in their second through fifth year of continuous service, but less than six years, shall earn 9.3840 hours per month, or 135.108 hours per year.
   3. Employees in their sixth through tenth year of service, but less than eleven years, shall earn 11.2590 hours per month, or 135.108 hours per year.
   4. Employees in their eleventh through fifteenth year of continuous service, but less than sixteen years, shall earn 12.50 hours per month, or 150.0 hours per year.
   5. Employees in their sixteenth through twenty-first year of service, but less than twenty-two years, shall earn 13.7588 hours per month, or 165.1056 hours per year.
   6. Employees in their twenty-second and more years of continuous service shall earn 15.6338 hours per month or 187.6056 hours per year.

D. Regular part-time employees shall accrue vacation leave on a pro-rated basis.

E. Vacation leave earned is computed from the first working day of the employee. If a legal holiday falls within the employee's vacation period, the employee will not be charged with a vacation day for that holiday.

F. The amount of vacation leave charged to an employee is equal to the number of hours the employee would normally have worked during the vacation period.

G. Unit employees may accumulate up to two (2) times the amount of their annual vacation accrual. However, any vacation time earned over this amount must be used or it will be lost. These excess days are subtracted from the accrued amount effective December 31st of each year.

H. Upon severance employees will be paid for any vacation days that remain unused.

I. All vacation leave requests of one week (five days) or greater duration must be placed in writing on the appropriate form and submitted by February 1st. Supervisors shall notify employees of its approval or denial no later than February 15th. For purposes of this policy, leave requests in conjunction with New Year's Day will be considered jointly with the Christmas holiday period.

   For employees sharing an assigned work location supervisor, preference will be given to bargaining unit seniority where practical. The employer reserves the right to cancel previously authorized vacations due to emergency situations arising after approval.

   Requests made after February 1st will be awarded on a "first requested, first rewarded" basis and must be made in writing.

ARTICLE 35
MATERNITY AND CHILD CARE LEAVE

A. An employee who becomes a parent, either by birth our adoption, may be granted a leave of absence of up to six (6) months from the date of birth or adoption. Employees may take a one (1) year leave of absence due to pregnancy. The leave will be without pay unless the employee desires to use accumulated leave time benefits. All leave(s) must be made in writing and accompanied by a physician's letter.

B. A child care leave or maternity leave shall be without loss in seniority for a period of one year.

C. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave, or will be placed in a comparable position.

D. Life insurance, hospitalization and dental coverage shall be continued with the employer continuing to provide such life insurance, hospitalization and dental coverage (up to six (6) months) as are in effect for the benefit of the employees not on child care/maternity leave.

E. Prior to a maternity leave if it is necessary for the employee to restrict work related activities, a doctor's certificate must be provided specifying the restrictions. It shall be the responsibility of the employee to safeguard the welfare of the unborn child.

F. A child care leave may be extended for an additional six (6) months and the employer will attempt to place the individual in a position of equal pay within the Court.

G. If an employee fails to return to work at the end of a maternity/child care leave or any approved extension thereof, they will be considered to have voluntarily quit.

H. It is expected that any employee on child care/maternity leave will give a two week written notice of their intent to return to work.

ARTICLE 36
PERSONAL LEAVE

A. All employees in this unit may take up to two accrued sick days and three accrued vacation days per year as personal leave days.

B. Employees wishing to utilize accrued sick days as personal leave should notify their supervisor within at least three days from the affected date. The supervisor must be notified no later than 8:30 a.m. of the leave date.

C. Any employee utilizing accrued vacation leave as personal leave time must notify his/her supervisor at least three (3) days in advance.

D. Personal leave days must be taken separately (one at a time) and cannot be used in connection with any official Court holiday, sick leave, annual leave, or comp. leave.

E. It is the responsibility of the employee to insure that they do not take more than two accrued sick days and three accrued vacation days per year as personal leave. any time claimed as personal leave above this will be automatically processed as leave without pay.

F. Personal leave days are not "bankable" and will not accumulate from year to year.

G. Personal leave days are available to an employee immediately upon accrual.

ARTICLE 37
FUNERAL LEAVE

A. An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave or annual leave, for a death in the immediate family. Immediate family is defined as spouse, parent, sibling, child, grandchild, grandparent, aunt, uncle, niece, nephew, and parents and grandparents of employee's minor children, or someone with whom the employee has a legal guardian relationship or a related member in an employee's household and all such relatives of one's spouse.

B. An additional two (2) funeral leave days with pay shall be granted in the event of the death of a spouse, parent, or child of the employee or employee's spouse.

C. An employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.

D. Employees have the right to use personal or vacation leave for the funerals of those other than members of the immediate family.

E. An employee shall be allowed three (3) working days with pay, as funeral leave days, not to be deducted from sick leave or annual leave, for the death of a declared significant other. A significant other is defined as one unrelated person living in the employee's household, who has the same type of relationship to the employee as a spouse, but does not have a marriage license. Declared means written notification to the Human Resources Department prior to the time of death.

ARTICLE 38
HOLIDAY LEAVE

A. The following days are designated as regularly scheduled paid holidays:

New Year's Day
Martin Luther King Day (3rd Monday in January)
Presidents' Day
Good Friday (1/2 day only)
Easter Sunday
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veteran's Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving
Christmas Eve Day (1/2 day only)
Christmas Day
New Year's Eve Day (1/2 day only)

B. Should a holiday fall on Saturday, Friday shall be considered as the holiday.

C. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

D. Employees will be paid their current rate based on their regular scheduled work days for said holidays. This does not apply to Easter Sunday.

E. When Christmas and New Year's fall on a Sunday or Monday, the Eve (1/2 day) will not be granted as time off.

ARTICLE 39
OTHER LEAVES OF ABSENCE

A. Other leaves of absence requested by an employee must be made in writing to the Deputy Court Administrator and shall not be granted without permission from the Deputy Court Administrator, Court Administrator, or Chief Judge.

B. An employee absent from work without permission from the Deputy Court Administrator, Court Administrator, or Chief Judge for five consecutive days shall be considered a voluntary resignation.

ARTICLE 40
COMBINED TIME OFF

A committee shall be established outside of negotiations to study the use of combined time off. A representative from the *Teamsters, Local 214, Clerical Unit*, shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

ARTICLE 41
NEGATIVE SICK TIME ACCRUALS

A. It is the policy of the Fourteen-A District Court to limit employee's use of paid sick time to the number of days/hours they have actually earned. The official amounts of time authorized for use are recorded and updated bi-weekly.

B. Permission for an employee to borrow (or have advanced) sick time not yet earned may only be authorized for demonstrated serious reason(s). Only the Court Administrator or Deputy Court Administrator has the authority to advance up to a maximum of five (5) additional paid sick days.

C. Any employee absences for sickness for which applicable sick time is not available will normally be recorded as leave without pay.

D. Prior to requesting advancement of paid sick time (not yet earned) the employee must use any accumulated vacation time.

E. Permission to borrow (or have advanced) sick time not yet earned must be requested by the employee in writing, if the employee is capable.

F. Prior to approval, employees will also be required to submit a signed statement authorizing the County to deduct payment for any accrued negative sick days from the total wages due in the event such employees terminate employment with the Court prior to attaining a positive sick leave balance.

ARTICLE 42
OVERTIME

A. No overtime may be worked without the prior direction or authorization of the Court Administrator or Deputy Court Administrator. Should neither employee be available, the Administrative Coordinator may authorize the requested overtime on a comp. time basis only.

B. Should unit employees be required to work over their normally assigned hours, the following procedure must be utilized:

1) FLSA non-exempt classifications in this unit include: ***Floating Senior Deputy District Court Clerk***, ***Senior Deputy District Court Clerk, Probation Secretary*** and ***Deputy District Court Clerk.***
2) A sample of the ***Request for Overtime Authorization*** form is attached to this policy. A copy of this request must be processed whenever possible before the overtime is worked. This form must be signed by all employees who agree to work over their normally assigned hours before the hours are worked if the employees are to earn compensatory time in lieu of monetary compensation. In no situation will an employee be forced to accept compensatory time. Should an employee not wish to voluntarily earn the compensatory time, another employee may be given the option of working the needed hours.
3) The supervisor is to receive the Court Administrator's or Deputy Court Administrator's signature authorizing the requested overtime before the extra hours are worked. In emergency situations where the supervisor is unable to obtain written authorization from court administration prior to the commencement of overtime, verbal authorization may be obtained. In cases where verbal administration authorization was obtained, the completed request form must be received by court administration no later than twenty-four (24) hours after the overtime was worked. In all cases the

completed ***Request for Overtime Authorization*** form must be returned to court administration within 72 hours.

4) All overtime hours worked are to be accurately reflected on the weekly and bi-weekly time sheets.
5) Except in extreme cases of emergency, lunch hours will not be authorized as timed worked under overtime conditions. The lunch hour is a necessary midday break from the workplace and the employee, personally, as well as productivity, suffers when this time is not properly utilized. In no case will overtime compensation be given for the morning and afternoon 15 minute break period. These breaks are lost if not taken.
6) Whenever possible, supervisors are directed to insure that any FLSA non-exempt employee who earns compensatory time is to be released to utilize said compensatory time before the end of that same pay period. Should the court workload make it impossible to do so, a compensatory log is attached to this policy. It may be calculated in either hours or days. The individual employee logs are to be maintained in a central location within each office. The supervisor is directed to audit these logs at least one per month and is to insure that the logs are available to Court Administration whenever requested. The supervisor must submit a Xerox copy of each employee compensatory logs to the Court Administration office at the end of each month.

C. Employees authorized to work for paid overtime will receive compensation at one and one-half (1 1/2) times their hourly pay rate for each hour of overtime worked, except on recognized court holidays when the rate is two (2) hours for each hour worked in addition to the normally paid holiday hours. Overtime worked for compensatory time will be compensated at the rate of one and one-half (1 1/2) hours for hours worked in excess on thirty-seven and one-half (37 1/2) hours in one week.

ARTICLE 43
HOSPITALIZATION AND MEDICAL INSURANCE

A. All regular fill-time unit employees are eligible for the Blue Cross/Blue Shield group hospital, medical, surgical, dental and prescription co-pay insurance coverage provided by Washtenaw County or its equivalent coverage.

Effective July 1, 1995

The County will establish and make available a Health Care Reimbursement Account and a Premium Reduction Account which enables an employee to pay for health care costs which are not covered by other health and dental plans and/or the premium cost to purchase health coverage on a salary reduction basis.

For all employees hired prior to January 1, 1995:

(a) The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.

(b) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.

(c) The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of any injury, illness, or maternity, for the first six (6) months.

(d) **Effective 1/1/1995,** Continue the same benefits with the County paying the full premium for the present benefits and for a $3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);

(e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a $750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a $600 lifetime maximum per person.

(f) Those employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of $500 to be

payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

Effective 1/1/1996

(d) Continue the same benefits with the County paying the full premium for the present benefits and for a $5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider).

For employees hired on January 1, 1995 and thereafter:

(a) The Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, the plan to be Blue Shield CMM 250. This coverage shall be applied for these employees for the first three (3) years of employment.

(b) Employees hired on January 1, 1995 and thereafter, will be given the option to "buy up" to the Blue Cross/Blue Shield MVF I, Master Medical IMB-OB plan by paying the difference in premium costs, during the first three years of employment, through payroll deduction.

(c) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Shield CMM 250 for the employee and his/her family during the first three (3) years of employment during the employee's absence as a result of any injury, illness, or maternity for the first (6) months.

(d) **Effective 1/1/1995 -->** Continue the same benefits with the County paying the full premium for the present benefits and for a $3.00, co-pay preferred Rx prescription drug rider (maintenance drug rider);

(e) The County will pay the full premium for the following dental benefits:
100% of treatment costs for Preventive, Diagnostic (except Radiographs) and emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits with a $750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a $600 lifetime maximum per person.

(f) Upon the fourth year of employment, the employee shall be removed from Blue Shield CMM 250 and the Employer agrees to pay the full premium for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more per week, and his/her family, under the plan Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB.

(g) The Employer agrees to pay the full premium for hospitalization-medical coverage under Blue Cross/Blue Shield MVF I, Master Medical IMB-OB from the fourth year and thereafter, if any employee's absence is the result of any injury, illness, or maternity for the first six (6) months.

(h) Those Employees who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of $500 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for the same full insurance benefits, only one shall be covered and no special payment shall be received. The employee shall provide proof of coverage annually in order to activate payment.

Effective 1/1/1996:

(d) Continue the same benefits with the County paying the full premium for the present benefits and for a $5.00, co-pay preferred Rx prescription drug rider (maintenance drug rider).

Flexible Fringe Benefits

Beginning with the enrollment period in the Fall, 1997, Teamsters, Local 214, Clerical Unit, shall be enrolled in the Washtenaw County Flexible Fringe Benefit Plan and will choose the benefits in the Plan rather than the applicable benefits set forth in other sections of this contract. The Plan will be structured so that employee will be able to purchase benefits at the levels set forth in this contract without adding expenditures. Benefits of this Plan include: Medical Insurance, Dental Insurance, Long-Term Disability and Life Insurance.

Those employees, who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive an amount equal to their flex credits per year to be paid on a biweekly basis. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received.

ARTICLE 44
GROUP LIFE INSURANCE

A. The employer agrees to pay full cost of premiums for life insurance for regular salaried and hourly-rate employees who work thirty (30) hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The amount of Life Insurance is based on one (1) times the annual base salary including longevity payments, but excluding overtime payments, adjusted to the next higher five hundred ($500) dollars.

B. The amount of Life Insurance ranges between eight thousand ($8,000) dollars minimum and thirty-five ($35,000) dollars maximum based on one (1) times the annual base salary.
   1) All employees earning $8,000 or less are insured for $8,000.
   2) All employees earning $8,001 - $8,500 are insured for $8,500 etc.
   3) All employees earning $35,000 and above are insured for $35,000.

C. The employer agrees to provide a supplemental life insurance program for those employees who are desirous of participating. Any employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense and the Court and County agrees that the expense for said insurance or the monthly premium may be deducted through payroll deduction upon authorization of the employee.

D. Life Insurance for Retirees: Paid up policy - $2,000 for those who are covered by the Washtenaw County Retirement System.

ARTICLE 45
RETIREMENT AND SOCIAL SECURITY

Washtenaw County Employees' Retirement System

A retirement program exists and deductions are made each pay day for deposit to the Employee's Retirement Plan. Deductions start at the beginning of an employee's service with the Employer and equal to three (3) percent of the first four thousand two hundred (4,200) dollars of his annual compensation and five (5) percent of the portion of his annual compensation in excess of four thousand two hundred (4,200) dollars. The Employer also contributes each year an amount that presently is approximately one and one-half (1 1/2) times the employee's contributions.

Benefits are based on salary and length of service, being equal to one and two tenths (1.2) percent of final average salary up to four thousand two hundred (4,200) dollars, one and seven tenths (1.7) percent of salary above four thousand two hundred (4,200) dollars, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit.

Final Average Compensation is the average of the compensation paid the employee by the Employer *during the period of five (5) consecutive years of service which produces the highest average*. The five (5) consecutive years must be within your last ten (10) years of credited service.

Benefits are payable upon normal retirement at any time after age sixty (60). Any employee who works until retirement and is over sixty (60), must have eight (8) years of service to qualify for pension. Any employee who leaves before age sixty (60) and has eight (8) years of service credit may leave his/her pension contribution in the fund and begin drawing pension benefits at age sixty (60).

Employees may retire at age fifty-five (55) with reduced benefits providing he/has twenty-five (25) or more years of service. Employees must retire at age sixty-five (65) unless extension of service is granted.

Effective January 1, 1998: Implement "Rule of 75." Employees may retire at age 50 with full benefits providing he/she has twenty-five (25) or more years of service.

In the event employment with the Employer is severed for any reason before an employee qualifies for retirement - benefits, a refund of all contributions made by the employee, plus interest compounded annually, will be made on request.

The Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement Insurance and for two thousand ($2,000) dollars of life insurance for employees retiring.

A Retirement Commission administers the Retirement System and any questions about retirement should be directed to the Chairman of the Retirement Commission in writing.

Deferred retirees will be allowed to participate, at their own expense in the County Blue Cross/Blue Shield program, once they are placed on the County retirement roles.

Money Purchase Pension Plan

Effective January 1,1989 the Employee's Retirement Plan (Plan A) will be modified for those employees who retire or leave Plan A after January 1, 1989, as follows:

1. Deductions start at the beginning of an employee's service with the Employer and equal **six (6)** percent of his/her annual compensation.
2. Benefits are based on salary and length of service, being equal to two (2) percent of salary, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit.
3. The Employer agrees to pay the premium for Blue Cross and Blue Shield hospitalization insurance presently in effect for regular County employees, for retirees from the date of their retirement until they reach their 65th birthday.

Effective January 1, 1989 current employees will have the option of:

1. remaining in the Employees Retirement Plan (Plan A);
2. freezing their benefits in Plan A and participating in the Washtenaw County Money Purchase Pension Plan (MPPP);
3. withdrawing from Plan A and participating in the MPPP.

All employees hired on January 1,1989 and thereafter will be covered by the MPPP and not Plan A.

For those in the MPPP, deductions start at the beginning of an employee's service with the Employer and equal six (6) percent of his/her pay. The Employer also contributes an amount equal to six (6) percent of the employee's pay.

Except as otherwise provided herein, the provisions of the MPPP as set forth in the "Washtenaw County OPTION C RETIREMENT PLAN Primary Features of 401(a) (Money Purchase Pension Plan) and the (Washtenaw County Money Purchase Pension Plan) both adopted by the Washtenaw County Board of Commissioners on December 19,1984 are incorporated herein and made a part hereof.

The Local Union will be notified prior to employee educational sessions on pensions and have representation at said sessions.

Effective 1/1/1998 -- MPPP

The employee deduction will equal 7.5% of total wages, and the employer contributes an equal amount each pay period.

The employer will provide medical insurance for retirees starting at age 60 with a minimum of eight (8) years of service.

Employees may retire at age 55 with a minimum of eight (8) years of service, with medical insurance commencing at age 60.

Implement "Rule of 75." Employees may retire at a minimum age 50 with full benefits providing he/she has service credit with Washtenaw County to equal 75 (e.g., 50 years old with twenty-five (25) years of service).

Employees who were members of the WCERS and who elected to "cash-out" and/or freeze their distributions into the WCERS and participate in the MPPP shall be allowed to buy-back previous service credits into WCERS for a one year period commencing January 1, 1998 and continuing through December 31, 1998. Any money which was withdrawn from either the WCERS, or the MPPP, for any reason, must be reimbursed to the Washtenaw County Retirement System, at the time the election is made and in no event will the employee be able to draw pension benefits until such sums are repaid. The employee must roll all the money currently in the MPPP back into the WCERS.

ARTICLE 46
EMPLOYEE EVALUATIONS

A. All unit employees are to be evaluated at least once each year. The purposes of such evaluations are to:
   1) Assure understanding and agreement between supervisors and employees regarding employee work responsibilities and priorities.
   2) Provide feedback to each employee regarding their work performance.
   3) Help each employee improve their work performance, if appropriate.
   4) Provide management with valid information upon which to make personnel decisions such as: raises, promotions, etc.

B. Employee evaluations will consider employee's performance on specific job tasks. Factors such as job knowledge, interpersonal relations, appearance or initiative may be considered. The evaluation process will begin by the development of a performance plan. this performance plan will be a record of all the significant responsibilities of the employee. The performance plan will be prepared before the evaluation period begins, and will be updated during the year if significant changes in responsibility occur.

C. At the end of the evaluation period, the employees will be rated on their performance of each job task included on the performance plan. To the greatest extent possible such evaluations will be based on objective standards. However, a supervisor's subjective opinions may be included in the evaluation.

D. Employee performance plans will be developed by each supervisor in conjunction with the affected employee. The needs of the employee as well as the needs of the Court shall be given proper consideration.

E. At the end of the evaluation period the supervisor shall meet with the employee to review the employee's performance of each job task during the year, and to complete the evaluation form. On each job task and for the employee's overall evaluation, the supervisor is to rate the employee's performance using one of the descriptive terms below and is to write a short narrative explaining the reasons for the rating given.

F. The following descriptive terms shall be defined as follows:
   1) **Outstanding** - Performance which consistently far exceeds that which is considered fully satisfactory. Performance at this level leaves little if anything to be desired, and is rare in any organization.
   2) **Excellent** - Performance which consistently exceeds levels regarded as fully satisfactory. Persons at this level of performance stand out or "excel" when compared with what would be considered an acceptable level of performance.

3) **Fully Acceptable** - Performance which is consistently at levels considered acceptable. People who are performing at this level are meeting acceptable standards of quality and quantity and are considered to be doing a good job.
4) **Needs Improvement** - Performance which is marginally acceptable or slightly below acceptable levels. Corrective actions are necessary for an employee at this level.
5) **Unsatisfactory** - Performance at this level does not meet minimum requirements. Corrective action is required immediately.

G. After the supervisor and employee have met to discuss the evaluation, both are to sign the form and turn it in to the Deputy Court Administrator's Office. The employee's signature indicates that he or she has reviewed the evaluation, not necessarily that he/she agrees with it.

H. Once the evaluation has been completed, a new cycle begins with the development of a new performance plan. The new performance plan may be identical with the one used the preceding year if no changes have taken place in responsibility.

I. If an employee does not agree with their supervisor's evaluation, they may place a written statement of the reasons for that belief at the end of the evaluation. This written rebuttal should be no more than one page.

J. The Deputy Court Administrator will review all submitted performance evaluations, will sign as having reviewed the same, and will then place a copy in the employee's individual personnel file. The Deputy Court Administrator's office will also insure that this evaluation form is properly processed for any merit increases warranted.

K. Should a supervisor note areas which need improvement on an evaluation, he/she may schedule the employee for additional evaluations in three or six months from the date of the original evaluation in order to gauge progress in these areas.

SAMPLE FORM

FOURTEEN-A DISTRICT COURT
EMPLOYEE PERFORMANCE EVALUATION/PLAN

Employee_____ **Job Title**_____

Date of Plan_____ **Supervisor**_____

Date of Last Evaluation_____ **Date of Next Evaluation**_____

JOB DUTY **PERFORMANCE CRITERIA**

#1 - Outstanding: Performance which consistently far exceeds that which is considered fully satisfactory. Performance at this level leaves little if anything to be desired.
#2 - Excellent: Performance which consistently exceeds levels regarded as fully satisfactory. Persons at this level stand out or "excel" when compared with what would be considered acceptable.
#3 - Fully Acceptable: Performance which is consistently at levels considered acceptable.
#4 - Needs Improvement: Performance which is marginally acceptable or slightly below acceptable levels.
#5 - Unsatisfactory: Performance at this level does not meet minimum requirement. Corrective action is required immediately.

SECOND PAGE OF SAMPLE FORM

OVERALL RATING

Consider all factors bearing on performance, effectiveness in meeting the objectives and standards for this position:

Overall Rating for Evaluation Period: 1 2 3 4 5 (Circle one)

Recommendations:

Continue on present position. Remarks:_____

Appraise performance again in ____ days. If improvement not shown, recommend_____

Terminate employee in ____ days.

Evaluated by: _____ Date: _____

Reviewed by: _____ Date: _____

I have read the above evaluation and discussed it with the evaluator.

Employee's Signature: _____ **Date:** _____

Note: Employee's signature indicates that he or she has reviewed the evaluation, not necessarily that he/she agrees with it. Employees may submit a written statement reference the evaluation. This statement must be submitted no later than five working days form the date the evaluation was reviewed by the employee.

ARTICLE 47
PAY ADVANCE

A. If a regular pay day falls during an employee's vacation, and the vacation is at least two weeks in continuous duration, the employee may receive a pay check in advance before going on vacation providing the request is made to the Deputy Court Administrator or Court Administrator at least three weeks before leaving.

B. Two advance pay checks per request is the maximum allowed.

C. Forms to request pay advances are available from the Deputy Court Administrator's office.

ARTICLE 48
LONGEVITY PAY

A. All employees covered by this contract in the active pay status of the County shall be entitled to receive longevity pay for the length of continuous service with the County according to the following paragraphs and schedule of payment.

B. Longevity pay shall be computed as a percentage of form W-2 Gross Earnings, exclusive of any amount for prior longevity payments, for the calendar year preceding the year of payment in accordance with the following schedule of payment:

Continuous Service	Percentage of W-2 Gross Earnings
5 or more and less than 10 years	3%
10 or more and less than 15 years	5%
15 or more and less than 20 years	7%
20 or more years	9%

C. Following completion of five (5) years of continuous full or at least fifty percent (50%) part-time pay status by October 1st of any year and in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

D. Payments to employees who become eligible by October 1st of any year shall be paid no later than fifty (50%) on June 15th, and fifty (50%) on December 15th in each year.

E. For purposes of this section, continuous service means service calculated from employee's hiring date as a regular full-time employee in active pay status either in or out of the Court. Continuous service shall be broken by:

1) Quitting
2) Discharge for Cause
3) Removal from active pay status
4) Retirement
5) Employees absent from work due to layoff, public or union service, education leave or personal leave, for a period of more than one (1) month shall not be credited with, or continue to accumulate, continuous service for any period thereafter until they are returned to active pay status. When an employee returns to active pay status, he/she will begin to accumulate continuous service credit based upon, and added to his/her previous service and accumulation. For the purpose of this policy, employees utilizing paid sick leave, vacation, funeral leave, or unpaid illness/maternity, or prolonged illness in the immediate family shall be deemed as time worked.

F. Should an employee leave employment with the County for any reason, the employee's longevity will be paid on a pro-rated basis for each completed month of service with the County from October 1st, unless said employee is transferring to a County position, then he/she shall maintain their accumulation of active service.

ARTICLE 49
TUITION REIMBURSEMENT

A. Any full-time employee who has had one year of County service shall receive fifty percent (50%) financial reimbursement for tuition for courses that meet one of the following conditions:

1) The course is directly related to the assigned duties of the staff member in his/her present position and a direct application of knowledge to be gained in the course can be clearly stated.

2) The course is preparation for possible future duties that may be assigned to a staff member in his/her present position or upon reassignment (promotion).

3) The courses are either required or elective subjects necessary to obtain a diploma, certificate, or degree provided that the total program has first been approved by the employer.

B. Employees shall be required to receive a "C" or better grade in courses in order to receive tuition reimbursement. If grades are not given for the course, the employee shall provide a certification of completion of the course requirements.

C. Employees shall be required to continue employment with the County for at least one (1) year following completion of the classes/programs for which they received reimbursement, or shall be liable for reimbursement to the County for any payment made for course work completed within the year prior to termination.

D. Conventions, seminars and employee training workshops shall not be eligible for reimbursement under the provisions of this tuition reimbursement program.

ARTICLE 50
DISCIPLINE

A. The intent and purpose of the following is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee only for just cause. Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

B. If the employee requests the Steward or another representative of the Union they shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure or the employee may seek such other legal remedy as may be available upon the employee's selection, provided, however, oral or written reprimands shall not be subject to arbitration. The Employer agrees that upon imposing any form of discipline, the designated area Steward shall be promptly notified in writing of the action taken. The employee shall be furnished a copy of any new entry prior to its introduction into the file. A notation of oral reprimand by date and subject and a brief description of the improper conduct only, may be placed in the employee's personnel file. There shall be one official file. For purpose of this Article, no other file of records shall be considered or used.

C. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his/her part, if the employee requests the matter shall first be discussed between the employee, a Union Representative, and the Supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy to a Union Representative if the employee so desires.

D. In any case where employee disciplinary action is necessary, the Employer and the Union subscribe to the theory of progressive corrective discipline and except as outlined in paragraph A, the following order of procedure shall be followed.

E. Procedural Steps:
1) Oral Reprimand
2) Written Reprimand
3) Suspension, transfer to existing vacancy or demotion
4) Removal or discharge

F. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

G. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

H. Upon request, an employee's official personnel file may be reviewed every six (6) months. Such request shall be compiled with within five (5) working days. No prior disciplinary action of more than twenty-four (24) months duration may be adversely used in any subsequent disciplinary action, unless related to present disciplinary action.

I. If two years after a disciplinary action there have been no further such actions, an employee may request that the Administrator remove the record of disciplinary action from his/her personnel file.

ARTICLE 51
GRIEVANCE/ARBITRATION PROCEDURE

A. Definition of a Grievance: A "grievance" is a dispute or difference of opinion raised by an employee in the bargaining unit which is alleged to be a violation or misinterpretation of any of the provisions of this Agreement. The term "employee" shall also mean a group of employees having the same grievance.

B. Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure, provided the grievance is filed within ten (10) work days from the date the grievance occurred, or ten (10) work days from a pay day if it is a compensation matter.

C. **Step 1 - Verbal - Immediate Supervisor:** Any employee feeling that he/she has a grievance shall discuss his/her grievance with their immediate supervisor in an attempt to settle the problem. Settlements reached must be not inconsistent with the terms and conditions of this Agreement.

D. **Step 2 - Written - Deputy Court Administrator:** In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the employee may submit the grievance in writing, upon form provided by the Union, to the Deputy Court Administrator. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The Deputy Court Administrator shall give his/her decision in writing to the employee within five (5) working days after the grievance has been presented to him/her.

E. **Step 3 - Court Administrator:** If the grievance is not settled in the second step, and is appealed to the third step, the Union shall present the grievance to the Court Administrator within five (5) working days after receipt of the second step answer. The Court Administrator shall give his/her decision,

in writing, to the appropriate Union Steward or Alternate Steward, if available, otherwise, to the employee within five (5) working days after the grievance has been presented to him/her.

F. **Step 4 - Chief Judge:** If the grievance has not been settled in the third step, the Union may appeal the grievance to the Chief Judge within five (5) work days after the Court Administrator has rendered a decision. Upon receipt of this appeal, the Chief Judge may arrange a meeting with the Union's Grievance Committee at a convenient time. The Union Grievance Committee shall be made up of not more than five (5) nor less than three (3) members. The Chief Judge shall render a decision, in writing, to the Union within fifteen (15) work days of the date of the last meeting with the Union's Grievance Committee.

G. **Step 5 - Arbitration:** Any grievance which has been processed through Step 4 of the grievance procedure may be submitted to arbitration by the Union, except in cases of discharge due to embezzlement of public funds or theft of co-workers' property. Arbitration shall be invoked within thirty (30) work days after the Step 4 decision, by written notice to the other party of intention to submit to arbitration. Such notice shall be delivered to the Chief Judge.

H. If the parties cannot agree on an arbitrator, the moving party shall request a list of arbitrators from the Federal Mediation and Conciliation Service in accordance with its rules and regulations.

I. Only one (1) grievance shall be submitted to the arbitrator unless the parties mutually agree to consolidate certain grievances.

J. The power and jurisdiction of any arbitrator chosen under the terms of this Agreement shall be limited to decision whether there has been a violation of a provision of this Agreement. The arbitrator shall not be empowered, and shall have no jurisdiction to base his/her award on any alleged practice or oral understanding which is not incorporated in writing. The arbitrator shall be without power or authorization to make any decision contrary to, or inconsistent with or modifying or varying in any way, or adding to, or subtracting from the terms of this Agreement.

K. Testimony shall be taken and a written decision rendered within thirty (30) calendar days, and such decision shall be final and binding on the Employer, Union and employees.

L. The expenses of the Arbitrator shall be shared equally by the Employer and the Union.

M. The proceedings at every step in the grievance procedure shall be informal, and technical rules of evidence as defined by statute need not apply. It shall not be necessary to make a stenographic or other record of any proceedings at any step in the grievance procedure; either party may request and arrange for a record to be made, but such party shall pay the entire cost incurred thereby.

N. If a grievance results in an employee being entitled to back pay for time lost from Employer's employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost and less any compensation provided by any City Ordinance, State or Federal law.

ARTICLE 52
CAR OR MILEAGE ALLOWANCE

Effective January 1, 1995, the Employer agrees to reimburse employees for use of their personal cars while on assignment, at the rate allowed by the Internal Revenue Service (IRS). All changes in this allowance shall become effective with the effective date given by the IRS.

The County of Washtenaw Standardized Travel Regulations Policy shall remain in effect for the life of this contract.

ARTICLE 53
SALARY AND WAGES

A. All regular Unit employees shall be designated as being in a specific salary classification corresponding to their particular position. Classification levels carry minimum and maximum rates of pay with the provision for increases according to a uniform schedule. No employee shall be paid less than the minimum rate nor more than the maximum rate for the assigned classification. However, employees affected by an administrative reclassification of their position to a lower grade will remain at their present salary until such a time as the top-step of their new classification reaches that amount. No future adjustments will be made to the pay received by these individuals until such a time as their salary figure is less than the top-step of their new classification.

1) All new employees shall be paid at the minimum rate for the classification unless a higher rate is recommended by the Court Administrator or Deputy Court Administrator and approved by the Chief Judge.

2) Wage and Salary Merit Increases shall be made on the basis of performance and service and in the amounts and as provided in the classification schedule. The increases are dependent upon written recommendation of the Supervisor and must be approved by the Court Administrator or Deputy Court Administrator.

3) Prior to recommending an individual for a merit increase, the employee's job performance shall be reviewed on the appropriate written form. Such review shall be conducted by the Supervisor, Deputy Court Administrator, Court Administrator, or the Judge as appropriate.

4) Employees shall have access to their evaluation forms and to their personnel files upon request to the Deputy Court Administrator's office and shall have an opportunity to make written responses to all evaluations.

5) If an employee voluntarily moves to a lower classification, their pay rate shall be placed at the same level if possible. If the employee is already earning more than the new positions's top step, the employee will be placed at the top step effective the date of the transfer.

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

C. Classifications:

Floating Senior Deputy District Court Clerk	Grade 17
Senior Deputy District Court Clerks	Grade 16
District Court Probation Secretaries	Grade 15
Deputy District Court Clerks	Grade 12 & 14

The job description shall provide that after two years satisfactory service in the position of Deputy District Court Clerk grade 12, employees will be reclassified to grade 14. This reclassification shall result in a one-step increase and an employee's anniversary date will not change.

D. Scheduled salary increases as follows:

1997	2% (retro to 1/1/97)	
1998	0%	
1/1/1999	2%	First pay period of January, 1999
1/1/2000	2%	First pay period of January, 2000
1/1/2001	2%	First pay period of January, 2001

Wage reopener in 2000 and 2001 based on taxable value compared to the CPI.

SCHEDULE P
EFFECTIVE 1/1/97
FOR
DISTRICT COURT TEAMSTERS - CLERICAL UNIT

STEPS GRADES	1	2	3	4	5	6	7
11	$21,353	$22,035	$22,737	$23,498	$24,258	$25,097	$25,974
	$821.25	$847.50	$874.50	$903.75	$933.00	$965.25	$999.00
	$10.95	$11.30	$11.66	$12.05	$12.44	$12.87	$13.32
12	$22,035	$22,737	$23,498	$24,258	$25,097	$25,974	$26,852
	$847.50	$874.50	$903.75	$933.00	$965.25	$999.00	$1,032.75
	$11.30	$11.66	$12.05	$12.44	$12.87	$13.32	$13.77
13	$22,737	$23,498	$24,258	$25,097	$25,974	$26,852	$27,827
	$874.50	$903.75	$933.00	$965.25	$999.00	$1,032.75	$1,070.25
	$11.66	$12.05	$12.44	$12.87	$13.32	$13.77	$14.27
14	$23,498	$24,258	$25,097	$25,974	$26,852	$27,827	$28,821
	$903.75	$933.00	$965.25	$999.00	$1,032.75	$1,070.25	$1,108.50
	$12.05	$12.44	$12.87	$13.32	$13.77	$14.27	$14.78
15	$24,258	$25,097	$25,974	$26,852	$27,827	$28,821	$29,874
	$933.00	$965.25	$999.00	$1,032.75	$1,070.25	$1,108.50	$1,149.00
	$12.44	$12.87	$13.32	$13.77	$14.27	$14.78	$15.32
16	$25,097	$25,974	$26,852	$27,827	$28,821	$29,874	$30,986
	$965.25	$999.00	$1,032.75	$1,070.25	$1,108.50	$1,149.00	$1,191.75
	$12.87	$13.32	$13.77	$14.27	$14.78	$15.32	$15.89
17	$25,974	$26,852	$27,827	$28,821	$29,874	$30,986	$32,136
	$999.00	$1,032.75	$1,070.25	$1,108.50	$1,149.00	$1,191.75	$1,236.00
	$13.32	$13.77	$14.27	$14.78	$15.32	$15.89	$16.48

SCHEDULE P
EFFECTIVE 1/1/99
FOR
DISTRICT COURT TEAMSTERS - CLERICAL UNIT

STEPS GRADES	1	2	3	4	5	6	7
11	$21,782	$22,484	$23,186	$23,966	$24,746	$25,604	$26,501
	$837.75	$864.75	$891.75	$921.75	$951.75	$984.75	$1,019.25
	$11.17	$11.53	$11.89	$12.29	$12.69	$13.13	$13.59
12	$22,484	$23,186	$23,966	$24,746	$25,604	$26,501	$27,398
	$864.75	$891.75	$921.75	$951.75	$984.75	$1,019.25	$1,053.75
	$11.53	$11.89	$12.29	$12.69	$13.13	$13.59	$14.05
13	$23,186	$23,966	$24,746	$25,604	$26,501	$27,398	$28,392
	$891.75	$921.75	$951.75	$984.75	$1,019.25	$1,053.75	$1,092.00
	$11.89	$12.29	$12.69	$13.13	$13.59	$14.05	$14.56
14	$23,966	$24,746	$25,604	$26,501	$27,398	$28,392	$29,406
	$921.75	$951.75	$984.75	$1,019.25	$1,053.75	$1,092.00	$1,131.00
	$12.29	$12.69	$13.13	$13.59	$14.05	$14.56	$15.08
15	$24,746	$25,604	$26,501	$27,398	$28,392	$29,406	$30,479
	$951.75	$984.75	$1,019.25	$1,053.75	$1,092.00	$1,131.00	$1,172.25
	$12.69	$13.13	$13.59	$14.05	$14.56	$15.08	$15.63
16	$25,604	$26,501	$27,398	$28,392	$29,406	$30,479	$31,610
	$984.75	$1,019.25	$1,053.75	$1,092.00	$1,131.00	$1,172.25	$1,215.75
	$13.13	$13.59	$14.05	$14.56	$15.08	$15.63	$16.21
17	$26,501	$27,398	$28,392	$29,406	$30,479	$31,610	$32,780
	$1,019.25	$1,053.75	$1,092.00	$1,131.00	$1,172.25	$1,215.75	$1,260.75
	$13.59	$14.05	$14.56	$15.08	$15.63	$16.21	$16.81

SCHEDULE P
EFFECTIVE 1/1/2000
FOR
DISTRICT COURT TEAMSTERS - CLERICAL UNIT

STEPS GRADES	1	2	3	4	5	6	7
11	$22,211	$22,932	$23,654	$24,453	$25,233	$26,111	$27,027
	$854.25	$882.00	$909.75	$940.50	$970.50	$1,004.25	$1,039.50
	$11.39	$11.76	$12.13	$12.54	$12.94	$13.39	$13.86
12	$22,932	$23,654	$24,453	$25,233	$26,111	$27,027	$27,944
	$882.00	$909.75	$940.50	$970.50	$1,004.25	$1,039.50	$1,074.75
	$11.76	$12.13	$12.54	$12.94	$13.39	$13.86	$14.33
13	$23,654	$24,453	$25,233	$26,111	$27,027	$27,944	$28,958
	$909.75	$940.50	$970.50	$1,004.25	$1,039.50	$1,074.75	$1,113.75
	$12.13	$12.54	$12.94	$13.39	$13.86	$14.33	$14.85
14	$24,453	$25,233	$26,111	$27,027	$27,944	$28,958	$29,991
	$940.50	$970.50	$1,004.25	$1,039.50	$1,074.75	$1,113.75	$1,153.50
	$12.54	$12.94	$13.39	$13.86	$14.33	$14.85	$15.38
15	$25,233	$26,111	$27,027	$27,944	$28,958	$29,991	$31,083
	$970.50	$1,004.25	$1,039.50	$1,074.75	$1,113.75	$1,153.50	$1,195.50
	$12.94	$13.39	$13.86	$14.33	$14.85	$15.38	$15.94
16	$26,111	$27,027	$27,944	$28,958	$29,991	$31,083	$32,234
	$1,004.25	$1,039.50	$1,074.75	$1,113.75	$1,153.50	$1,195.50	$1,239.75
	$13.39	$13.86	$14.33	$14.85	$15.38	$15.94	$16.53
17	$27,027	$27,944	$28,958	$29,991	$31,083	$32,234	$33,443
	$1,039.50	$1,074.75	$1,113.75	$1,153.50	$1,195.50	$1,239.75	$1,286.25
	$13.86	$14.33	$14.85	$15.38	$15.94	$16.53	$17.15

SCHEDULE P
EFFECTIVE 1/1/2001
FOR
DISTRICT COURT TEAMSTERS - CLERICAL UNIT

STEPS GRADES	1	2	3	4	5	6	7
11	$22,659	$23,400	$24,122	$24,941	$25,740	$26,637	$27,573
	$871.50	$900.00	$927.75	$959.25	$990.00	$1,024.50	$1,060.50
	$11.62	$12.00	$12.37	$12.79	$13.20	$13.66	$14.14
12	$23,400	$24,122	$24,941	$25,740	$26,637	$27,573	$28,509
	$900.00	$927.75	$959.25	$990.00	$1,024.50	$1,060.50	$1,096.50
	$12.00	$12.37	$12.79	$13.20	$13.66	$14.14	$14.62
13	$24,122	$24,941	$25,740	$26,637	$27,573	$28,509	$29,543
	$927.75	$959.25	$990.00	$1,024.50	$1,060.50	$1,096.50	$1,136.25
	$12.37	$12.79	$13.20	$13.66	$14.14	$14.62	$15.15
14	$24,941	$25,740	$26,637	$27,573	$28,509	$29,543	$30,596
	$959.25	$990.00	$1,024.50	$1,060.50	$1,096.50	$1,136.25	$1,176.75
	$12.79	$13.20	$13.66	$14.14	$14.62	$15.15	$15.69
15	$25,740	$26,637	$27,573	$28,509	$29,543	$30,596	$31,707
	$990.00	$1,024.50	$1,060.50	$1,096.50	$1,136.25	$1,176.75	$1,219.50
	$13.20	$13.66	$14.14	$14.62	$15.15	$15.69	$16.26
16	$26,637	$27,573	$28,509	$29,543	$30,596	$31,707	$32,877
	$1,024.50	$1,060.50	$1,096.50	$1,136.25	$1,176.75	$1,219.50	$1,264.50
	$13.66	$14.14	$14.62	$15.15	$15.69	$16.26	$16.86
17	$27,573	$28,509	$29,543	$30,596	$31,707	$32,877	$34,106
	$1,060.50	$1,096.50	$1,136.25	$1,176.75	$1,219.50	$1,264.50	$1,311.75
	$14.14	$14.62	$15.15	$15.69	$16.26	$16.86	$17.49

ARTICLE 54
TERMINATION AND MODIFICATION

A. This agreement shall be in full force and effect from January 1, 1997, except as otherwise noted, and shall continue in full force in effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other as set forth in Section C below.

B. 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 to this agreement, either party may serve notice upon the other advising that such parties desire to continue this agreement, but also desires to revise or change the terms or conditions of such agreement. The respective parties shall be permitted all lawful economic resource to support the request for revisions if the parties fail to agree thereon.

C. This agreement, except as modified in Section A an B above, expires on December 31, 2001. If either party does not wish to continue this contract in full force in effect from year to year thereafter, that party shall notify the other party prior to December 31, 2001.

D. After this contract expires, during negotiations and/or arbitration, all provisions of this contract, including step and longevity increases, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

TEAMSTERS LOCAL #214
Clerical Unit

By: _____
Richard I. Divelbiss
Business Representative

_____
Christine M. Bennett
Chief Steward

_____
Mamie L. Anderson
Alternate Chief Steward

FOURTEEN-A DISTRICT COURT

By: _____
Betty R. Widgeon
Chief Judge

COUNTY OF WASHTENAW

By: _____
Suzanne Shaw
Chair, Board of Commissioners

Attested to:

By: _____
Peggy M. Haines
Washtenaw County Clerk/Register

A RESOLUTION APPROVING THE TENTATIVE AGREEMENT WITH THE TEAMSTERS, LOCAL 214, CLERICAL UNIT, WASHTENAW COUNTY, THE 14A DISTRICT COURT FOR THE FIVE YEAR PERIOD JANUARY 1, 1997 THROUGH DECEMBER 31, 2001.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

November 19, 1997

WHEREAS, in February, 1997, Administration and Human Resources / Labor Relations brought to the Board of Commissioners a Labor Relations Strategy and five (5) year projections; and

WHEREAS, the Washtenaw County Board of Commissioners provided Administration and Human Resources / Labor Relations their approval of this strategy at that time; and

WHEREAS, the collective bargaining agreement with the ***Teamsters, Local 214, Clerical Unit***, expired December 31, 1996; and

WHEREAS, negotiation with this bargaining unit have been conducted since that time; and

WHEREAS, a tentative agreement has been agreed to by both parties; and

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the tentative agreement with the ***Teamsters, Local 214, Clerical Unit***, Washtenaw County, and the 14A District Court for the period January 1, 1997 through December 31, 2001 as attached hereto and made a part hereof.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Acevedo	x			DeLong			x	Montague	x		
Armentrout	x			DuRussel			x	Robinson	x		
Bergman	x			Gunn	x			Schultz	x		
Chockley	x			Kern	x			Shaw	x		
Craiger	x			Monforton	x			Yekulis	x		

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 13 2 0

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) SS.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on November 19, 1997, as appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 20th day of November, 1997.

PEGGY M. HAINES, Clerk/Register

BY: Barbara L. King
Deputy Clerk

Res . No. 97-0245

TENTATIVE AGREEMENT
Washtenaw County and 14A District Court
&
Teamsters, Local 214, Clerical Unit

AGREEMENT

Five (5) year contract from January 1, 1997, through December 31, 2001, with a wage reopener in 2000 and 2001 based on taxable value compared to the CPI. The following wage adjustments:

January, 1997	2% (retro to 1/1/97)
January, 1998	0%
January, 1999	2%
January, 2000	2%
January, 2001	2%

All wage increases will be effective the first pay period of the year.

RECLASSIFICATIONS

Deputy District Court Clerk	Grade 12 & 14
Probation Secretaries	Grade 15
Senior Deputy District Court Clerk	Grade 16
Floating Senior	Grade 17

RETIREMENT ENHANCEMENTS -- Effective 1/1/98

Money Purchase Pension Plan (MPPP)

- Increase employer and employee contributions to 7.5%
- Improve Health Care to equivalent of WCERS (age 60)
- Allow movement back into WCERS for those employees who left the plan and invested in the MPPP through 12/31/98

Washtenaw County Employees Retirement System (WCERS)

- Implement the Rule of 75 (minimum age 50)

FLEXIBLE FRINGE BENEFITS PLAN

The employees shall be enrolled in the Washtenaw County Flexible Fringe Benefit Plan and will choose the benefits in that Plan rather than the applicable benefits set forth in other section of this contract. The Plan will be structured so that employees will be able to purchase back benefits at the levels set forth in this contract without adding expenditures. Benefits of this Plan include: Medical Insurance, Dental Insurance, Long-Term Disability and Life Insurance.

TENTATIVE AGREEMENT
Washtenaw County and 14A District Court
&
Teamsters, Local 214, Clerical Unit

COMBINED TIME OFF

A committee shall be established outside of negotiations to study the use of combined time off. A representative from the *Teamsters, Local 214, Clerical Unit*, shall be included in this committee. The findings of the committee shall be subject to future negotiations outside of the current collective bargaining agreement.

"ME TOO" PROVISION

If AFSCME Local 2733 negotiates higher across-the-board wage increases and/or benefit enhancements for 1998-2001, including the exchange of holidays, the *Teamsters, Local 214, Clerical Unit*, would be awarded the higher increases.

Proposal for Reopener based on taxable value compared to CPI

Purpose:

The Teamsters Union is concerned about a long term contract because the economic health of the County could be very good in relation to other areas of the state and country and if that is the case they would like their members to benefit financially as the County is benefiting. Therefore there is a desire to have an economic reopener within a five year contract to re-negotiate wages and other economic issues if the County is prospering. Conversely, if economic health of the County is poor, the County may desire an economic reopener.

Rationale:

The economic health of Washtenaw County is directly related to the taxable value of the county as approximately 60% of County revenues is generated from the millage on the taxable value. The difference in the change of taxable value and the CPI can be used as an indicator of the general economic growth within the County as it relates to County revenue.

Under Proposal A, the taxable value for any parcel of land cannot rise faster than the rate of inflation, as determined by the Consumer Price Index (CPI), UNLESS there is new construction on that parcel or the property changes ownership. Within Washtenaw County it is normal for taxable value to increase more than the inflation rate. In order to measure the current relative prosperity of Washtenaw County it is necessary to look at the historical difference between the increase in taxable value compared to the annual CPI.

The other 40% of the County's revenue comes from other sources which are not dependent on the economic health of the County. This needs to be taken in to consideration within any formula for a reopener clause.

Calculation

The Equalization Department has tracked the change in taxable value and the CPI over the past ten years

YEAR	TAXABLE VALUE % CHANGE	CPI	DIFFERENCE
1997	6.05	2.80	3.25
1996	5.99	2.80	3.19
1995	4.02	2.60	1.42
1994	3.71	3.00	0.71
1993	7.28	3.00	4.28
1992	1.63	5.20	(3.57)
1991	9.25	5.40	3.85
1990	13.41	4.80	8.61
1989	11.73	4.10	7.63
1988	9.63	3.70	5.93
Average Difference			3.53

A proposed number for reopening the contract would be the average difference between the % change in taxable value versus CPI divided by the approximate percent of the County budget property taxes represent. The actual numbers would be:

3.53 divided by 0.60 = 5.88

Round to 5.8.

Suggested language:

A conditional reopener clause for economics only shall be in effect for the contract years 2000 and 2001. Under this clause, either party may request the reopening of negotiations if the difference between the % change of taxable value and the CPI, for the preceeding year, (as tracked by the Washtenaw County Equalization Department) is greater than 5.8 or less than 1.