

AGREEMENT

between

**GOVERNMENT ADMINISTRATORS
ASSOCIATION**



and



STATE JUDICIAL COUNCIL

for

**36TH DISTRICT COURT
EMPLOYEES**

1986-89

State Judicial Council

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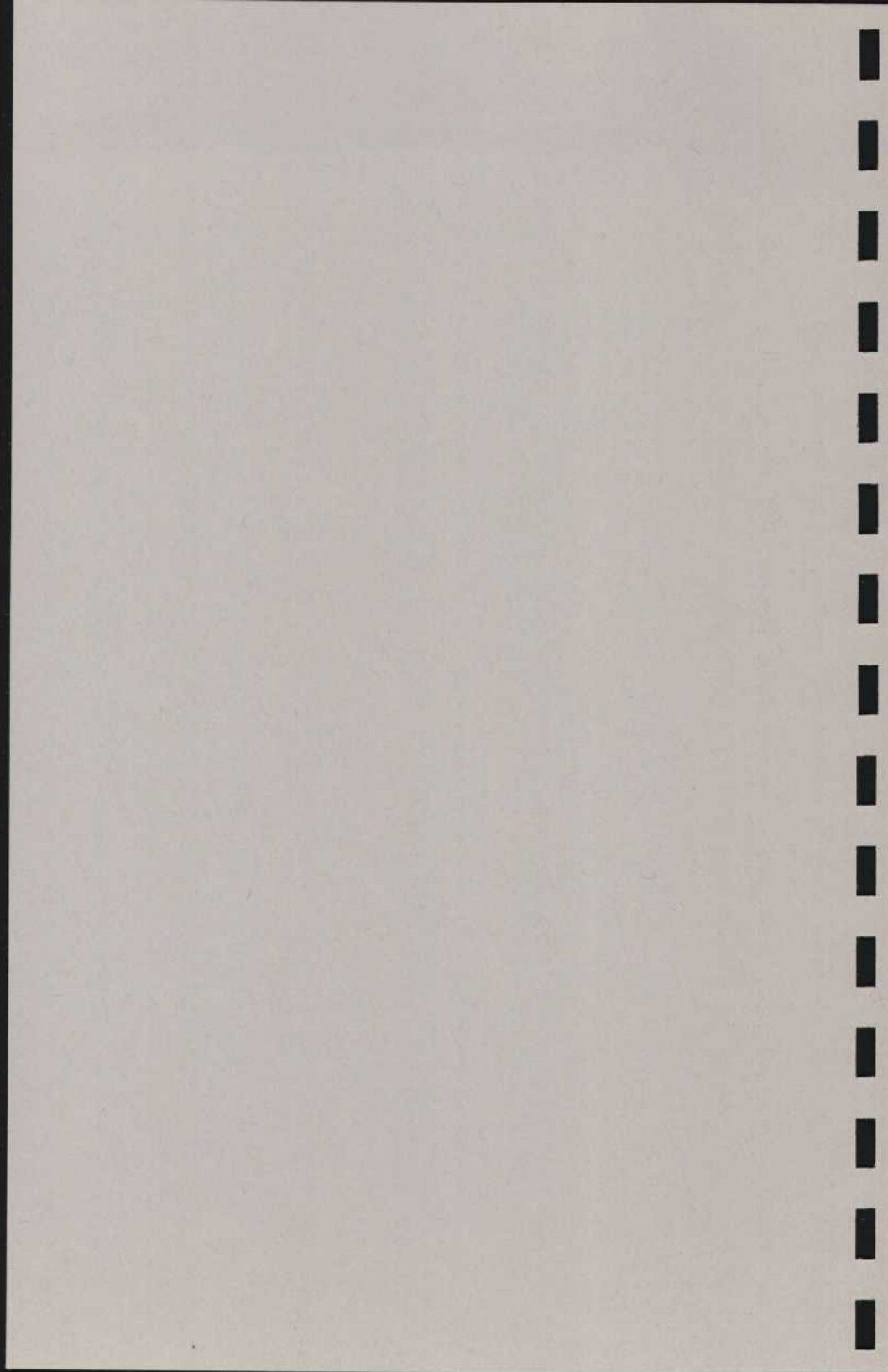
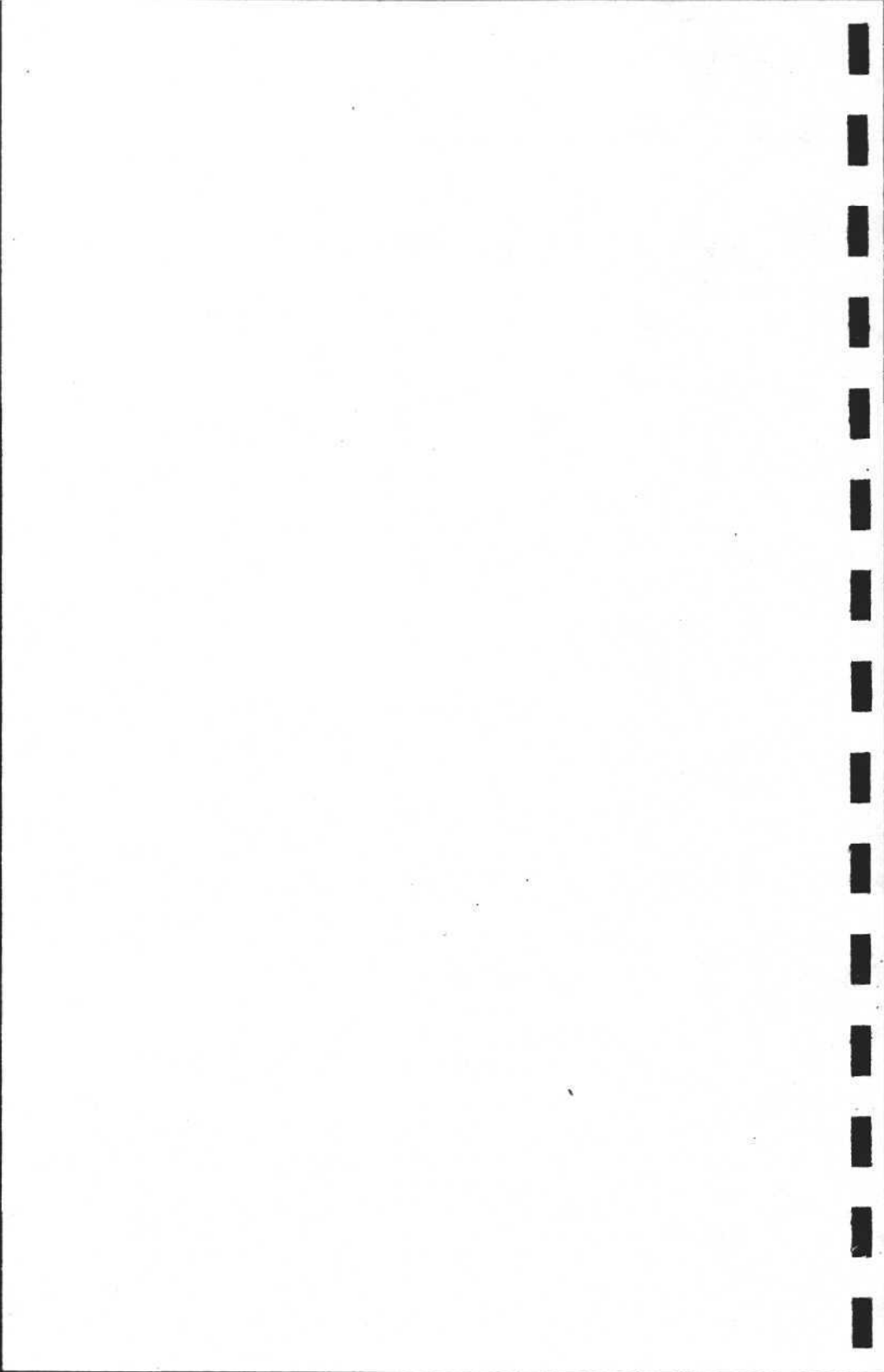


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AGREEMENT

This Agreement entered into between the State Judicial Council (hereinafter referred to as the "Employer") and the Government Administrators Association (hereinafter referred to as the "Association"), for and on behalf of the Association and the employees now or hereafter employed by the State Judicial Council in the 36th District Court in the job classifications set forth in Appendix "A" attached hereto, hereinafter called "Employee".

ARTICLE 1 - PURPOSE AND INTENT

Section 1.

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, the employees, the Government Administrators Association and the people of the State of Michigan.

Section 2.

The parties recognize that the interest of the Court, the community, and the job security of the employees depend on the Court's and the employee's ability to establish and render prompt, courteous and efficient service to the public. To achieve this goal, the Employer and the Association encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.

Section 3.

The parties further recognize that the Employer is legally and morally obliged to guarantee to all citizens a fair and equal opportunity for employment; and to these ends, agree that no person shall be denied employment or membership in the Association, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, marital status, or handicap.

ARTICLE 2 - RECOGNITION AND ASSOCIATION SECURITY

Section 1.

In accordance with the provisions of Public Act 379 of 1965, the Employer recognizes the Association as the exclusive bargaining representative of all the employees whose positions are contained in the bargaining unit.

Section 2.

The Bargaining Unit shall consist of all employees of the

Employer holding positions in the classifications designated in Appendix A. New classes may be added thereto by agreement between the parties. Bargaining Unit positions shall not be reclassified or retitled for the purpose of removing same from the Bargaining Unit without prior agreement between the parties.

Section 3.

Employees included in this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a representation fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 4.

Employees included in this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 5.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and included in this Agreement shall be required as a condition of continued employment to become members of the Association or pay a representation fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 6.

An employee, in a position contained in the bargaining unit, who fails to sign an authorization within thirty (30) calendar days of employment shall be terminated in accordance with the following procedure:

1. The Association has first notified the Employer in writing that the employee has elected not to join the Association or pay a representation fee.
2. Within ten (10) working days from the date the Association so notifies the Employer, the Employer shall:
 - a. Notify the employee of the provisions of this Agreement,

- b. Obtain the employee's response, and
 - c. Notify the Association of the employee's response.
3. In the event the employee has neither joined the Association nor signed the "Authorization for Deduction of Representation Fee " form after the above notification, the Association may request termination of the employee by written notice to the Employer, with a copy to the employee, by first class mail.
 4. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
 5. The employee shall then be terminated unless the employee can produce evidence of compliance.

Section 7.

When an employee becomes subject to the provisions of this Agreement and in order that each employee may be made familiar with the Association security and other provisions of this Agreement and their rights and responsibilities thereunder, the Employer will allow the Association to meet for thirty (30) minutes with members of the bargaining unit within five (5) working days of their hiring, transfer or promotion.

ARTICLE 3 - AID TO OTHER ORGANIZATIONS

Section 1.

The Employer agrees and shall cause its designated representatives not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or enter into any agreement with any such group or organization for the purpose of undermining the Association.

Section 2.

The Association shall not enter into agreements with any other organization for the purpose of coercing the Employer.

ARTICLE 4 - COLLECTION AND REMITTANCE OF DUES AND FEES

Section 1.

The Employer agrees to deduct Association dues or repre-

sentation fees from each employee's wages in compliance with the signed authorizations. The Association shall certify to the Employer the rate of deduction determined in accordance with the Association Constitution.

Section 2.

Within twenty (20) working days of deduction, the Employer shall remit to the Association all dues and fees collected along with a list of the employees from whom deductions were made.

Section 3.

Within thirty (30) calendar days, the Court shall provide the Association with a list of all persons who are newly employed in classifications contained in the bargaining unit.

Section 4.

The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than constituting actual deductions made from wages earned by employees.

Section 5.

The Association will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability because of the Employer's action or failure to act in complying with Article 2 - Recognition and Association Security, and this Article.

ARTICLE 5 - REPRESENTATION

Section 1.

A. The Association may designate two (2) members to serve as Area Representatives and shall inform the Employer in writing of the member's name.

B. Whenever there is a change of Area Representative, the Association shall so inform the Court Administrator within forty-eight (48) hours prior to such replacement assuming the Area Representative's duties.

C. Area Representatives may investigate and process employee grievances at the appropriate management level without loss of time or pay. Before conducting such Association business, the Area Representative shall give notice to and receive approval from the Court Administrator or designee.

Section 2.

A. The Courts Chapter President or Association President

if an employee of the Employer shall report daily for regularly scheduled work assignment unless excused by prior approval of the Court Administrator or designee.

B. The Courts Chapter President or Association President shall be released from regular work assignments for the purpose of representing employees included in this Agreement without loss of time or pay upon prior notice to the Court Administrator or designee when required to intervene in the processing of employee grievances or to participate in Special Conferences.

Section 3.

The Association shall be represented by a bargaining committee composed of not more than two (2) employees of this Agreement to be chosen by the Association. The bargaining committee members may be released for one (1) working day to prepare for labor contract negotiations on prior approval of the Court Administrator or designated representative. Bargaining committee members shall not lose time or pay for the time spent in labor contract negotiations and no additional compensation will be paid to such employee for time spent in such negotiations beyond regular work hours. The names of committee members shall be given to the Employer prior to any scheduled bargaining sessions.

ARTICLE 6 - ASSOCIATION RIGHTS

Section 1.

Activities involving internal management of the Association such as membership meetings, campaign for office, distribution of literature, or conducting of membership drives may be conducted on the Employer's premises during non-working hours, and shall not interfere with normal work operations.

Section 2.

The Association shall be afforded the privilege of scheduling periodic meetings on Court premises during non-working hours, providing appropriate facilities are available. Requests for such space must follow regular Court procedures.

Section 3.

The Association shall receive promptly memoranda involving collective bargaining agreement implementation policy and procedures.

Section 4.

The Employer agrees to provide the Association with adequate space in each Court building location for:

Notices of Association meetings, elections, reports, rulings, policies, recreational and social affairs. These announcements shall not contain anything of a political or partisan nature.

ARTICLE 7 - MANAGEMENT'S RIGHTS

It is understood and agreed by the parties that the Employer possesses the sole and exclusive power, duty and right to operate and manage the Courts, and execute constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion of the Employer to exercise its rights and execute its responsibilities shall be limited only by the terms of this Agreement.

ARTICLE 8 - STRIKES AND LOCKOUTS

The parties to this Agreement recognize the service nature of the Courts and the duty of the Employer to render continuous service to the public. Therefore, the Association agrees that it will not call, engage in, participate in, sanction any strike, sympathy strike, stoppage of work, sit-down, slow-down or any other interference with the conduct of the business of the Employer. The Employer agrees that it shall not lock out its employees or any part of its employees.

The Association agrees that in the event of a strike, stoppage of work, sit-down or slow-down by other court employees, the members of the Association will work as assigned by the Employer to continue the functions of the Courts.

Further, in the event of such interruption or curtailment, the Association shall immediately instruct the involved members, in writing, that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge for dereliction of duty and instruct all persons to immediately cease said offending conduct.

ARTICLE 9 - GRIEVANCE PROCEDURE

In the event differences should arise between the Employer and the Association during the term of this Agreement as to the interpretation and application of any of its provisions, the parties, shall act in good faith to promptly resolve such differences. In addition to the following procedures informal reconciliation of disputes shall be encouraged.

Step 1.

The employee with the Area Representative, or the Area Representative acting for the employee, shall within five (5)

working days from the date the grievance occurs, submit the grievance in writing to the immediate supervisor who shall then attempt to resolve the matter and shall respond in writing to the Area Representative within five (5) working days.

Written grievances shall specifically describe:

1. The nature of the complaint.
2. The date the matter occurred.
3. The step number.
4. The identity of the employee or employees involved.
5. The provisions of this Agreement the Association claims the Employer has abridged or failed to apply.
6. The action or relief requested by the grievant.

Step 2.

If the grievance or dispute is not satisfactorily settled at Step 1, it shall be presented in writing by the Area Representative to Employer's Step 2 representative within five (5) working days after receipt of the written Step 1 disposition. The aggrieved employee shall be given a reasonable time, during working hours, to prepare the grievance. The Employer's Step 2 representative shall respond in writing within ten (10) working days.

Step 3.

If a grievance has not been completely resolved as provided above, the Association Representative may submit the grievance for further review as follows:

A grievance may be submitted in writing, with copies of all previous responses, to the Court Administrator or designated representative within ten (10) working days. The Court Administrator shall submit to the Association Representative, in writing, the disposition of the appeal within ten (10) working days.

Step 4.

Only unresolved grievances which relate to the interpretation, application, or enforcement of any specific Article and Section of this Agreement, or any written supplementary Agreement, or employee disciplinary action other than oral or written reprimand which have been fully processed through Step 3 of the Grievance Procedure as herein provided may be submitted in strict accordance with the following:

A. Within ten (10) working days of the Step 3 response the party requesting arbitration must file a written notice of intention to arbitrate upon the other party.

B. A panel of not more than four (4) Arbitrators shall be mutually agreed upon to serve as arbitrator for the purpose of hearing grievances relating to the interpretation and application of the language of the Agreement including disciplinary or discharge grievance. Within thirty (30) days of ratification the parties shall select the arbitrators who shall hear cases on a blind draw basis.

This panel shall serve for the term of this Agreement, except that by mutual agreement, individual members of the panel may be removed and a replacement selected within thirty (30) days of such removal.

Grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expense of the Arbitrator shall be shared equally by the parties.

Within five (5) working days after receipt of written notice of intention to arbitrate, the parties shall jointly select an arbitrator by blind draw.

Grievances involving discharge and other grievances in which the Employer has a continuing liability shall be heard within sixty (60) working days of the selection of the Arbitrator. Other grievances shall be heard within one hundred-twenty (120) working days of the selection of the Arbitrator.

C. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision:

- (1) Contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement.
- (2) Granting any wage increases or decreases.
- (3) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.

D. The Arbitrator shall be without authority to require the Employer to delegate, or relinquish any powers, duties, responsibilities, obligations, or discretions which by State Law or State Constitution the Employer cannot delegate, or relinquish or pay any funds other than back wages.

E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment benefits received or compensation for any employment obtained subsequent to removal from the payroll of the Employer.

F. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

G. In the event a case is appealed to an Arbitrator and it is found that the Arbitrator has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

H. The grievant or representative of multiple grievants, witness(es) and a representative of the Association shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

I. It is understood between the parties that any of the time periods provided may be extended by mutual written agreement.

J. Any grievance not appealed in writing in accordance with the terms and conditions of the Grievance Procedure shall be considered settled on the basis of the last answer to the grievance. Failure by the Employer to act upon a grievance within the specified contract time limit shall advance the grievance to the next step.

ARTICLE 10 - SPECIAL CONFERENCES

Section 1.

The purpose of special conferences is to maintain communication and to discuss and resolve problems of mutual concern to the parties.

Section 2.

Special conferences may be held by mutual agreement between the Association Executive or the Courts Chapter President and the Court Administrator. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance.

Section 3.

An agenda of the matters to be considered at the meeting, together with the list of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters discussed in the special conferences shall be confined to those included in the agenda.

Section 4.

Special conferences shall, to the extent possible, be held

during regular working hours. Members of the Association shall not lose time or pay for the time spent in such special conferences and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular working hours.

Section 5.

Special conferences shall not be used as a substitute for the Grievance Procedure, however, matters not resolved in the Special Conference and determined to be of a grievable nature may be moved to the appropriate step of the Grievance Procedure, such step being agreed to, in writing, by the conferees.

ARTICLE 11 - DISCIPLINARY PROCEDURE

Section 1.

A. The intent and purpose of this Article is to provide for progressive disciplinary action. Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, except that nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action including discharge without prior warning notice should it be required by the circumstances, with prompt written notice thereof to the Association. Disciplinary action shall be imposed only for just cause.

B. The Employer agrees that upon imposing discipline, the Area Representative or other Association representative shall be present unless not available or in cases where immediate action is critical, the representative shall be given a copy of the action taken. If possible the Employer will advise the Association and the employee of the reasons prior to the issuance of a discharge or disciplinary suspension. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. A notation of oral reprimand, by date and subject only, may be placed in the employee's personnel file.

C. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on the employee's part, the matter may first be discussed between the employee, the Area Representative, and the Supervisor. The employee shall have three (3) working days after such meeting to make the written statement, with copy to the Association if the employee so desires.

Section 2.

A. In any case where disciplinary action is necessary the normal order of procedure shall be as follows, except in those instances referred to in Section 1A of this Article.

B. Procedural Steps:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension, demotion, transfer to an existing vacancy on a temporary or permanent basis or administrative removal to a different location.
4. Discharge.

C. Should it be necessary to discipline any employee, the discipline shall be given so as not to cause embarrassment to the employee before other employees or the public. The employee may request association representation during the disciplinary action.

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

E. All disciplinary action shall be subject to the Grievance Procedure.

Section 3.

A. No employee of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

B. Employees charged with the commission of any felony or of a misdemeanor during working hours or related to the work location or job responsibility and not discharged under other provisions of this Agreement, shall have the circumstances reviewed by the Employer. After said review, the employee in the case of a misdemeanor may be suspended with pay at the discretion of the Employer, or reassigned to a less sensitive position without loss of pay or benefits pending judicial determination of said charge. In the case of a felony the employee may be suspended with or without pay at the discretion of the Employer, or reassigned to a less sensitive position without loss of pay or benefits pending judicial determination of said charge.

C. Employees convicted of the commission of any felony or of a misdemeanor may be disciplined by the Employer.

D. No employee of the bargaining unit shall be subject to disciplinary action for taking part or refusing to take part in political activity when not on duty.

E. Upon request, an employee's official personnel file may be reviewed every six (6) months. Such request shall be complied with within five (5) working days. After eighteen (18) months without any disciplinary action, any prior disciplinary

matter appearing therein may not be adversely used in any subsequent disciplinary action.

Section 4. Resignation in Lieu of Disciplinary Action

Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time originally given unless retracted during the twenty-four (24) hour period. An offer of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and the resignation and matters related thereto shall not be grievable.

ARTICLE 12 - SENIORITY

Section 1.

A. Seniority is hereby defined as continuous full-time employment from the last date of hire, with the 36th District Court, without interruption or break, except as provided in this Article.

B. For all purposes hereunder, the seniority date of each employee covered by this Agreement working in a Court who became an employee of the 36th District Court on September 1, 1981, pursuant to PA 438 of the Public Acts of the State of Michigan 1980, shall be the seniority date credited to such employee by a Court as of August 31, 1981.

C. Layoffs, leaves of absence without pay, time off without pay, and periods which the employee is not on the active payroll shall not be considered as a break or interruption of employment. The length of such time off shall be deducted for the purpose of computation of seniority, except that military leaves, leaves during which employees are receiving Worker's Compensation, illness resulting from service-connected disability, leaves of absence without pay granted because of physical or mental disability of the employee and leaves granted due to Association business, shall not be deducted.

Section 2.

The 36th District Court shall maintain a seniority list upon the effective date of this Agreement which will show the names, job title and seniority date, within the bargaining unit, and upon request the Association shall be furnished up-to-date copies of such seniority list every six (6) months.

Section 3.

Employees shall lose seniority for the following reasons:

A. Disciplinary action resulting in loss of seniority, suspension or discharge not reversed through the Grievance Procedure.

B. Resignation.

C. Voluntary quits which shall include:

1. Failure to return to work within ten (10) working days after notice of recall from layoff.
2. Failure to return to work within five (5) working days after the expiration of an approved leave of absence or extension thereof.
3. Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Court.

D. Retirement.

Section 4.

An employee having seniority in this bargaining unit on or after October 1, 1983, who has been, or is in the future promoted or transferred from the bargaining unit to a position elsewhere in the Court not in the bargaining unit, who is subsequently returned to the bargaining unit by the Court shall be granted the seniority held at the date of such promotion or transfer. Such employee shall not accumulate bargaining unit seniority during the period not served in the unit. Employees terminated for cause while out of the unit shall have no right to return.

ARTICLE 13 - APPOINTMENTS AND PROMOTIONS

Section 1.

A. The Association shall be notified with regard to the required eligibility, qualifications and job descriptions for all supervisory classifications; however, final decision of such matters shall rest with the Employer in regard to appointments and promotions.

B. The Employer shall post an appropriate notice of position vacancies for a period of not less than ten (10) working days prior to the filling of the vacancy, so qualified Association employees may indicate to the Employer interest in such vacant position.

Section 2.

A. Promotions: The Employer shall post an appropriate

notice of promotional vacancies for a period of not less than ten (10) working days prior to the closing date for accepting applications for the vacant position.

B. Promotions shall be made from within the bargaining unit provided there are qualified applicants.

C. The most qualified individual shall be promoted, provided that in the case of equally qualified applicants, seniority shall govern.

D. The employee who has qualified under the above provisions shall be given a six (6) month trial period to determine a demonstrated ability to perform the duties and responsibilities of the position.

E. An employee shall be returned to the former classification during the six (6) month trial period if:

1. The employee chooses to return to the former classification.
2. The employee's work performance is unsatisfactory in the new position. Notice and reasons therefor shall be submitted to the Association by the Employer, with a copy to the employee. The matter may then become a proper subject of the Grievance Procedure in the event of disagreement by the employee.

F. Transfers: The Employer may transfer an employee within the Court to meet operating requirements.

G. Demotions: A demotion shall be defined as the reassignment by the Employer or designated representative of an employee from a position in one classification to a position in another classification with a lesser pay rate. Demotions may be voluntary or disciplinary.

Demotions may also be made to avoid layoffs or termination of employment. In the event of a recall to work after layoff, an employee shall be reassigned to the previous position and/or classification as provided by Article 19 - Layoff and Recall, Section 9.

ARTICLE 14 - PROBATIONARY PERIOD FOR NEW HIRES

Section 1.

All newly hired full-time and part-time employees shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees". For the purposes of this Article,

newly hired employees shall be defined as any employee who is entering a classification under this Agreement and not presently represented by the Association.

Section 2.

Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Association shall have recourse to the Grievance Procedure over such termination.

Section 3.

Employee's successfully completing the probationary period of employment shall become regular full-time or regular part-time employees' with seniority rights in accordance with this Agreement.

ARTICLE 15 - TEMPORARY ASSIGNMENT

Section 1.

A. No person whose position has been allocated to its appropriate class shall be assigned duties generally performed by persons holding positions at a higher pay grade classification except in cases of emergency.

B. Emergency assignments shall be construed to be those assignments which are necessitated by factors beyond the control of management which cannot be anticipated or planned for in the normal course of Court operations.

Section 2.

A. When such temporary assignment exceeds ten (10) working days, the employee shall then be compensated from the first hour of such assignment at the rate of the higher classification which gives the employee an increase in compensation for all hours of work so performed.

B. When such temporary assignment is intermittent and exceeds ten (10) days within a thirty (30) day period, the employee shall be compensated at the above rate starting with the eleventh (11th) day of such assignment for all hours of work so performed.

Section 3.

Employees shall not be paid for the first twenty (20) working days of any temporary assignment resulting from the necessity of providing vacation relief or receiving on-the-job training.

Section 4.

Temporary assignments, other than training assignments, shall not be rotated to avoid payment of out-of-class compensation.

ARTICLE 16 - RECLASSIFICATION

Section 1.

A. An employee may submit a request for reclassification to the employee's immediate supervisor, who shall forward it through the chain of command to the Court Administrator within fifteen (15) working days with specific recommendations as to its disposition.

B. The Court Administrator, upon receipt of such request shall have the position audited within sixty (60) days. Should the audit disclose a substantial change in the level of the duties and responsibilities assigned to the position, the Court Administrator will reclassify the position to the appropriate existing classification.

Section 2.

The incumbent shall be granted status in the classification if:

A. The reclassification of the position is based upon incremental changes that occur in the position over a period of one year or more that changes the nature of the job, and the incumbent has been continuously employed in said position.

B. The changes in duties and responsibilities were related to the original function of the position and were authorized by management.

Section 3.

The Association will receive notice of the disposition of reclassifications in the same manner and at the same time notice is given to the employee.

Section 4.

Requests for reclassification may not be resubmitted for a period of one (1) year following the date a previous decision is rendered on a request.

Section 5.

Reclassification matters shall not be subject to the Grievance Procedure.

Section 6.

Any wage adjustment shall be retroactive to the date of the request. In the instance where the incumbent does not receive the position, the incumbent shall receive back pay for the period served from the date of the request. Reclassification shall not be delayed or denied because of budgetary reasons.

Section 7.

The Association shall be notified of any bargaining unit job reclassification management initiates.

ARTICLE 17 - WORKWEEK

Section 1.

The standard workweek shall begin at 12:01 a.m. Monday and ends at 12:00 p.m. Sunday. The workweek of each employee shall consist of five (5) regularly scheduled seven and one-half (7-1/2) hour workdays during the standard workweek. The Court may establish a workweek of five (5) consecutive days other than Monday through Friday. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6th) and seventh (7th) day of the employee's workweek and shall be known as "off days".

Section 2.

An employee's workweek shall not be changed for the purpose of avoiding payment of overtime; provided, however, that a change in workweek resulting from an employee's request to change days off or shifts shall not be construed as an attempt by management to avoid payment of overtime.

Section 3.

Employees included in this Agreement shall be paid forty cents (40 cents) per hour in addition to the basic hourly rate, for all work performed on a Saturday during their regularly scheduled workweek; and fifty cents (50 cents) per hour in addition to the basic hourly rate, for all work performed on a Sunday during their regularly scheduled workweek.

ARTICLE 18 - WORKING HOURS

Section 1.

The regular workday shall begin at 12:01 a.m. and extend to 12:00 p.m.

A. The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.

B. The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m.

C. Employees included within this Agreement shall be paid forty five cents (45 cents) per hour, in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and fifty cents (50 cents) per hour in addition to the basic hourly rate, for all work performed during a regularly assigned third shift.

Section 2.

The Court shall establish a schedule of lunch periods which will not adversely affect operations.

ARTICLE 19 - LAYOFF AND RECALL

Section 1.

A layoff shall be defined as the separation of an employee for lack of work or lack of funds. Upon request the Association shall assist management in all matters pertaining to layoff and recall.

Section 2.

Notice of layoff shall be issued at the direction of the Court Administrator. Notice shall be delivered to any employee to be laid off, no later than two (2) calendar weeks before the effective date thereof and a copy of the notice and a list of affected Association members shall be sent to the Association.

Section 3.

Layoff shall be by job classification. In the event of a layoff, part-time, temporary, probationary employees shall be laid off prior to the layoff of a regular employee. Services previously provided by laid off bargaining unit members shall not be performed by contractors during said period.

Section 4.

Employees who have not completed the required trial period and employees promoted on a limited-term basis shall revert to the classification from which they were promoted in accordance with their total seniority, the least senior employee to be removed first.

Section 5.

In event of a layoff any employee may volunteer for a layoff. A voluntary layoff request must be in writing and be approved by the Court Administrator.

Section 6.

Upon receipt of a layoff notice, an employee may bump the least senior employee in the following order:

1. In the same classification.
2. In a like classification for which they are qualified.
3. In the next lower classification for which they are qualified.

Like classifications shall mean classifications having duties and responsibilities requiring like qualifications of the incumbents, including such qualifications as training, experience, ability, knowledge, proficiency and other qualifications necessary for the proper performance of the work.

An employee may exercise bumping rights by giving written notice to the Court Administrator within five (5) work days after the receipt of the layoff notice.

Section 7.

It is not the intent of this Article to prevent employees in one bargaining unit from exercising their bumping and recall rights to positions in other bargaining units.

Section 8.

In the event of a scheduled layoff, notwithstanding their position on the seniority list, the Association President, if an employee of the Employer, and the Area Representatives shall be retained in their respective shifts and work locations provided they are qualified to perform the work in their classification. In the event the classification, shift or work location is eliminated and a dispute should arise as to where the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a Special Conference. Should the dispute remain unsettled after the Special Conference, the aforementioned shall be assigned in accordance with this Article and then the matter may be pursued through the Grievance Procedure.

Section 9.

Recall shall be defined as the process by which employees who have been laid off as a result of lack of work or lack of funds are returned to employment.

No vacancy in a given class may be filled, except by recall, until employees laid off or demoted from the class have been restored to the class.

The names of employees laid off shall be placed on a recall list, in order of their seniority.

Employees shall be recalled in order of their seniority, the most senior to be recalled first, providing the employee is qualified for the classification or previously successfully held that classification.

Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a voluntary resignation. Exceptions for good cause may be made by the Employer for failure to report as notified.

ARTICLE 20 - JOB SECURITY

Section 1.

The Court is interested in maintaining maximum employment for all bargaining unit employees. In the event any function of the Court is assumed by another court or agency of government, the Court will make every attempt and effort to provide continued employment for affected employees. Upon request, the Court will counsel affected employees as to training necessary or useful to qualify for vacant positions.

Section 2.

The Court agrees that they will not contract out bargaining unit work that would result in the layoff of any member of the bargaining unit qualified to perform the contracted work.

ARTICLE 21 - TRAVEL REIMBURSEMENT

Employees required to travel on court business in the performance of assigned duties shall be subject to the State of Michigan Standardized Travel Regulations and reimbursed according to the current Schedule of Travel Rates for unclassified employees.

ARTICLE 22 - HOLIDAYS

Section 1.

Employees shall be granted time off with pay for the holidays set forth below in accordance with the Court's holiday schedule:

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

The day designated in the Michigan Court Rules as a Court holiday shall govern.

Section 2.

The Court shall have the right to designate up to three (3) workdays as off days in lieu of swing holidays in order to conform to local, state and/or national holidays. In the event an employee has already used a swing holiday, the employee may use accumulated annual leave for said holiday. On or before January 31st of each year, the Court shall publish the date that each holiday will be celebrated including the designated swing holidays.

Employees shall be entitled to three (3) swing holidays in each calendar year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days and the second swing holiday after one-hundred eighty (180) calendar days and the third swing holiday after two-hundred seventy (270) calendar days. Swing holidays not designated by the Court for use on specific calendar dates may be used in the same manner and subject to the same procedures as annual leave days and shall be exhausted first. Swing holidays shall be used within the calendar year in which they are granted and may not be carried over into the next calendar year.

Section 3.

For the purpose of this Article, whenever one of the designated holidays occurs on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays occurs on a Sunday, the following Monday shall be designated as the official holiday. Should two (2) consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holiday.

Section 4.

Holidays occurring within the period of annual leave or sick leave shall not be counted as work days in computing such leave.

Section 5.

Full-time employees required to work on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday.

Section 6.

Full-time employees required to work on any holiday other than those enumerated in Section 5 above shall be paid at the rate of one-hundred twenty-five percent (125%) for all hours worked in addition to their regular pay for the holiday.

ARTICLE 23 - ANNUAL LEAVE

Section 1.

A. All full-time employees shall be entitled to annual leave with pay computed at straight time rates, in accordance with the following regulations:

- (1) The number of annual leave days to be granted shall be determined by the employee's total length of service with the Employer. Length of service shall be calculated in accordance with the terms of Article 12 - Seniority.
- (2) For all purposes "work day" used herein shall mean seven and one-half (7-1/2) paid hours.

Section 2.

A. Annual leave credit shall be granted in any calendar month in which the employee has no less than eighteen (18) days of paid service.

B. Employees shall not be entitled to use annual leave until the completion of one (1) year of continuous full or part-time service equivalent to one-thousand nine-hundred and fifty (1950) regular work hours, except in cases of injury incurred in the line of duty or under emergency situations as determined by the Court Administrator.

C. Employees shall earn annual leave credits for each completed month of service according to the following schedule:

Upon Completion of
Years of Service

Annual Leave Hours per
Calendar Month of Service

less than 5	7-1/2
5	9-1/2
10	11-1/2
15	13-1/2
20	15

Section 3.

Annual leave shall not be used until earned.

Section 4.

A. Employees shall inform the Court Administrator or designee in writing by May 1st of each year of their preferred annual leave schedule. In the event there is conflict in scheduling annual leave, seniority shall prevail. Employees who fail to give proper notice before May 1st of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing no later than June 1, of each year.

B. Employees who attempt to schedule less than full week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority preference when there is a scheduling conflict.

Section 5.

A. Final decision as to whether any employee may use annual leave shall rest with the Court, but no employee shall be required to work more than two (2) years without an annual leave, nor shall any employee be permitted or required to accumulate annual leave in excess of the number of days which can be accumulated by the employee in three (3) years. An employee will not be compensated for any accumulated annual leave over a two (2) year accumulation unless denied a request for annual leave by the Court, and if denied, that employee will be compensated in cash on a quarterly basis for all accumulation in excess of the two (2) year limitation.

B. The above provisions shall be subject to the following limitations:

- (1) Upon reaching the maximum allowable three (3) year accumulation, employees shall thereafter earn no additional annual leave until their bank has been reduced below the maximum allowable.
- (2) The Court shall be deemed to have denied a request for annual leave only if the employee has submitted a request for annual leave prior to May 1st, as provided in Section 5A above.

Section 6.

Except as provided in the Article 25 - Transfer of Annual Leave and Sick Leave to Another Governmental Agency and except as provided in Article 28 - Leave Without Pay, Section 3D, upon separation of any employee, the employee shall be paid at the time of separation for the unused portion of accumulated annual leave, provided that the employee has completed one (1) year of continuous service (one thousand nine hundred and fifty (1950) regular work hours) immediately prior to the separation.

Section 7.

An employee while on Leave Without Pay or on Time Off without pay shall not accrue annual leave.

ARTICLE 24 - SICK AND PERSONAL BUSINESS LEAVES

Section 1. Sick Leave

A. Every full-time employee shall be entitled to sick leave with full pay of one (1), seven and one-half (7-1/2) hour work day (computed at straight time) for each completed month of service; provided, however, that no sick leave credit shall be granted in any calendar month in which the employee has had less than eighteen (18) days of paid service. For all purposes "day" or "work day" used herein shall mean seven and one-half (7-1/2) hours.

B. Sick leave shall not be used until earned.

C. Unused sick leave may be accumulated without limit for each completed month of service.

D. An employee may be authorized to use sick leave for absences:

- (1) Due to personal illness or physical incapacity.
- (2) Due to exposure to contagious disease in which the health of others would be endangered by employee's attendance on duty.
- (3) Due to the illness of a member of the immediate family who requires employee's personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this section shall mean present spouse, parents, present stepparents, grandparents, grandchildren, children, present stepchildren, brothers, or sisters of the employee or of the employee's present spouse. It shall also include any person for whom the employee is principally

responsible for providing financial or physical care. Year shall be defined as July 1 to June 30.

- (4) Due to arranging for interment and/or attending funeral services of a relative of the employee other than a member of the immediate family as defined above, not exceeding three (3) consecutive sick leave days. The term "relative" as used in this section shall mean uncles, aunts, nephews, nieces and first cousins of the employee or of the employee's spouse. The Court Administrator or designee may also approve such sick time usage, upon the death of a member of the employee's household.
- (5) To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
- (6) For routine medical or dental appointments, upon prior notice to the Court Administrator or designee.

E. An employee absent for one of the reasons mentioned above shall inform the Court Administrator or designee as soon as possible, and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.

F. The employee may be required by the Court Administrator or designee to produce reasonable evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. The Court Administrator or designee may grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days. All requests for sick leave for more than thirty (30) calendar days' duration shall be submitted to the Court Administrator or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Court Administrator or designee may require further medical reports from time to time on all sick leave in excess of thirty (30) calendar days.

G. All accumulated and unused sick leave shall be credited to any employee recalled from a layoff, transferred to another court without break in service, or returning from a leave of absence.

H. An employee may not utilize accumulated sick leave for absences resulting from an injury arising out of and in the course of employment with an employer other than the Employer party to this Agreement.

I. An employee on a Leave Without Pay or Time Off without pay shall not accrue sick leave.

J. An employee who is seriously ill for more than five (5) days while on annual leave may, upon application to the Court Administrator or designee have the duration of such illness charged against sick leave reserve rather than against annual leave. Notice of such illness shall be given immediately to the Court Administrator or designee. Proof of such illness in the form of a physician's certificate shall be submitted by the employee to the Court Administrator or designee who shall determine whether or not such application shall be granted.

K. Except in cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full or part time service (nine hundred seventy five (975) regular work hours) following the date of appointment.

Section 2. Unused Sick Leave

A. Except as provided in Article 25 - Transfer of Annual Leave and Sick Leave to Another Governmental Agency, and except for employees with less than two (2) years seniority as defined in Article 12 - Seniority, upon separation employees shall be paid for all unused accumulated sick leave in accordance with the following provisions:

- (1) If the separation is the result of the death of the employee, the employee's estate shall receive payment for one-hundred percent (100%) of the accumulated sick leave.
- (2) If the separation is the result of retirement of the employee, the employee shall receive payment for seventy-five percent (75%) of the accumulated sick leave.
- (3) If the separation is for reasons other than death or retirement, the employee shall receive payment for fifty percent (50%) of the accumulated sick leave.

B. The rate of payment shall be based upon the regular annual salary of the employee at the time of separation. If the employee does not work for a period of at least ninety (90) days after the termination of a leave of absence, then such accumulated leave time shall be paid at the rate based upon the employee's annual salary in effect at the beginning of said leave.

C. Employees hired on or after January 4, 1985, shall not be eligible for payoff of sick leave.

Section 3. Bonus Annual Leave Days

A. An employee who has completed one (1) year of continu-

ous service and not used more than five (5) days of sick leave, exclusive of personal business leave, shall be granted three (3) bonus annual leave days on July 1. Sick leave usage shall be determined during the July 1 to June 30 period immediately preceding the July 1st date.

B. New hires shall first be eligible for bonus annual leave on the July 1st immediately following completion of one (1) year of continuous service. Bonus annual leave days for the period of time between the employee's first (1st) anniversary date and subsequent July 1st, shall be prorated, in accordance with Section 3A, at a rate of two (2) hours per calendar month for which the employee has eighteen (18) work days of paid service.

Section 4. Personal Business Leave

A. Full-time employees who have completed one (1) year of service shall be entitled to utilize accumulated sick leave for personal business not to exceed four (4) days in any one year. Year shall be defined as July 1 to June 30.

B. Personal business leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the Court Administrator or designee. Requests for personal business leave shall not be unreasonably withheld. Denial of personal business leave shall be a proper subject of the Grievance Procedure.

C. New hires shall first be eligible to use personal business leave upon completion of one (1) year of service. On the following July 1st, personal business leave shall be prorated on the basis of one (1) day per calendar quarter, or part thereof.

ARTICLE 25 - TRANSFER OF ANNUAL LEAVE AND SICK LEAVE TO ANOTHER GOVERNMENTAL AGENCY

An employee hired by another governmental agency may, subject to the approval of the Agency to which the employee is going, transfer accumulated annual leave and sick leave.

ARTICLE 26 - BEREAVEMENT LEAVE

Employees shall be granted time off from their duties with compensation to make burial arrangements and attend funeral services of members of their immediate family under the following terms and conditions:

A. Bereavement leave shall be limited to three (3) workdays at any one time except that it may be extended to a maximum of five (5) workdays in the event that the funeral is to take place at a distance of over three hundred (300) miles from the employee's place of residence.

B. "Immediate family" shall be as defined in Article 24 Sick Leave, Section 1D(3).

C. Employees shall notify their Employer prior to using bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

D. An employee requesting bereavement leave may be required by the Employer to produce evidence to establish that the deceased person is a member of the employee's immediate family and the time and place of the funeral.

E. In the event that a holiday as defined in this Agreement occurs during the bereavement leave, the employee shall be allowed equivalent time off with pay for said holiday at such time as the Employer shall designate. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

F. Employees on leave of absence without pay as defined in this Article shall not be eligible to receive bereavement leave.

ARTICLE 27 - MILITARY LEAVE

Section 1.

Full-time employees entering active military service shall be granted a leave of absence without pay for the required period of military service except that the leave shall be terminated upon re-enlistment for active military duty.

Section 2.

Employee application for reinstatement from a military leave of absence and rights and preferences shall be in accordance with applicable federal and state statutes including but not limited to Chapter 43 of Part III of Title 38, U. S. Code.

Section 3.

Employees who are members of the Michigan National Guard, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, the Officers' Reserve Corps, the Enlisted Reserve Corps of the United States Army, or another federally recognized reserve component of the Armed Forces, may be granted time off for not to exceed fifteen (15) calendar days in any one fiscal year when called for training with said reserve component, provided however, that such paid time off shall be granted only to employees who have had six (6) months or more of continuous employment at the time of the commencement of such military

training. Employees shall be paid the difference between their regular pay rate and the total amount of compensation, less any and all allowances, received by them for such military training.

ARTICLE 28 - LEAVE WITHOUT PAY

Section 1.

Upon written request stating the reason and including documentation, an employee may be granted a leave of absence without pay upon prior written approval by the Court Administrator or designee for any of the following reasons:

A. Because of the physical or mental disability of the employee.

B. Because the employee has been elected or appointed to a public office.

C. Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.

D. Because of other reasons, sufficient in the opinion of the Court Administrator, to warrant such leave of absence.

Section 2.

A probationary employee may be granted a leave of absence without pay upon prior written approval by the Court Administrator because of the physical disability of the employee or for extraordinary reasons, sufficient in the opinion of the Court Administrator to warrant such leave of absence.

Section 3.

Leaves granted for any of the above reasons shall be subject to the following regulations:

A. Such leave shall not be granted for more than six (6) months, but upon written application may be renewed for an additional period not to exceed a total of two (2) years.

B. (1) Leaves of absence granted to employees because of physical or mental disability may be extended beyond the first six (6) months for an additional period of time not to exceed two (2) years, at the expiration of which time the employee shall either produce evidence that the employee is physically and/or mentally capable of returning to work, subject to the Employer's Examining Physician's

approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee or mailed to the employee's last known address and a copy mailed to the Association.

- (2) An employee returning from a leave of absence for a mental or a serious physical disability, may be required to demonstrate within ninety (90) days following the employee's return to work that the employee is able to perform the duties and responsibilities of the employee's position, and, in such event, the Court Administrator shall prepare a report at the end of the ninety (90) day period, evaluating the employee's work performance.

C. Employees granted a leave of absence hereunder shall be restored to their classification or like or associated classification on the expiration of the leave or sooner if approved by the Court Administrator.

D. Any employee who has been granted a Leave Without Pay shall have the option of:

- (1) Being paid for all accumulated leave except sick leave, or
- (2) Having their accumulated leave except sick leave frozen as of the commencement of said leave. If the employee does not work for a period of at least ninety (90) days after the termination of said leave, then such accumulated leave time shall be paid at the rate based upon the employee's annual salary in effect at the beginning of said leave.

ARTICLE 29 - ABSENCE WITHOUT LEAVE

Section 1.

Failure to return to work within five (5) working days after the expiration of an approved leave of absence or extension thereof shall be considered a voluntary quit.

Section 2.

Absence from work for five (5) consecutive working days without a proper and valid notice of such absence to the Employer within that five (5) day work period shall be considered a voluntary quit.

Section 3.

In the case of extreme circumstances, special consideration may be given.

Section 4.

The definition of Absence Without Leave is being absent from duty without proper authorization.

ARTICLE 30 - TIME OFF

Section 1.

Employees shall be granted time off from their duties with compensation by the Employer for any of the following reasons:

A. For subpoenaed appearance in courts or before governmental agencies as a witness on behalf of the Employer or Association.

B. For participation in Court promotional examinations or other Court approved examinations.

C. For serving as a juror subject to the following provisions:

- (1) For those days the employee is required to report for jury duty and is regularly scheduled to work, the pay rate of the employee during such time off shall not be interrupted. Juror fees received by the employee shall be remitted to the Employer.
- (2) The employee shall be required to work on the days regularly scheduled to work and on which the employee is not required to serve as a juror.
- (3) Employees shall not be required to work any portion of their shift, including afternoon or night shifts, on those days on which the employees are required to serve as jurors.

When properly notified by an employee the Court shall, if necessary, reschedule the work assignment of the employee so as to coincide as closely as possible with the jury duty schedule. This reassignment shall take precedence over other conflicting sections of this contract.

- (4) Employees shall have the option when called to jury duty to use vacation or compensatory

time for such service. In that event, the employees will not be required to remit their juror fees. However, the employees must notify the Court of their desire to exercise this option prior to the first date of jury service.

- (5) Jury duty shall be considered as time worked.
- (6) The employee shall provide proof of jury service.

D. If the Court authorizes participation in a blood bank program, employees shall be released to participate in such a program during working hours without loss of pay, subject to scheduling by the Court.

Section 2.

With the prior approval of the Court, employees may be granted time off from their duties, with compensation, for:

Attendance at in-service training and other courses designed to improve the employee's performance, to prepare the employee for advancement, or the implementation of this Agreement.

Section 3.

An employee may be granted time off without compensation for attendance at meetings other than those specified in this Article or to attend to urgent personal business, provided that such employee shall request approval from the Court in sufficient time to permit the latter to make arrangements therefor, and further provided, that such time off will not seriously affect the operation of the Court.

Section 4.

With the prior approval of the Court, an employee may be granted time off from duties for attendance at state funerals, funerals of officials or Court employees, or military funerals when the employee is acting in an official capacity at said military funerals. Such time off may be granted with or without compensation at the discretion of the Court.

ARTICLE 31 - INDEMNIFICATION

Section 1.

The Employer agrees to hold harmless and indemnify all employees covered by the Collective Bargaining Agreement from all civil claims, actions, and judgments brought or rendered against

them by reason of any act, action or omission arising in the course of or out of their employment, provided, however, that in no event shall the Employer be liable for the payment of judgments, settlements, attorney fees or Court costs where the member is found to have committed an intentional tort. All settlements are subject to the approval of the Employer.

Section 2.

Upon receipt of notice of any claim or action, the employee shall immediately notify the Employer in writing.

ARTICLE 32 - PROFESSIONAL DEVELOPMENT

Section 1. Purpose

The Employer desires to encourage and assist employees in securing additional training which will contribute to the technical and professional development of employees and better performance of Court Services.

Section 2. Professional Seminars

A. With the prior approval of the Employer an employee within the bargaining unit shall be entitled to attend professional conventions, conferences, seminars or programs which are designed to contribute to the advancement of the employee's professional competence in an area relating to the employee's work assignment. Approval may include full or partial payment or leave of absence with or without compensation at the discretion of the Employer. The selection of the conference, seminar or program shall be made by the employee.

B. In order to properly schedule attendance at such meetings each employee shall notify the Employer at the earliest time practicable of the date of the conference, seminar or program.

Section 3. Tuition Refund Plan

A. Eligibility

Eligibility shall be limited to regular full-time employees whose proposed programs meets the following requirements:

B. Approval of Courses

The Tuition Refund plan will apply only to courses which:

- (1) Are determined by the Court Administrator to be job related and acceptable for the occupation in which employees are working or for which they are preparing, and

- (2) Are conducted by an accredited educational institution or agency. Institutions other than regular high schools and recognized junior colleges and universities will not be approved until they have been investigated and found to be acceptable by the Court Administrator.

C. Amount of Refund

The refund will be one hundred percent (100%) of actual tuition. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Court Administrator.

D. Quotas

The Court shall establish an equitable system for the allocation of available funds as provided in Article 39 - Economic Improvements, during the regular fiscal year.

E. Administration

The Tuition Refund plan shall be administered by the Court, who shall establish reasonable rules therefore.

ARTICLE 33 - UNEMPLOYMENT INSURANCE

The Employer shall be an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission.

The Employer shall provide employees with copies of the Michigan Employment Security Commission Form UC 1711 on separation from employment.

ARTICLE 34 - WORKER'S DISABILITY COMPENSATION

All employees shall be covered by the provisions of the "Workers' Disability Compensation Act of 1969", as amended.

Section 1.

Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, an employee shall be permitted to draw upon available accumulated sick and annual leave respectively. If sufficient sick/annual leave does not exist, the employee must request a leave of absence without pay.

Section 2.

When workers' compensation payments commence, unused sick/annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstances shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.

Section 3.

If the employee's incapacity extends for a period which causes compensation to revert to the date of injury, and if the employee used sick/annual leave during the "waiting week", the Employer shall secure the employee's endorsement of the compensation check, deposit the check, and credit the employee's leave bank with the appropriate amount of time charged to sick and annual leave during the waiting week.

ARTICLE 35 - RETIREMENT

An employee covered by the provisions of this Agreement shall be a member of the State Employee's Retirement System created by Act No. 240 of the Public Acts of 1943, as amended, and shall be governed by the retirement provisions in Section 8275, PA 13 of 1981.

ARTICLE 36 - LONGEVITY PAY

Section 1.

Employees may qualify for longevity pay in accordance with the following provisions:

<u>Years of Service</u>	<u>Pay</u>
5	\$200
10	350
15	500
20	650

Section 2.

Eligible employees who have worked twelve (12) months during the year immediately preceding October 1 will qualify for a full longevity payment provided they are on the payroll on October 1. Employees who work less than twelve (12) months shall receive a pro-rata longevity payment based on the number of months worked. Except for employees first qualifying for increments, the payment will be made in a lump sum annually in the first pay in November.

Section 3.

Upon completion of five (5) years of service, employees will receive the first longevity pay increment on the first pay period after their anniversary date. The following November longevity pay increment shall be pro-rated at one-twelfth (1/12) per month from the employee's anniversary date until October 1.

Section 4.

Longevity payments pro-rated at one-twelfth (1/12) per month from their last longevity payment shall be made for eligible employees upon separation by reason of death or retirement.

Section 5.

For purposes of longevity calculation, a month is defined as any calendar month in which an employee has no less than eighteen (18) days of paid service.

ARTICLE 37 - INSURANCE PROGRAMS

Section 1.

A. The Employer shall provide the Judiciary Blue Cross and Blue Shield insurance plan to each full-time permanent employee included in this Agreement. The Employer shall pay ninety percent (90%) of the cost of the plan.

B. The Employer, shall as an alternative to the above Section 1A coverage, provide coverage under any of the following health organization plans:

Health Alliance Plan
Michigan HMO
Total Health Care of Detroit
Health Care Network
Comprehensive Health Services of Detroit

The Employer shall pay the entire premium not to exceed the BC/BS rates for the program in Section 1A. An optional Blue Cross dental and vision care plan is available which must be partially paid by the employee.

Section 2.

The Employer shall provide to each full-time permanent employee included in this Agreement a state-sponsored group life insurance plan which has a death benefit equal to two (2) times the annual salary rounded up to the nearest one thousand dollars (\$1,000). Upon retirement this plan shall convert to twenty-five percent (25%) of the insurance in force at retirement. In case of an employee's accidental death in line of duty, the plan

provides an additional benefit of one hundred thousand dollars (\$100,000). The Employer shall pay one hundred percent (100%) of the premium for this benefit.

The Employer shall make available optional dependent life insurance coverage. The premium for such optional coverage shall be paid by employees selecting the coverage.

Section 3.

The Employer shall provide to each full-time permanent employee included in this Agreement a group insurance plan of income protection in case of employee total nonwork-related disability which guarantees income equal to two-thirds (2/3) of the employee's current basic rate of pay limited to a maximum payment of three thousand dollars (\$3,000) per month. Payment shall begin after exhaustion of the employee's accumulated sick leave. The Employer shall pay a percentage of the premium cost which varies for individual employees in relation to their accrued sick leave balance.

Section 4.

Newly hired full-time permanent employees included in this Agreement shall be eligible to receive insurance coverage starting the first day of the bi-weekly pay period which commences after the employee has completed thirty (30) days of employment.

Section 5.

A. Whenever an employee is on an approved leave of absence because of personal illness or physical incapacity and has exhausted accumulated sick leave, the Employer shall continue to pay the full cost of hospital-medical insurance and basic life insurance as provided by the Employer, for a period not to exceed (6) months following termination of sick leave pay, provided, however, the employee shall have four (4) continuous years of court service.

B. Whenever an employee is laid off or on leave of absence other than specified in Section 5A, the Employer shall discontinue payment of insurance premiums. The employee may continue to receive insurance coverage by paying the total premium in accordance with provisions of the insurance plans and the carrier.

ARTICLE 38 - OVERTIME PAY

Section 1.

The Court has the right to schedule overtime work as required in a manner most advantageous to the Court and consistent with requirements of Court service and the public interest.

Overtime payment as provided in this Article, shall be restricted to employees in the bargaining unit holding pay grade one (1) through six (6) inclusive or otherwise indicated on Appendix A and B.

Section 2.

Time and one-half (150%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by this Agreement.

A. For all hours of work performed in excess of seven and one half (7-1/2) hours in any one (1) work day.

B. For all hours of work performed on the sixth (6th) consecutive day worked in the employee's work week.

Section 3.

Double time (200%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by this Agreement.

For all hours of work performed on the seventh (7th) consecutive day worked in the employee's work week.

Section 4.

Overtime compensation shall be paid at the end of the payroll period following the payroll period in which it was earned.

Section 5.

An employee entitled to overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

Section 6.

Overtime, to be compensable under this Article, must be scheduled and approved in advance by the Court Administrator or designee.

ARTICLE 39 - ECONOMIC IMPROVEMENTS

Section 1.

Effective October 1, 1986, all employees shall receive a general wage increase as provided for in Appendix A, Pay Grade and Classification Schedule. Employees whose pay rates exceed their pay grade salary range shall receive a three percent (3%) general wage increase.

Section 2.

Effective October 1, 1987, all employees shall receive a general wage increase as provided for in Appendix B, Pay Grade and Classification Schedule. Employees whose pay rates exceed their pay grade salary range shall receive a two percent (2%) general wage increase.

Section 3.

No Government Administrators Association bargaining unit employee shall receive a pay reduction if their current rate of pay plus the general pay increase exceeds the pay rates, unless as a result of a future demotion or change in job classification.

Section 4.

There shall be a wage rate re-opener October 1, 1988. The parties agree to meet with respect to the re-opener in good faith consistent with the budget as promulgated by the State.

Section 5.

The salary rates contained in Appendixes A and B shall apply to all newly hired employees and any employee who transfers, promotes or demotes, into a new classification. Employees shall be eligible for a step increase after completion of one (1) year of service at the lower pay step.

Section 6.

An employee promoted to a higher classification whose current rate of pay is below the maximum of the pay range shall receive a pay rate at the lowest step in the range for the higher classification which provides a salary increase which is not less than the difference between the minimum and the first step of the employee's current pay range.

Section 7.

A tuition refund plan shall be established in accordance with Article 32 - Professional Development, Section 3. The refund shall not exceed a total of five hundred dollars (\$500.00) for any one employee during any fiscal year.

ARTICLE 40 - SEVERABILITY CLAUSE

If any Article, Section or Supplement 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 and Supplements shall not be affected, and the parties shall enter into immediate collective

bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Supplement.

ARTICLE 41 - MAINTENANCE OF CONDITIONS

It is not the intent that the bargaining unit shall suffer a reduction in overall current group benefits as a consequence of the execution of this Agreement except as specified herein or that may be enacted by parties external to this Agreement.

Any Supplemental Agreement that may be negotiated shall be considered a part of this Agreement.

ARTICLE 42 - ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement of the parties. It is further agreed that there are no verbal agreements or understandings that affect or qualify any of the terms of this Agreement.

ARTICLE 43 - TERMINATION OF AGREEMENT

This Agreement shall become effective and binding on the date the provisions of Section 9107 of PA 438 of 1980 have been complied with and the Association so advised in writing, except as to those provisions which are expressly granted a retroactive effective date herein.

This Agreement shall remain in full force and effect until September 30, 1989.

This Agreement shall continue in effect for consecutive yearly periods after September 30, 1989, unless notice is submitted, in writing, by either the Association or the Employer, to the other party at least ninety (90) days prior to September 30, 1989, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

If such notice is submitted, this Agreement shall be open to modification, amendment or termination, as such notice may indicate on October 1, 1989, or the subsequent anniversary date, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands:

GOVERNMENT ADMINISTRATORS
ASSOCIATION

By: [Signature]
Association Executive

By: [Signature]
Courts Chapter President

By: [Signature]
GAA Executive Board Member

STATE JUDICIAL COUNCIL

By: [Signature]
Chairperson

GOVERNMENT ADMINISTRATORS ASSOCIATION - 36TH DISTRICT COURT
 PAY GRADE AND CLASSIFICATION SCHEDULE
 10/1/86 - 9/30/87

Pay Grade	Classification Title	Pay Range					
		A	B	C	D	E	F
1	Personnel Technician	\$21,157.50	\$22,678.50	\$24,180.50	\$25,662.00	\$27,183.00	\$28,665.00
	Senior Administrative Assistant	10.85	11.63	12.39	13.16	13.94	14.70
2	Account Services Supervisor I	22,834.50	24,453.00	26,091.00	27,729.00	29,367.00	31,063.50
	Clerical Services Supervisor I	11.71	12.54	13.38	14.22	15.06	15.83
3	Clerical Services Supervisor II	24,472.50	26,266.50	28,041.00	29,796.00	31,668.00	33,520.50
		12.55	13.47	14.38	15.28	16.24	17.18
4	Assignment Clerk Supervisor	26,169.00	28,060.50	29,991.00	31,960.50	33,969.00	35,958.00
	Law Librarian	13.42	14.39	15.38	16.39	17.42	18.44
	Supervisor of Court Teller Services						
5	Supervisor of Probation	27,826.50	29,854.50	32,019.00	34,144.50	36,289.50	38,415.00
		14.27	15.31	16.42	17.51	18.61	19.70
6	Coordinator of Court Reporters	29,484.00	31,785.50	34,047.00	36,308.00	38,590.50	40,852.50
	Coordinator of Courtroom Clerks	15.12	16.29	17.46	18.62	19.79	20.95
	Department Manager						
7	Computer Systems Manager	31,239.00	33,857.00	36,055.50	38,473.50	40,891.50	43,309.50
		16.02	17.26	18.49	19.73	20.97	22.21

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APPENDIX A

GOVERNMENT ADMINISTRATORS ASSOCIATION - 36TH DISTRICT COURT
 PAY GRADE AND CLASSIFICATION SCHEDULE (10/1/86 - 9/30/87)
 LABOR MARKET EXCEPTIONS

Classification Title	A	B	Pay Range C	D	E
*Operations and Technical Support Supervisor	\$31,044.00 15.92	\$33,267.00 17.06	\$35,470.50 18.19	\$37,674.00 19.32	\$39,897.00 20.46

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*This classification is eligible for overtime pay in accordance with Article 38 - Overtime Pay.

GOVERNMENT ADMINISTRATORS ASSOCIATION - 36TH DISTRICT COURT
 PAY GRADE AND CLASSIFICATION SCHEDULE
 10/1/87 - 8/30/88

Pay Grade	Classification Title	Pay Range					
		A	B	C	D	E	F
1	Personnel Technician	\$21,898.50	\$23,478.00	\$25,018.50	\$26,558.00	\$28,138.50	\$29,679.00
	Senior Administrative Assistant	11.23	12.04	12.83	13.62	14.43	15.22
2	Account Services Supervisor I	23,634.00	25,311.00	27,007.50	28,704.00	30,400.50	32,155.50
	Clerical Services Supervisor I	12.12	12.98	13.85	14.72	15.59	16.49
3	Clerical Services Supervisor II	25,330.50	27,202.50	29,035.50	30,849.00	32,779.50	34,710.00
		12.99	13.95	14.89	15.82	16.81	17.80
4	Assignment Clerk Supervisor	27,085.50	29,055.00	31,044.00	33,091.50	35,158.50	37,225.50
	Law Librarianon Supervisor Supervisor of Court Teller Services	13.89	14.90	15.92	16.97	18.03	19.09
5	Supervisor of Probation	28,801.50	30,907.50	33,150.00	35,353.50	37,576.50	39,780.50
		14.77	15.85	17.00	18.13	19.27	20.39
6	Coordinator of Court Reporters	30,517.50	32,877.00	35,256.00	37,596.00	39,955.50	42,295.50
	Coordinator of Courtroom Clerks Department Manager	15.65	16.86	18.08	19.28	20.49	21.69
7	Computer Systems Manager	32,331.00	34,846.50	37,323.00	39,819.00	42,334.50	44,830.50
		16.58	17.87	19.14	20.42	21.71	22.99

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APPENDIX B

GOVERNMENT ADMINISTRATORS ASSOCIATION - 36TH DISTRICT COURT
 PAY GRADE AND CLASSIFICATION SCHEDULE (10/1/87 - 8/30/88)
 LABOR MARKET EXCEPTIONS

Classification Title	A	B	Pay Range C	D	E
*Operations and Technical Support Supervisor	\$32,136.00 16.48	\$34,437.00 17.66	\$38,718.50 18.83	\$39,000.00 20.00	\$41,301.00 21.18

*This classification is eligible for overtime pay in accordance with Article 38 - Overtime Pay.

