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**AGREEMENT**

**BETWEEN THE 54-A JUDICIAL DISTRICT COURT**

**AND**

**THE LOCAL UNION NO. 580,**

**AFFILIATED WITH THE INTERNATIONAL**

**BROTHERHOOD OF TEAMSTERS**

*Lawrence City of*

**JULY 1, 1990**

**TO**

**JUNE 30, 1993**

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## AGREEMENT

THIS AGREEMENT is made on October \_\_\_\_, 1990, between the 54-A Judicial District Court, Lansing, Michigan (the "Employer"), and Local Union No. 580, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (the "Union").

### ARTICLE 1

#### PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth the terms and conditions of employment for employees in the bargaining unit represented by the Union and to promote orderly and peaceful labor relations to further the mutual interests of the Employer, the employees, and the Union. When the terms "employee" or "employees" are used in this Agreement, they refer to members of the bargaining unit represented by the Union, unless the context requires otherwise.

Section 2. The parties recognize that the interests of the Lansing community and the job security of the employees depend upon the Employer's ability to establish and provide the most efficient possible service to the citizens of the community. To this end, the Employer and the Union will encourage friendly and cooperative means of facilitating peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer, its employees, and the Union, and will strive to promote and improve peaceful and trusting relationships between the parties.

### ARTICLE 2

#### RECOGNITION OF UNION

In accordance with all applicable provisions of the Public Employment Relations Act (1947 PA 336, as amended), the Employer recognizes the Union as the exclusive representative of its employees for the purposes of collective bargaining with respect to rates of pay, wages, and conditions of employment for the duration of this Agreement. The Employer recognizes the Union as the exclusive representative of all employees performing work within the following classifications: DEPUTY CLERK I, DEPUTY CLERK II, DEPUTY CLERK III, DEPUTY CLERK IV, AND PROBATION OFFICER, whether full-time or part-time, but excluding the following classifications: COURT ADMINISTRATOR, ASSISTANT COURT ADMINISTRATOR, MAGISTRATE, CHIEF PROBATION OFFICER, LAW CLERK, COURT OFFICER, ALL EMPLOYEES WHO ARE SUPERVISORS,

ALL EMPLOYEES LAWFULLY REPRESENTED BY OTHER LABOR ORGANIZATIONS, JUDGES, COURT RECORDERS, AND TWO CONFIDENTIAL EMPLOYEES DESIGNATED BY THE EMPLOYER (LEGAL SECRETARY AND BOOKKEEPER).

### ARTICLE 3

#### MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be interpreted to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority which the Employer had before June 30, 1987, unless and only to the extent that specific provisions of this Agreement expressly limit or curtail those rights, powers, and authority. The Union recognizes that the Employer's rights, powers, and authority include, but are not limited to: the right to manage its business; to determine the amount of supervision required; to direct, select, promote, decrease and increase the work force; the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, the addition, replacement, and removal of equipment, the outside purchase of products, the taking of inventory, the schedules, the means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and procedures and to change existing methods and procedures; to maintain discipline and efficiency of employees, including the right to discipline and discharge for just cause; to determine the qualifications of employees and regulate the quality and quantity of work.

The Union may grieve any action taken by the Employer which is contrary to the purpose of this Agreement or contrary to a limitation of a right upon the Employer which is imposed by this Agreement.

Section 2. The Employer shall have the right to make reasonable rules and regulations from time to time which are not in conflict with this Agreement as it may deem best for the purpose of maintaining order, safety, and effective operations, and to put them into effect after advance notice to the Union and the employees. Any complaint about the reasonableness or the application of any rule established after the date of this Agreement may be grieved.

Section 3. The parties recognize that legitimate absenteeism is not always distinguishable from unwarranted absenteeism. The Employer retains the right to institute a "no fault" attendance policy which may be applied to all employees or, alternatively, to those employees who have absenteeism rates which the Employer determines are excessive.

## ARTICLE 4

### SUBCONTRACTING

Section 1. The Employer will endeavor to maintain a consistent level of employment and to provide work for bargaining unit employees whenever possible. The Employer will not engage in subcontracting bargaining unit work for the purpose of discriminating against any employee, group of employees, or the Union. The Union recognizes, however, that it is necessary for the financial soundness and welfare of the Employer and its employees that work be done outside the premises of the Employer and by business organizations other than the Employer from time to time.

Section 2. Nothing in this Agreement shall preclude the Employer from subcontracting work normally performed by bargaining unit members to cover the temporary absence of an employee due to a leave of absence, as long as the subcontracting occurs only so long as the employee is absent from work. No subcontracting agreement shall exceed a period of six (6) weeks unless the Union is contacted and agrees that the subcontracting agreement may be extended due to an employee's leave of absence which extends beyond six (6) weeks.

## ARTICLE 5

### EXTRA CONTRACT AGREEMENTS

The Employer will not enter into any agreement with another labor organization which purports to represent the employees covered by this Agreement during the life of this Agreement. The Employer also will not enter into any agreement or contract with any individual employee or group of employees which conflicts with the terms or provisions of this Agreement in any way without the presence and consent of an authorized representative of the Union. Any agreement in violation of this article shall be null and void.

## ARTICLE 6

### OTHER WRITTEN AGREEMENTS

There are no understandings, agreements, or past practices which are binding upon either the Employer or the Union other than this Agreement, together with any letters of agreement or understanding which may be agreed upon by the parties after the effective date of this Agreement. No future agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by authorized representatives of the Employer and the Union.

## ARTICLE 7

### FINANCIAL OBLIGATIONS TO THE UNION

Section 1. Membership in the Union is not compulsory. Employees covered by this Agreement have the right to join, not join, maintain or drop their membership in the Union, or be "fair share" employees. Neither party shall exert any pressure on or discriminate against an employee concerning these matters.

Section 2. Membership in the Union is separate and distinct from the "fair share" assumption by employees of their equal obligations to the extent that they receive equal benefits and representation. The Union is required under this Agreement to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

Section 3. In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the bargaining unit who do not join the Union and pay dues shall, as a condition of continued employment, pay to the Union, as the employees' exclusive collective bargaining representative, an amount of money not to exceed that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money not to exceed the Union's regular and usual initiation fees and its regular and usual dues. For new employees, this payment shall start thirty-one (31) days following the date of employment. The Union will comply with the requirements set forth in the United States Supreme Court decision in *Hudson v Chicago Teachers Union* in administering this article.

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

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

## ARTICLE 8

### DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of Union members and "fair share" fee employees (who sign dues or fee deduction authorization forms) all applicable dues and initiation fees or representation fees of Local No. 580. The Union must first present to the

Employer authorizations signed by affected employees allowing such deductions and payments to the Local Union before the deduction will be made. This may be done through the steward of the Union. The amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

Monthly representation fees and initial representation fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Monthly "fair share" fees may be paid directly to the Union by the "fair share" employee not later than the 20th day of the month preceding the month being billed.

Section 2. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from its employees' pay of Union dues and fees. The Union assumes full responsibility for the disposition of the deductions made once they have been sent to the Union. The Union will comply with all applicable laws regarding the collection and use of "fair share" fees.

## ARTICLE 9

### STEWARDS

Section 1. The employees covered by this Agreement shall be represented by one (1) steward and three (3) alternate stewards. In the event the steward is unavailable, an alternate steward may act on the steward's behalf. Upon mutual consent, the number of stewards may be increased or decreased to reflect changes in the operations of the Employer.

Section 2. The steward and alternate stewards shall be chosen in a manner determined by the Union. The steward and alternate stewards shall have been full-time employees of the Employer for at least one (1) year prior to their designation. The Union will notify the Employer in writing of the names of the steward and alternate stewards.

Section 3. When requested by an aggrieved employee, a steward may investigate, process, and present grievances on the Employer's premises without loss of time and pay during regular working hours, so long as this privilege is not abused and is accomplished within a reasonable time. However, stewards shall not leave their work locations without loss of time and pay during regular working hours, so long as this privilege is not abused and is accomplished within a reasonable time. However, stewards shall not leave their work locations without first requesting and obtaining approval from their immediate supervisors. Permission will be granted by the Employer as promptly as is practicable under the circumstances.



## ARTICLE 10

### ASSIGNMENT OF WORK TO NONBARGAINING UNIT MEMBER PERSONNEL

Section 1. Employees of the Employer who are not members of the bargaining unit represented by the Union may temporarily perform work normally performed by members of the bargaining unit. The parties recognize that the work of employees performing bargaining unit work and the work of nonbargaining unit personnel may sometimes overlap.

The Employer, however, agrees that supervisors and other nonbargaining unit member personnel shall not be called back, or scheduled for overtime duty, to do bargaining unit work unless it is an emergency or unless employees of the bargaining unit are unavailable to or incapable of doing the work. This provision shall not prevent supervisors from doing bargaining unit work during overtime hours if it would not circumvent the overtime provisions of this Agreement.

Section 2. In order to protect bargaining unit employees who are laid off, and notwithstanding the provisions of Section 1, court recorders will not be assigned bargaining unit duties while any bargaining unit employees are on layoff status, with the following exceptions:

- (a) work related to defaults;
- (b) work related to notices;
- (c) work related to all civil infractions from the default stage through the bench warrant state;
- (d) work related to bench warrants;
- (e) work related to civil judgments; and
- (f) work related to all civil department indexing.

In the event of a change in Court terminology resulting from legislation, a change in Court operations, etc., this list will be modified accordingly. Scheduling will continue to be handled in the same manner as it has been handled prior to the effective date of this Agreement.

## ARTICLE 11

### WAGES

The base wages for employees as they existed on June 30, 1990, will be increased as follows:

July 1, 1990	5.0% increase
July 1, 1991	5.0% increase
July 1, 1992	4.0% increase

Attached to this Agreement as Appendix A is a schedule showing the classification and wage rates of the employees covered by this Agreement for its duration.

The 5.0% increase in base wages effective July 1, 1990, will be paid to employees on a retroactive basis.

## ARTICLE 12

### NEW, CHANGED, AND ELIMINATED JOB CLASSIFICATIONS

Section 1. The Employer may establish new job classifications, change the job duties of existing job classifications, and eliminate job classifications. The Union is entitled to negotiate wage rates for new job classifications and job classifications in which the duties are substantially changed.

Section 2. When creating a new job classification, the Employer will negotiate with the Union concerning its inclusion in the bargaining unit. If the parties cannot agree, either party may utilize the MERC procedures for resolving the dispute.

Section 3. If the Employer acquires new equipment (e.g., computers) which causes the displacement and layoff of an employee, and if the new equipment is to be operated by a member of the bargaining unit, the following procedures will apply:

The Employer will train the displaced employee to operate the new equipment, provided that the training can be completed within a reasonable period of time. If the displaced employee declines the training or fails to successfully complete the training within a reasonable time, the employee will be laid off and the position will be filled in accordance with the applicable provisions of this Agreement.

If the acquisition of new equipment does not result in the displacement of a bargaining unit employee, the applicable provisions of this Agreement will apply (e.g., if new equipment results in the creation of a new or substantially changed job classification, the provisions of Sections 1 and 2 of this article will apply).

Section 4. The job classifications listed in "Appendix A" of this Agreement are primarily for the purpose of defining wage rates. Also, the job duties of some classifications overlap. All employees are required to perform whatever work is assigned to them, regardless of the type of work the employee usually performs. The Employer, however, agrees that it will not use this section to circumvent any other provisions of this Agreement.

Section 5. All disputes arising regarding the interpretation or implementation of this Article will be subject to the grievance procedure except disputes regarding the inclusion of new positions within the existing bargaining unit represented by the Union as described in Section 2.

## ARTICLE 13

### GRIEVANCE PROCEDURE

Section 1. All grievances arising under and during the term of this Agreement shall be resolved in accordance with the procedure provided in this Article. A grievance is defined as a claim of a violation of a specific provision or provisions of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

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

**Step 1:** A conference shall be held between the aggrieved employee and the immediate supervisor within five (5) working days after the employee knows or should reasonably know of the facts constituting the alleged grievance. The aggrieved employee may request that the steward be present at this conference.

**Step 2:** If a potential grievance cannot be resolved at the Step 1 conference, a conference between the aggrieved employee, steward and the Court Administrator (or a designee) may be requested within five (5) working days after the Step 1 conference. A Union staff person may attend this meeting, if requested by the Union.

**Step 3:** If the Step 2 conference does not settle the grievance, the Union shall reduce the grievance to writing within five (5) working days of the conclusion of the Step 2 conference and provide a copy to the Court Administrator. The Court Administrator shall provide a written response to the grievance within five (5) working days after it is received. If the written grievance or response raises new issues or defenses which had not been discussed at the Step 2 conference, either the Union or Employer may request that the Step 2 conference be reconvened.

**Step 4:** If a grievance is not settled by the conclusion of the third step, the Union may give written notice to the Employer within thirty (30) calendar days of receipt of the Employers response of its appeal of the grievance to arbitration. Failure of the Union to appeal to arbitration shall mean that the grievance has been withdrawn by the Union.

Section 3. In carrying out the provisions for the processing of grievances, an employee and the employee's steward may have to be off the job without loss of pay for the presentation or discussion of a grievance. No employee or steward shall leave work for any grievance processing purpose without first obtaining permission to do so from their immediate supervisor. If, in the supervisor's judgment, the nature of the employee's work requires that it be covered by another employee, the supervisor shall arrange for a replacement employee as promptly as is reasonably possible under the circumstances, but within the grievance procedure time limits that may be applicable. Any grievance meeting in which a supervisor is involved will be scheduled by the supervisor at a time likely to cause the least disruption of the work of the employees involved in the meeting. It is the mutual goal of the parties to achieve the prompt processing and fair disposition of grievances with a minimum loss of work time by the representatives of both parties.

Requests for monetary relief such as back pay shall be limited to the amount of wages the employee would have earned, less any amount received from other employment or unemployment compensation. In no event, however, shall monetary relief be awarded for any period of time which is more than thirty (30) days before the grievance was filed.

Time limits in the grievance procedure will be strictly observed, although any time limit may be mutually extended by the parties if it is in writing. The term "working days" shall refer to Monday through Friday and shall exclude Saturdays, Sundays, and holidays.

The withdrawal, settlement, or granting of grievances by either the Union or the Employer shall be without prejudice to either party. Evidence of withdrawals, settlements, and the granting of grievances may not be submitted in future arbitration cases between the parties.

Section 4. If notice of appeal to arbitration is given, the parties will assign an arbitrator from the following panel of arbitrators that has been selected by the parties:

Richard Kanner

William P. Daniel

George Roumell

If an arbitrator becomes unavailable or unacceptable to either party, the parties will substitute a mutually acceptable alternate. The arbitrators from the panel shall be assigned cases in a rotating order established by blind draw. The arbitrator who is scheduled for a grievance hearing shall be notified by joint letter signed by a representative of the Employer and a representative of the Union requesting available dates on which to conduct the arbitration

hearing. Nothing in this section precludes the Employer and Union from mutually agreeing on the selection of an arbitrator who is not listed above.

Section 5. Arbitration under this Agreement shall be subject to the following provisions:

(a) The arbitrator shall be empowered to rule only on those grievances which allege a misinterpretation or misapplication of this Agreement;

(b) The arbitrator shall not add to, detract from, ignore, or modify any of the terms of this Agreement;

(c) The charge of the arbitrator for all fees and expenses shall be borne equally by the parties, regardless of outcome;

(d) Only one grievance shall be presented to an arbitrator in any hearing, unless the parties mutually agree to combine similar grievances before the same arbitrator;

(e) The arbitrator shall be bound by and function in accordance with the Labor Arbitration Rules of the American Arbitration Association, as amended; AND

(f) The decision of an arbitrator who has properly taken jurisdiction of a grievance shall be final, binding, and not subject to review or appeal.

## ARTICLE 14

### DISCIPLINARY ACTION

Section 1. The Employer may discipline or discharge an employee for just cause and in conformance with disciplinary rules and regulations which the Employer may adopt from time to time. The Employer retains the right to change its disciplinary rules and regulations, provided that the Union is given an opportunity to review and comment upon any changes before they become effective for employees.

The Employer will use discipline by progression where feasible, i.e., oral warning, written warning, suspension without pay, and discharge. The parties recognize, however, that some violations are serious enough to result in discharge or suspension for a first offense. If an offense is serious, the Employer has the right to discharge or suspend an employee without pay even if the employee has not committed a prior offense.

Section 2. If disciplinary action involves the suspension or discharge of an employee, the Employer representative imposing the disciplinary action shall advise the employee of the right to have the steward present if desired or, in the steward's absence, another Union representative if one is on the premises.

At any meeting between the Court Administrator (or Assistant Administrator) and an employee which will or may result in discipline of the employee, the employee shall have the right to request the presence of a Union representative. If such a request is made, the Employer may cancel the meeting or reschedule it in order to enable a representative to be present. The role of the Union representative in a disciplinary interrogation or meeting is to advise and counsel the employee and not to interfere with the discussion or act as spokesperson for the employee. The Employer is free to insist upon hearing an employee's own version of an incident under investigation.

**Section 3.** If disciplinary action is taken, the employee being disciplined will be given a written statement describing the nature of the offense, the penalty being imposed, and the date and time the disciplinary action will become effective. The steward will also be given a copy of the statement. The statement will be signed by the Employer representative who gives the disciplinary action.

If the Employer considers discharge the appropriate action for an employee's misconduct, the employee may be suspended without pay until the matter is investigated. The investigation shall be completed and a decision made by the Employer within one (1) week of the date of suspension. The Union will be advised of the decision. Any employee charged with a work-related crime or crimes will be suspended without pay pending final resolution of the criminal charge.

**Section 4.** If an employee grieves a disciplinary action, the grievance shall be reduced to writing and filed at Step Three (3) of the grievance procedure within five (5) working days following receipt of the statement of discipline.

**Section 5.** If an employee who is disciplined fails to file a grievance within the time specified above, or if the employee is found to have been properly disciplined after completion of Step Three (3) of the grievance procedure, the discipline may be imposed immediately without prejudice to the employee's right to appeal the discipline. The Employer retains the right to elect to defer imposition of the discipline until after the final resolution of the matter through the grievance procedure.

**Section 6.** If it is found that the employee should not have been disciplined, or that the penalty assessed is too severe, the employee's grievance shall be considered settled as determined by the Employer and the Union at the Step Three (3) meeting, and the employee's payroll and personnel record shall be adjusted accordingly.

**Section 7.** If the Employer and the Union are unable to agree upon a disposition of the discipline at the Step Three (3) conference, the Union may appeal the grievance to arbitration.

Section 8. An employee is required to acknowledge receipt of a written warning or other statement of discipline. The employee's signature, however, does not constitute agreement with the charge or penalty.

Section 9. The Bullard-Plawecki Employee Right to Know Act shall govern the use, dissemination, and time limits for retaining disciplinary actions, reports, and investigations. Alleged violations of the Bullard-Plawecki Employee Right to Know Act by the Employer are not subject to the grievance procedure but may be enforced under the terms of that Act. Any discipline which is more than twelve (12) months old, however, will not be considered by the Employer for purpose of progressive discipline if the employee has received no subsequent written discipline during the twelve (12) month period.

## ARTICLE 15

### STRIKES AND WORK INTERRUPTIONS

Section 1. The services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that during the term of this Agreement, there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the service of the Employer.

Section 2. The Employer may, at its option, discipline or discharge any or all employees violating any provision of Section 1 of this Article.

Section 3. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees.

## ARTICLE 16

### SENIORITY

Section 1. Definition. Seniority as defined by this Article shall apply only to full-time employees who have completed the probationary period. City-wide seniority for employees governed by this Agreement shall be defined as the period of employment with the City of Lansing since the employee's last date of hire. 54-A



District Court seniority for the employees covered by this Agreement shall be defined as the period of employment with the 54-A District Court since the employee's last date of hire.

**Section 2. Seniority Lists.** The Employer shall furnish the Union with a list of the employees arranged in order of their seniority by date of hire by the City of Lansing and date of hire by the 54-A District Court.

**Section 3. Probationary Employees.** All employees shall be considered to be on probation, and shall have no seniority, until they have been employed continuously for four (4) months following the first day of work for the Employer. During this period the Employer may terminate the employment of these employees without regard to this Agreement.

The Employer shall have no obligation to reemploy employees who are terminated during their probationary period.

**Section 4. Seniority Status.** Upon completion of the probationary period, employees shall acquire seniority and shall be placed upon the seniority list with a date to coincide with their date of last hire.

When any two (2) or more employees have the same seniority date, their seniority shall be determined by lot.

**Section 5. Seniority Rights.** City-wide seniority shall be recognized for determining vacation earned time and pay, longevity pay, insurance and pension benefits. 54-A District Court seniority shall be recognized for determining layoff, recall, job upgrading, promotions and bidding of vacant or new positions.

**Section 6. Steward Seniority.** One steward shall have preferential seniority within the steward's job classification for purposes of layoff and recall during the steward's term of office, provided that there is work available which the steward has the skill and ability to perform in a satisfactory manner. If the steward's classification is eliminated, the steward shall exercise normal bumping rights, except that the steward will perform the lowest paid job in the bargaining unit rather than being laid off.

**Section 7. Loss of Seniority.** An employee covered by this Agreement shall lose seniority and be removed from the seniority list in the event the employee:

- A. Is discharged for just cause and the discharge is not set aside or reduced to a suspension;
- B. Retires;
- C. Voluntarily resigns;



- D. Is laid off for a period of two (2) years or the length of the employee's seniority, whichever is less.
- E. Accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or becomes self-employed for the purpose of making a profit, during the leave of absence;
- F. Fails to report for work on the first working day after expiration of a leave of absence;
- G. Fails to report for work within three (3) working days after being notified to do so in person, by telephone, by telegram, or by certified or registered mail sent to the address of record with the Employer; provided that, in the case of notice given in person or by telephone to the employee, the Employer shall promptly notify the Union in writing that it has given such notice;
- H. Is absent from work without permission for three (3) consecutive scheduled work days; or
- I. Is on sick leave of absence for a period of two (2) years, or the length of his seniority, whichever is greater.

**Section 8. Exceptions to Above Rules.** An employee whose name is removed from the seniority list for any of the reasons except "A" above, shall be considered to have resigned, subject only to the following exception:

If an employee falls within situation "F," "G," or "H," and the failure to report or the absence from work is on account of illness or injury or other serious reason beyond the employee's control, the employee may retain seniority if the Employer is notified of the reason by certified mail, by telegram, or by personal telephone call to the Clerk of the Court, before the expiration of the one (1) or three (3) day period in the case of "F," or "G," or before the end of the scheduled shift on the third (3rd) working day in the case of "H."

The Employer may require substantiation of the reason by an employee under which the exception is claimed. If the reason is not substantiated upon such request to the satisfaction of the Employer, and the Employer determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the Employer through the grievance procedure.

ARTICLE 17

APPLICATION OF SENIORITY

Section 1. Layoffs, Bumping and Recall.

A. Layoffs. The following procedure will be observed in layoffs:

- (1) An employee who is performing an eliminated job or work will be laid off, regardless of seniority; and
- (2) The employee and Union will be given two (2) weeks advance notice, where such notice is reasonably possible.

B. Bumping. A laid off employee who has completed the probationary period may bump subject to the following procedures:

- (1) The laid off employee may bump the most junior employee in any classification, if the laid off employee has greater seniority (except that probation officers may not bump into clerk positions, nor may clerks bump into probation officer positions);
- (2) The employee who bumps must be able to satisfactorily perform all the duties of the job within the first five (5) days on the job;
- (3) An employee may bump only once, and if unable to perform the job, the employee will be laid off (this does not apply to a subsequent layoff of that employee, in which event the procedure will start over again for that employee); and
- (4) Any employee who has been displaced by being bumped will be treated as having been laid off, and will be subject to the provisions set forth in this section.

C. Recall. Laid off bargaining unit employees with seniority will be recalled as follows:

- (1) Employees will be recalled in order of seniority within their classification, provided that the employee has the skill and ability to perform the work to be done;
- (2) An employee who was laid off and then successfully bumped into another job will retain recall rights to the previous job for six (6) months;

(3) Notice of recall will be given by telephone or telegram first, and then by certified or registered mail. It is the employee's responsibility to keep the Employer informed of their current address and telephone number at all times.

D. If the Union requests, the Employer will meet with the Union to discuss and review layoff, bumping and recall situations which may arise or be contemplated during the life of this Agreement.

**Section 2. Promotions, Transfers and Posting of Job Vacancies.**

A. Whenever a vacancy in the bargaining unit occurs, the Employer will post a notice on the bulletin boards of the vacancy for three (3) workdays. The job posting shall specify the job classification, the shift and hours of work, and the qualifications expected of the applicant. To be eligible to bid, employees must have worked at least six (6) months in their present position (this may be waived by mutual agreement).

B. An employee with the necessary qualification may file a written bid for a job classification.

C. In the event that two (2) or more employees are qualified to bid on the same position, the position shall be awarded to the most qualified employee, taking into account seniority, skills, ability, experience, and past performance. When all other conditions are equal, seniority will prevail. The Employer retains the right to hire a new employee from outside the Court, unless current employees have qualifications which are relatively equal to those of the proposed new employee.

D. If a vacant position is awarded to an employee who holds the same job classification and who worked in the same section of the court as the vacant position, the Employer is not required to repost the new vacancy, so long as the new vacancy is filled with the next most qualified person who submitted a written bid. Alternatively, the Employer may elect to post the new vacant position and reopen the bidding process.

E. Any senior employee who bids for a vacancy and who is not considered qualified, shall be given a written explanation of the reasons for the disqualification. If the explanation is arbitrary or without foundation, the employee may grieve the action.

F. Vacancies shall mean full-time and part-time openings resulting from newly-created jobs or openings caused by the discharge, resignation, retirement, death or permanent transfer of an employee, or any other positionS agreed to by the Employer and the Union as a vacancy.

Nothing in this Article shall be construed as limiting the right of the Employer to determine the number of employees required in each classification, nor shall it be construed as limiting the Employer's right to determine whether or not the vacancy will be filled.

G. When an employee successfully bids on a higher rated or the same job, the pay rate shall be the higher of the present rate or the starting rate on the new job, beginning on the Monday following the day the employee is transferred to the new job. If the employee remains at the present pay rate, the employee shall be eligible for whatever increases apply to the new job, the same as if the employee had begun at the starting rate of the new job and already progressed to that rate. When an employee is accepted for bid on a lower rated job, the pay rate shall be the lower of the present rate or the top rate on the new job, beginning the Monday following the day the employee transferred to the new job. If the employee remains at this present rate, the employee shall be eligible for whatever increases apply to the new job, the same as if the employee had begun at the starting rate of the new job and already progressed to that rate.

During the first four (4) weeks on the new job, a successful bidder may elect to return to the former job, or the Employer may transfer the employee back to the former job. If the employee is transferred back to the former job, the employee may grieve this action. If the job is vacated during this period, the Employer may, at its option, select another bidder from the posting, or it may repost the job.

H. Employees shall be ineligible to bid for six (6) months after a successful transfer to a bid job, unless the Employer and Union mutually agree to allow the bid.

I. Newly hired employees will begin at the starting rate of the classification (unless the Employer agrees to credit the new employee with some or all prior experience). For wage progression, Court seniority dates will be used. City seniority dates are used for fringe benefit eligibility.

## ARTICLE 18

### UNPAID LEAVE OF ABSENCE

Section 1. Personal Business Leave. An employee may make written application for a leave of absence for a period of up to one (1) calendar month for personal reasons of a compelling nature which shall be disclosed in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for an additional period or periods, up to a total period of six (6) calendar months. After the initial leave period expires, seniority shall be retained, but it shall not be accumulated during extensions.

Section 2. Sick Leave. An employee who is unable to work due to illness, injury, or other disability will be granted sick leave of absence for a period of up to two (2) years. Seniority will be retained and accumulated during the first twelve (12) months of a sick leave of absence.

An employee applying for or returning from sick leave of absence may be required by the Employer to furnish a statement from a physician or psychologist approving the return to work.

Section 3. Maternity Leave of Absence. Employees who are unable to work due to pregnancy or childbirth, shall be entitled to all of the rights of other disabled employees under this Article and applicable articles regarding paid sick leave.

Section 4. Short Term Union Leave. Leaves of absence without pay not to exceed two (2) days shall be granted to attend Union educational seminars. In addition, one (1) employee will be excused without pay to attend the Union International Convention, if requested. The Union shall give sufficient notice of an intended leave of absence to allow the Employer to cover the employee's absence without disruption of its operations.

Section 5. Military Service Leave. Leaves of absence for employees during the period of military service with the Armed Forces of the United States and the employee's reinstatement will be governed by applicable state or federal law.

Section 6. Leaves of Absence - General. All requests for a leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

An employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Employer about maintaining employee group life insurance and hospitalization and surgical insurance during this period at the employee's own expense. All leaves of absence must be approved by an employee's supervisor and cleared through the Personnel Office. Unless otherwise stated in this Agreement, seniority shall continue to accumulate during all leaves of absence and authorized extensions. Employees shall be returned to their former classification and shift upon return from an approved leave of absence, as long as their seniority allows, unless the parties otherwise mutually agree. Where a leave of absence exceeds six (6) months, and the employee cannot be returned to the previous position, the employee will be returned to a comparable position for which the employee is qualified.

## ARTICLE 19

### HOURS OF WORK

Section 1. A normal workweek will consist of forty (40) hours, broken down into five (5) workdays of eight (8) hours duration, Monday through Friday. Employees shall also receive a one (1) hour unpaid lunch each workday. The wage rates set forth in "Appendix A" apply to a normal workweek as defined in this section.

Section 2. Time worked in excess of eight (8) hours in a day, or forty (40) hours in a week, and time worked on a holiday recognized in this Agreement (in addition to the holiday pay received by the employee) will be compensated at the rate of one and one-half (1½) times the employee's hourly rate of pay. Alternately, the employee may be eligible for compensatory time as described in Section 7 of this Article. The calculation and payment of overtime will be in accordance with the Fair Labor Standards Act and interpretive regulations issued by the federal government.

Section 3. For the purpose of determining whether overtime pay is due, all paid holidays and all paid leave time during a week shall be treated as time worked. In no case, however, shall an employee be paid at the overtime rate for time not actually worked.

Section 4. Employees may take a break not to exceed fifteen (15) minutes each in the first half and the second half of their regular shift. Breaks shall be scheduled by the immediate supervisor. Until the Employer is able to provide a break room, employees are allowed to leave the building so long as they stay in the immediate vicinity and do not exceed the fifteen (15) minute time limitation.

Section 5. Overtime payment will not be pyramided with holiday pay, other paid leave time, or any other premium pay to which employees may be entitled. Full-time employees are entitled to work a forty (40) hour workweek, and any overtime worked during a workweek will not reduce the Employer's obligation to provide forty (40) regular hours of work in a week unless the employee and Employer mutually agree.

Section 6. Employees who are called in or who are permitted to come to work outside of their normal schedule without having been notified that the assigned work cannot be performed may, at the Employer's discretion, be allowed to leave or be assigned to work on any bargaining unit job to which the Employer may assign them.

If an employee is offered and accepts work, the employee shall be paid a minimum of three (3) hours pay at the applicable rate of pay. If the employee is offered work and declines the offer, the Employer shall have no liability to the employee for any amount of call-in pay. If no work is offered by the Employer, the employee will be paid for three (3) hours at the applicable rate.

The Employer shall have no liability for call-in pay to an employee or any responsibility to offer the employee work if the employee was absent when notice of lack of work was given or attempted to be given. Absent employees are responsible for verifying the continued call-in requirement during the time they are absent. The Employer retains the right to notify employees not to report to work by calling the employee's telephone number on file with the Employer or by means of radio or television announcement when an act of God or other unforeseen problem (e.g., building closure) causes work to be cancelled for large numbers of employees.

Call-in pay is not due when employees are not able to work because they are on sick leave, vacation leave, personal business, excused absence, or in case the Employer's premises are not accessible through no fault of the Employer.

Section 7. An employee may elect to be compensated for overtime by receiving one (1) hour of compensatory time for each hour of overtime worked plus one-half (½) hour of pay at the employee's regular hourly rate for each hour of overtime. The payment of overtime and compensatory time, as well as its accrual, use, and computation, shall be governed by the Fair Labor Standards Act and the regulations issued by the federal government interpreting that law. No deputy clerk will be allowed to accrue more than forty (40) hours of compensatory time. No probation officer will be allowed to accrue more than eighty (80) hours of compensatory time. All accrued compensatory time must be used by employees prior to retirement.

Section 8. Employees who are required by the Employer to be on call for Saturday arraignments will receive two (2) hours of overtime pay if they are not required to come to work. Employees who are on call are required to remain available until 10:30 a.m. Any employee who is on call and who is required to report for work shall receive at least four (4) hours of overtime pay instead of two (2) hours. This four (4) hours of overtime pay shall cover the period until 12:00 noon. Work performed after 12:00 noon will be compensated at the overtime rate on the basis of time actually worked.

Section 9. The Employer may schedule employees to work reasonable amounts of overtime. The Employer will endeavor, whenever possible, to schedule overtime only to those employees who request it with the goal of equalizing overtime assignments as much as possible.

Section 10. If an employee is assigned to perform the duties of another job classification for five (5) or more consecutive workdays while the employee who usually fills that classification is absent, and if the classification to which the employee is temporarily assigned is at least two (2) pay grades higher than the employee's regular classification, the employee will be paid the higher of: (a) the Employer's regular rate of pay; or (b) the rate of pay which the employee would receive if promoted to the assigned classification.



Section 11. The Employer retains the absolute right to establish starting and quitting times and lunch hours for employees. An employee may request the Employer to alter a starting time or lunch hour, however, to facilitate the employee's personal schedule on a specified day. The Employer will endeavor to honor all reasonable requests whenever attendance levels and work loads would permit an isolated schedule change. No employee is guaranteed a right to a schedule change by this section, and a denial of a requested change is not grievable. If the Union believes that this section is being administered unfairly, it may nullify this provision by giving the Employer written notice ten (10) working days in advance.

## ARTICLE 20

### VACATION LEAVE

A. Eligibility and Allowances. Regular full-time employees shall be eligible for paid vacation leave as follows:

<u>Seniority</u>	<u>Paid Vacation</u>
1 to 5 years	10 workdays

Employees will earn one (1) additional day for each year of additional full-time service, not to exceed a maximum vacation leave of 20 workdays. Vacation leave will be accrued and available for use on a monthly basis after one (1) year of employment. Employees whose vacation period includes an authorized holiday may elect to have equivalent time added to their vacation period. No vacation leave will be accrued by an employee during an unpaid leave of absence.

B. Scheduling. Vacations will be scheduled at a time mutually agreeable to the employee and the Employer at such time(s) as will least interfere with the efficient operation of the Employer and with due regard for the expressed preference of the employee. Vacation time must be initialed by the employee's supervisor.

Employees may not take vacation leave which has not yet been earned. Employees may carry over a maximum of ten (10) vacation days from the previous year.

An employee who desires to take one (1) or two (2) days off at a time may do so. Employees may also take partial days of vacation in increments of whole hours with the prior approval of the Clerk of the Court.

If two (2) or more employees request the same overlapping vacation period, and each request cannot be rescheduled consistent with the Employer's performance of its service, the choice of a vacation period shall be granted in seniority order of the employees involved if they are requested six (6) months in advance of the vacation time. Vacation requests made after the six (6) month deadline shall be granted on a first come, first served basis



as follows: vacation requests will be posted on the vacation schedule; senior employees may bump junior employees during the one (1) week period following the posting. After a vacation has been posted for a week, without being bumped, no other employee may be allowed to bump that vacation.

Vacation schedules will be posted. Requests for vacation time must be in writing and made at least one (1) month in advance, if the request is for one (1) week or more of vacation time, including weeks when holidays occur. Requests for less than one (1) week of vacation (i.e., in days or partial days), must be made at least one (1) week in advance unless good cause is shown for the lack of proper notice.

C. Payment. Vacation pay shall be computed at the employee's regular, straight-time rate of pay at the time the vacation is taken.

If an employee leaves the Employer's service before completing one (1) full year of service, no accrued vacation will be allowed. An employee who has served one (1) year or more shall be paid for any accrued vacation due upon leaving the Employer's service, at the regular straight-time rate of pay during the employee's pay period of active service for the Employer.

D. An employee's anniversary date will be used for vacation eligibility purposes.

## ARTICLE 21

### HOLIDAYS

On the following holidays, employees shall be entitled to eight (8) hours paid absence from work at their regular rate of pay:

- (1) New Year's Day, January 1;
- (2) Martin Luther King, Jr. Day, third Monday in January;
- (3) Lincoln's Birthday, February 12;
- (4) President's Day, third Monday in February;
- (5) Memorial Day, last Monday in May;
- (6) Independence Day, July 4;
- (7) Labor Day, first Monday in September;
- (8) Columbus Day, second Monday in October;
- (9) Veteran's Day, November 11;
- (10) Thanksgiving Day, fourth Thursday in November;
- (11) Friday after Thanksgiving;

- (12) Christmas Eve, December 24;
- (13) Christmas Day, December 25; and
- (14) New Year's Eve, December 31.

Whenever a holiday celebrated on a date certain falls on a Saturday, the preceding Friday shall be a holiday. Whenever a holiday celebrated on a certain date falls on a Sunday, the following Monday shall be a holiday. Christmas Eve and New Year's Eve, when falling on or before a weekend, will be celebrated as required by the administrative rules of the Supreme Court, or, if no requirement exists, to coincide with the date other municipal employees have off.

## ARTICLE 22

### PERSONAL LEAVE

Employees shall be entitled to time off with pay for three (3) personal leave days each calendar year, provided that they submit a written request to the Employer not less than one (1) week prior to the requested leave day (the one (1) week notice requirement will be waived in cases of emergency).

Employees hired before May 1 in any calendar year are only eligible for two (2) days until the January 1 following their hire date. Employees hired between May 1 and August 31 are eligible for one (1) personal leave day until the following January 1. Employees hired on or after September 1 are not entitled to personal leave days until the following January 1.

Probationary employees who wish to use personal leave time during their probationary period may do so if they provide a justifiable reason which is acceptable to the Court Administrator.

## ARTICLE 23

### MILITARY RESERVE PAY SUPPLEMENT

The Employer will pay an employee the difference, if any, between pay received while on full-time active duty with the Armed Forces Reserve or the National Guard and the pay the employee would have received if the employee worked the scheduled hours during this time for up to ten (10) workdays each calendar year. The employee must give the Employer prompt notice of scheduled periods of duty and provide evidence of the performance of that duty and of the payment received for it.

## ARTICLE 24

### PAID BEREAVEMENT TIME

When a member of an employee's immediate family dies, the employee shall be granted a leave of absence to make funeral arrangements, attend the funeral, etc., for a period of time which is appropriate to the circumstances involved (such as for out-of-town travel). The employee shall be paid for up to five (5) scheduled workdays in that period. Immediate family shall be defined as: spouse, child and parent. Three (3) days paid bereavement leave shall be granted for child-by-law, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchild, or household member of at least six (6) months' duration. Additional time may be charged against paid sick days (current year's sick days must be used first), if needed for the above or for bereavement of persons not listed. The Employer may require verification of the death or of the relationship of the employee to the deceased, at its discretion, following the leave and before making payments for the bereavement time. The Employer may withhold payment if the employee did not make prompt request for leave prior to taking the time off, so that the employee's work could be covered during the absence. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of the employee's family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

## ARTICLE 25

### JURY DUTY OR WITNESS PAY SUPPLEMENT

While performing required jury duty service or serving as a witness as a result of being served with a subpoena, employees shall be paid as if they had worked their scheduled shift during the period of jury duty or witness service, provided that they give the Court Administrator prompt notice of their call for jury duty or witness service and remit to the Employer all jury or witness fee payments.

## ARTICLE 26

### LONGEVITY PAYMENT

Following completion of five (5) years of continuous, full-time service computed from their seniority date by October 1 of any year of the term of this Agreement, and continuing in subsequent years of service, employees shall receive annual longevity bonuses as follows:

<u>Service</u>	<u>Annual Bonus</u>
5 to 9+ years	2% of annual earnings

10 to 14+ years	4% of annual earnings
15 to 19+ years	6% of annual earnings
20 years or more	8% of annual earnings

An employee who retires on a service or disability retirement shall be paid a pro rata longevity bonus based on the number of calendar months of full-time service credited to the employee from the preceding October 1 to the date of retirement. The bonus rate, however, shall be calculated on the basis of complete years of service as of the date of retirement.

For purposes of computing the longevity bonus, an employee's annual earnings shall be the regular hourly wage rate received in the first regularly scheduled pay period of the Employer's fiscal year in which the longevity bonus is due, multiplied by the employee's regular hours during the longevity bonus year, but will not include overtime pay. No longevity bonus shall be paid for that portion of an employee's annual earnings in excess of \$17,000.00. Effective October 1, 1991, no longevity payment shall be made for that portion of an employee's annual earnings which is in excess of \$18,000.00. Effective October 1, 1992, no longevity payment shall be made for that portion of an employee's annual earning which is in excess of \$20,000.00.

Payment of longevity bonuses to employees who become eligible by October 1 of any year shall be due the subsequent December 1, except that employees whose service with the Employer terminates for any reason between October 1 and December 1 of any year shall be paid an appropriate longevity bonus upon termination of their employment.

## ARTICLE 27

### SICK LEAVE - GENERAL

During a period of absence from work due to illness, injury, or disability, an employee will be paid from sick leave credit as described in this Agreement.

Employees who miss work due to illness, injury, or disability must notify their supervisor as promptly as is practicable under the circumstances but, in any event, not later than one(1) hour after their starting time. Failure to do so may result in denial of a claim for paid sick leave.

Employees' sick leave credits may be used to cover the "waiting period" under the Worker's Compensation Act and to make up the difference between Worker's Compensation payments and their regular wage.

The Employer may require a doctor's excuse to confirm the reason for an absence from work for which an employee desires to use sick leave credits if the absence occurs the day before or after a holiday, the day before

or after a vacation period, or the day before or after a scheduled day. If an excuse is requested of an employee but not provided for a day before or after a holiday, the Employer may deny the employee pay for the holiday.

## ARTICLE 28

### SICK LEAVE ACCRUAL

Section 1. Every full-time regular employee with at least six (6) months of service shall accrue sick leave with pay at the rate of nine (9) days in each calendar year of employment. Once a newly hired employee attains six (6) months of service, the employee shall receive sick time on a pro rata basis, computed upon the amount of the year remaining between the employee's attainment of six (6) months of service and the last day of the calendar year. This pro rata amount, however, shall be placed in the employee's sick leave bank immediately upon the attainment of six (6) months of service. Thereafter, the employee will be credited with nine (9) sick leave days on January 1 of each year.

Section 2. Each eligible employee shall be entitled to either accumulate and carry forward all paid sick leave credits not used during the preceding twelve months or to convert the unused credits into a year-end bonus. Allowing employees to cash out unused sick leave is granted as recognition that the Employer benefits by the uninterrupted service of employees. Employees are, however, encouraged to accumulate sick leave credits for their own protection in the case of extended illness or injury rather than request cash bonuses. Employees who elect to receive compensation for their unused sick leave on or before the date specified in the next section are required to carry over at least three (3) full days of sick leave into the following year.

Section 3. Requests for bonus payments shall be made to the Employer in writing no later than December 1 of each calendar year. The request must be signed by the employee. There will be only one (1) bonus payment date in December of each calendar year.

Section 4. When an employee's employment is terminated for any reason, a supplemental check shall be issued for all unused sick leave credits which have been earned since January 1, 1980. Unused credits attributable to the year in which the employment is terminated shall automatically lapse unless the termination is the result of retirement. In the case of retirement, proportionate credit for unused sick days will be given at the rate of one (1) sick day per month up to a maximum of nine (9) days.

Section 5. Unused sick leave credits accumulated by employees before January 1, 1980, when the maximum accumulation of one hundred fifty (150) sick days was allowed, shall remain credited to the accounts of those employees. These credits may be used in succeeding years only after an employee has used all sick leave

earned in that calendar year. Upon retirement, these employees will be paid for remaining sick leave credits earned before January 1, 1980, at the rate of fifty (50%) percent.

Section 6. Additionally, an employee can earn up to three (3) days of bonus time off by limiting the use of sick time, according to the following scale:

<u>Hours Used</u>	<u>Bonus Hours Earned</u>
0	24
8	24
16	16
24	8
32+	0

Bonus time will be reduced hour for hour for all unpaid lost time an employee has during the year in which the bonus time was earned.

Use of bonus time will be scheduled according to the same guidelines as vacation time. The advance notice requirements for all use of vacation, compensatory, and bonus time will be strictly enforced.

Section 7. Sick leave is intended for use by employees who are unable to report to work due to their illness or injury. Sick leave may also be used when a relative in the employee's immediate household has an illness or injury which requires the employee's presence during a regular work shift. The Employer may require medical verification from an employee before authorizing payment for sick leave if the Employer reasonably believes that an employee is violating this section or abusing sick leave. An employee who claims sick leave in violation of this section or who fails to provide the requested medical verification shall lose that time and may not use other leave credits to make up for the lost time. Employees who give false reasons for using sick leave credits may be subjected to discipline in addition to being denied payment for the time taken off from work. An employee who disagrees with the Employer's decision may grieve it under the grievance procedure in this Agreement.

## ARTICLE 29

### INSURANCES

Section 1. Medical Insurance. The Employer will provide the same Blue Cross/Blue Shield insurance coverage to employees, including the option to have Health Central or Physicians Health Plan (PHP) coverage, as the City of Lansing provides to employees in the bargaining units represented by the Union. Employees will also be subject to the same requirements, conditions, mandatory provisions, and coverage for family members as those City of Lansing employees.

If an employee chooses optional medical coverage, the Employer is not obligated to pay a premium on the employee's behalf which exceeds that which would be paid if the employee elected standard health insurance coverage provided through Blue Cross/Blue Shield. The Employer's commitment to pay this amount is its sole obligation with regard to optional coverage.

The City of Lansing shall establish a new Health Care Plan (herein referred to as "Plan D") which provides the same coverages as the current Blue Cross/Blue Shield Plan. Plan D, however, will have a limited provider panel. This plan shall be Employer paid. Employees hired after the ratification of this Agreement may choose any of the other health care plans provided by the City, but must pay the premium differential to Plan D.

Employees hired before the ratification of this Agreement shall have the options of the current health coverages or Plan D. Cost differential for PHP and Health Central shall be compared to Blue Cross/Blue Shield as a baseline. Blue Cross/Blue Shield has no deduction for the employees.

any employee who was hired prior to ratification of this Agreement and who chooses Plan D shall subsequently have Plan D as their baseline for premium computation, if they afterwards choose to select one of the other plans.

The employee shall be responsible for any cost differential between their applicable computation baseline and their chosen plan, through payroll deduction.

All prescription drugs shall be covered under a PPO Rider.

**Section 2. Life Insurance.** The Employer will provide life insurance coverage to employees in the face amount of \$50,000.00 at its expense and will make available optional coverage for spouses and children at the employee's expense. The coverages provided by the Employer will be the same as that provided by the City of Lansing to employees and dependents in the bargaining unit represented by the Union.

**Section 3. Sick and Accident Insurance.** The Employer will provide weekly sickness and accident insurance for full-time employees on the following basis: After the 10th workday (including holidays) after an accident or illness commences, the employee is entitled to 50% of salary for up to 26 weeks. After the 10th workday of illness or accident, the employee is not required to use sick leave, compensatory time, or vacation time to qualify for accident and sickness insurance benefits. During these 10 days, however, the employee must be absent from work because of illness or accident. An employee should use sick leave first during the first 10 workdays of absence; if the employee has no sick leave or runs out of sick leave during the first 10 workdays of absence, however, the employee may use vacation time or compensatory time during the absence and still qualify to obtain sickness and accident insurance benefits after 10 days of absence. Sickness and accident insurance benefits



provided through an insurance plan paid for by the Employer shall be paid to the employee regardless of any other insurance coverage that the employee may have or other compensation received by the employee. Upon qualifying for accident and sickness insurance benefits at 50% of salary, an employee may use sick leave credits, compensatory time, or vacation time to make up the other 50% of salary. Insurance disputes are not subject to the contractual grievance procedure, but are governed by the insurance contract.

**Section 4. Dental Insurance.** The Employer shall provide employees with the same dental insurance coverage as the City of Lansing provides to employees in the bargaining units represented by the Union, including the extent, terms, and conditions of coverage and availability of coverage to dependents.

**Section 5. Workers Compensation.** As required by Michigan law, the Employer will provide workers' compensation coverage for each employee covered by this Agreement at its sole expense. An employee who leaves work as the result of incurring a compensable injury shall receive pay at the applicable hourly rate for the balance of the regular shift on that day.

## ARTICLE 30

### RETIREMENT PENSION

**Section 1. Continuation of Existing Plan.** Employees covered by this Agreement as of its ratification date shall be eligible for membership in the City of Lansing Employees Retirement System (ERS), subject to the rules and regulations promulgated by the Board of Trustees of that System, and subject to Chapter 26 of the Code of the City of Lansing, as amended from time to time. The Employer reserves the right to substitute another means of providing this coverage without changing the fundamental provisions of the plan or decreasing the benefits provided by the plan.

Contributions to the Employees Retirement System by bargaining unit members shall continue at the same level as existed on June 30, 1987, and retirement benefit amounts shall remain at the same level as existed on June 30, 1987, except as specifically modified by this Article.

The City of Lansing Employees Retirement System will utilize female mortality benefit factors in computing benefits for those retirees in the bargaining unit who elect the optional forms of benefits.

Eligible retirees shall be covered under the same insurance as active bargaining unit members. Employees hired after July 1, 1987, shall not become eligible retirees under this provision unless they work at least fifteen (15) years for the Court or City of Lansing and are eligible to receive age and service retirement benefits or



are eligible for duty disability retirement benefits under the terms of the City of Lansing Employees Retirement System.

**Section 2. Alternate Retirement Pension.** The City of Lansing will provide to District Court employees an alternative plan to the current defined benefit retirement plan (ERS). The provisions shall be exactly the same as for the Plan proposed for exempt City employees and any clarifications or adjustments shall also be exactly the same.

The proposed alternative retirement plan shall have the following provisions, with appropriate plan documents and/or ordinances to be put in place by the City of Lansing in implementing these provisions:

I. Current employees shall:

- A. have the option to remain in the Employees Retirement System (ERS) with an added early retirement formula of age + service = 65 to be eligible for retirement; or
- B. have a one-time, one-way option for six months to elect to have the funded present value of their accrued ERS Benefits (as determined by the actuary) transferred in cash into the new defined contribution money purchase plan. Additionally, existing employees shall retain the same post-retirement health care coverage with 65 points that applies to Teamster members of the ERS.

No current employee has to make any change. Any change will be totally voluntary on the part of current employees.

- II. Employees hired after ratification of this Agreement shall not belong to the ERS, but shall instead belong to the City of Lansing's defined contribution money purchase plan. This Plan shall provide 5% of eligible pay as the Employer contribution for each covered employee's retirement account and, in addition, 1% of covered pay for the employee's account to defray health care premiums or, at an employee's sole option, to be combined with the retirement account at point of termination.

Employees shall be vested in the defined contribution plan at the completion of three years' credited service.

In addition, the Employer shall provide a long-term disability policy for members of the defined contribution plan.

Also, members of the defined contribution plan may make up to 5% voluntary contribution to the plan in 1% increments to the extent permitted by law.

This language shall govern the provisions of the alternative plan ordinance, and plan language will not be subject to further negotiation.

The parties agree to execute any "prefunding letter" as requested by the City of Lansing Employee Retirement System to insure current funding for future health care benefits.

## ARTICLE 31

### PARKING/TRANSPORTATION SUBSIDY

Employees covered by this Agreement shall be eligible for 100% of the cost of CATA transportation to and from work. Alternatively, employees are eligible for a parking subsidy as follows:

- commencing the month following contract ratification, \$36.00 or actual cost, whichever is less;
- commencing July 1, 1991, \$38.00 or actual cost, whichever is less;
- commencing July 1, 1992, \$40.00 or actual cost, whichever is less.

## ARTICLE 32

### EDUCATION AND TRAINING

The Employer will reimburse employees for tuition and lab fees for approved job-related college-level courses or other approved seminars, training, or educational programs, up to a maximum of \$250.00 per fiscal year. The Employer will pay all fees associated with seminars sponsored by the Michigan Judicial Institute and Secretary of State for employees designated for attendance without counting this amount toward the employee's educational stipend for that fiscal year. An exception may be granted in the reimbursement amount up to \$350.00 in a year for a class which the Employer and employee mutually agree would be of unusual benefit or assistance to the employee's work performance.

## ARTICLE 33

### MISCELLANEOUS

Section 1. Properly accredited representatives of the Union shall have access to the Employer's premises during normal working hours for the purpose of policing the terms and conditions of this Agreement;

provided, however, that these representatives shall not interfere with or interrupt the employees in the performance of their duties.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

Section 3. When the Employer needs additional employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 4. Not more than two (2) weeks wages shall be withheld from regular employees. The Employer shall provide an itemized statement of earnings and all deductions made for this purpose. Sick leave and vacation time will be itemized when it is possible for the payroll computer to do so.

## ARTICLE 34

### PART-TIME EMPLOYEES

Section 1. Seniority. Permanent part-time employees do not have seniority within the bargaining unit. Part-time employees transferring to full-time positions establish bargaining unit seniority beginning on the day of the transfer. Part-time employees who transfer to full-time positions shall be credited with one-half (1/2) of their part-time service for purposes of vacation eligibility and allowance and longevity.

Section 2. Probationary Period. Part-time employees will be subject to the probationary period specified in Article 16, Seniority, Section 3, Probationary Employees.

Section 3. Consideration for Full-Time Positions. Part-time employees shall be considered for full-time positions after full-time regular bargaining unit members, but prior to outside applicants.

Section 4. Wages. The base wage rate for part-time employees shall be equivalent to the beginning hourly rate of employees performing similar duties and responsibilities. Part-time employees shall be eligible for merit increases in accordance with the Employer's existing practice.

Section 5. Fringe Benefits.

A. Bereavement Time. Part-time employees shall have the same rights to paid bereavement time as regular employees, but on a half-time basis.

B. Dental Insurance. Part-time employees will receive the same dental insurance coverage as regular full-time employees.

C. Education and Training. Part-time employees are eligible to receive one-half (½) the reimbursement allowed full-time employees for authorized education and training each year.

D. Holidays. The Employer will pay part-time employees based on their half (½) day schedule, for the same holidays as full-time employees. Part-time employees must meet the same eligibility rules as full-time employees in order to receive holiday pay. An employee who works on a holiday shall receive one (1) and one-half (½) times the hourly rate for all hours worked in addition to the holiday pay. At the employee's option, the employee may receive an additional four (4) hours off instead of the holiday pay.

E. Health Insurance. Part-time employees are not eligible to participate in the hospital/medical group plan.

F. Jury Duty or Witness Pay. Part-time employees will have the same rights to supplemental pay for jury duty and time off work due to honoring a subpoena as full-time employees. The supplemental pay will be based upon the part-time employee's scheduled hours.

G. Life Insurance. Part-time employees are not eligible to participate in the group life insurance plan.

H. Longevity Bonus. Part-time employees shall be entitled to receive a longevity bonus for length of service with the Employer according to Article 26.

I. Personal Leave. Part-time employees shall be entitled to time off with pay for two (2) half-days per calendar year, provided that they submit a written request to the Court Administrator not less than twenty-four (24) hours prior to the requested leave day. In order to conform to the calendar year provision of this benefit, actual usage of the two (2) half-days of personal leave shall commence at the beginning of the calendar year. Such personal leave time may be used in increments of one (1) hour at the sole discretion of the Court Administrator.

J. Sick Leave. Part-time employees shall accrue sick leave at the rate of three (3) hours per month, provided the employee works a minimum of eighty (80) hours during the calendar month. During the period of absence from work due to illness or injury, or an illness or injury in the immediate family, employees shall be paid from the sick leave credits hereinafter provided for in accordance with the following conditions. Employees who need to utilize sick leave credits must notify the Court Administrator as promptly as is practical under the circumstances, but not later than the starting time of the shift. In exceptional circumstances, the Employer may waive this requirement. Sick leave may be used in minimum increments of one (1) hour. An employee's sick leave credit may be used to cover the "waiting period" under the Workers' Compensation Act and thereafter to make up the difference between workers' compensation payments and the employee's regular wage. The Employer may

require a physician's certificate to confirm the reason for an absence from work when an employee requests use of sick leave credits.

K. Transportation Subsidy. Part-time employees shall be eligible for the same parking reimbursement or bus transportation subsidy paid to a full-time employee.

L. Deferred Compensation. Part-time employees are eligible to participate in the Employer's Deferred Compensation Program as long as they meet the minimum deduction requirement of \$600.00 annually.

## ARTICLE 35

### SEPARABILITY AND SAVINGS CLAUSE

Any part of this Agreement which conflicts with applicable law, now or in the future, shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement. The parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for any article or section which is or becomes null and void.

## ARTICLE 36

### TERM OF AGREEMENT

Section 1. The terms of this Agreement shall become effective on July 1, 1990, except as otherwise noted, and shall remain in full force and effect from that date until June 30, 1993, at 11:59 p.m. The Agreement shall continue for successive one (1) year periods after June 30, 1993, unless one (1) of the parties, on or before April 30, 1993 (or April 30 of a succeeding year), notifies the other party in writing of its intent to terminate or modify the Agreement. All provisions in this Agreement are effective upon signing the Agreement, or at such other time as may be specified in the Agreement.

Section 2. Where no cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 1993 (or sixty (60) days prior to June 30 of a succeeding contract year), advising that the party desires to continue this Agreement, but also desires to revise or change designated terms or conditions of the Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties have signed this Agreement on

October 26, 1990.

54-A JUDICIAL DISTRICT COURT  
Lansing, Michigan

LOCAL UNION NO. 580, Affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA

Patrick F. Cherry

Larry A. Cherry

\_\_\_\_\_

James J. Mackin

Becky A. Mackin

Janette Patterson

TEAMSTERS SALARY SCHEDULE EFFECTIVE JULY 1, 1990

CLASSIFICATION	START	6 MONTHS	12 MONTHS	2 YEARS	3 YEARS	4 YEARS	5 YEARS
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
DEPUTY CLERK I	\$17,567.00	\$18,395.00	\$19,263.00	\$20,195.00	\$21,151.00	\$22,168.00	\$23,228.00
BI WEEKLY	\$675.07	\$704.79	\$738.05	\$773.75	\$810.38	\$849.35	\$889.96
HOURLY	\$8.41	\$8.81	\$9.23	\$9.67	\$10.13	\$10.62	\$11.12
O.T. RATE	\$12.78	\$13.39	\$14.03	\$14.70	\$15.40	\$16.14	\$16.90
DEPUTY CLERK II	\$18,395.00	\$19,263.00	\$20,195.00	\$21,151.00	\$22,168.00	\$23,228.00	\$24,351.00
BI WEEKLY	\$704.79	\$738.05	\$773.75	\$810.38	\$849.35	\$889.96	\$932.99
HOURLY	\$8.81	\$9.23	\$9.67	\$10.13	\$10.62	\$11.12	\$11.66
O.T. RATE	\$13.39	\$14.03	\$14.70	\$15.40	\$16.14	\$16.90	\$17.72
DEPUTY CLERK III	\$19,263.00	\$20,195.00	\$21,151.00	\$22,168.00	\$23,228.00	\$24,351.00	\$25,538.00
BI WEEKLY	\$738.05	\$773.75	\$810.38	\$849.35	\$889.96	\$932.99	\$978.47
HOURLY	\$9.23	\$9.67	\$10.13	\$10.62	\$11.12	\$11.66	\$12.23
O.T. RATE	\$14.03	\$14.70	\$15.40	\$16.14	\$16.90	\$17.72	\$18.59
PROBATION OFF.	\$25,769.00	\$26,080.00	\$29,439.00	\$30,687.00	\$32,459.00	\$34,096.00	\$35,809.00
BI WEEKLY	\$1,025.63	\$1,075.86	\$1,127.93	\$1,183.41	\$1,243.64	\$1,306.36	\$1,371.99
HOURLY	\$12.82	\$13.45	\$14.10	\$14.79	\$15.55	\$16.33	\$17.15
O.T. RATE	\$19.49	\$20.44	\$21.43	\$22.48	\$23.64	\$24.82	\$26.07

NO BARGAINING UNIT INCUMBENT AT THIS LEVEL

DEPUTY CLERK IV	\$21,151.00	\$22,168.00	\$23,228.00	\$24,351.00	\$25,538.00	\$26,769.00	\$28,080.00
BI WEEKLY	\$810.38	\$849.35	\$889.96	\$932.99	\$978.47	\$1,025.63	\$1,075.86
HOURLY	\$10.13	\$10.62	\$11.12	\$11.66	\$12.23	\$12.82	\$13.45
O.T. RATE	\$15.40	\$16.14	\$16.90	\$17.72	\$18.59	\$19.49	\$20.44



TEAMSTERS SALARY SCHEDULE EFFECTIVE JULY 1, 1991							
CLASSIFICATION	START	6 MONTHS	12 MONTHS	2 YEARS	3 YEARS	4 YEARS	5 YEARS
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
DEPUTY CLERK I	\$18,445.00	\$19,315.00	\$20,226.00	\$21,205.00	\$22,209.00	\$23,276.00	\$24,389.00
BI WEEKLY	\$706.70	\$740.04	\$774.94	\$812.45	\$850.92	\$891.80	\$934.44
HOURLY	\$8.63	\$9.25	\$9.69	\$10.16	\$10.64	\$11.15	\$11.68
O.T. RATE	\$13.42	\$14.06	\$14.73	\$15.44	\$16.17	\$16.95	\$17.75
DEPUTY CLERK II	\$19,315.00	\$20,226.00	\$21,205.00	\$22,209.00	\$23,276.00	\$24,389.00	\$25,569.00
BI WEEKLY	\$740.04	\$774.94	\$812.45	\$850.92	\$891.80	\$934.44	\$979.66
HOURLY	\$9.25	\$9.69	\$10.16	\$10.64	\$11.15	\$11.68	\$12.25
O.T. RATE	\$14.06	\$14.73	\$15.44	\$16.17	\$16.95	\$17.75	\$18.62
DEPUTY CLERK III	\$20,226.00	\$21,205.00	\$22,209.00	\$23,276.00	\$24,389.00	\$25,569.00	\$26,815.00
BI WEEKLY	\$774.94	\$812.45	\$850.92	\$891.80	\$934.44	\$979.66	\$1,027.39
HOURLY	\$9.69	\$10.16	\$10.64	\$11.15	\$11.68	\$12.25	\$12.84
O.T. RATE	\$14.73	\$15.44	\$16.17	\$16.95	\$17.75	\$18.62	\$19.52
PROBATION OFF.	\$28,107.00	\$29,484.00	\$30,911.00	\$32,431.00	\$34,062.00	\$35,801.00	\$37,599.00
BI WEEKLY	\$1,076.90	\$1,129.66	\$1,184.55	\$1,242.57	\$1,305.82	\$1,371.69	\$1,440.57
HOURLY	\$13.46	\$14.12	\$14.80	\$15.53	\$16.32	\$17.15	\$18.01
O.T. RATE	\$20.46	\$21.46	\$22.50	\$23.61	\$24.81	\$26.07	\$27.38

NO BARGAINING UNIT INCUMBENT AT THIS LEVEL

DEPUTY CLERK IV	\$22,209.00	\$23,276.00	\$24,389.00	\$25,569.00	\$26,815.00	\$28,107.00	\$29,484.00
BI WEEKLY	\$850.92	\$891.80	\$934.44	\$979.66	\$1,027.39	\$1,076.90	\$1,129.66
HOURLY	\$10.64	\$11.15	\$11.68	\$12.25	\$12.84	\$13.46	\$14.12
O.T. RATE	\$16.17	\$16.95	\$17.75	\$18.62	\$19.52	\$20.46	\$21.46



TEAMSTERS SALARY SCHEDULE EFFECTIVE JULY 1, 1992

CLASSIFICATION	START	6 MONTHS	12 MONTHS	2 YEARS	3 YEARS	4 YEARS	5 YEARS
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
DEPUTY CLERK I	\$19,182.00	\$20,088.00	\$21,035.00	\$22,053.00	\$23,097.00	\$24,207.00	\$25,365.00
BI WEEKLY	\$734.98	\$769.66	\$805.94	\$844.94	\$884.94	\$927.47	\$971.84
HOURLY	\$9.19	\$9.62	\$10.07	\$10.56	\$11.06	\$11.59	\$12.15
C.T. RATE	\$13.97	\$14.62	\$15.31	\$16.05	\$16.81	\$17.62	\$18.47
DEPUTY CLERK II	\$20,088.00	\$21,035.00	\$22,053.00	\$23,097.00	\$24,207.00	\$25,365.00	\$26,592.00
BI WEEKLY	\$769.66	\$805.94	\$844.94	\$884.94	\$927.47	\$971.84	\$1,018.85
HOURLY	\$9.62	\$10.07	\$10.56	\$11.06	\$11.59	\$12.15	\$12.74
C.T. RATE	\$14.62	\$15.31	\$16.05	\$16.81	\$17.62	\$18.47	\$19.36
DEPUTY CLERK III	\$21,035.00	\$22,053.00	\$23,097.00	\$24,207.00	\$25,365.00	\$26,592.00	\$27,886.00
BI WEEKLY	\$805.94	\$844.94	\$884.94	\$927.47	\$971.84	\$1,018.85	\$1,068.51
HOURLY	\$10.07	\$10.56	\$11.06	\$11.59	\$12.15	\$12.74	\$13.36
C.T. RATE	\$15.31	\$16.05	\$16.81	\$17.62	\$18.47	\$19.36	\$20.31
PROBATION OFF.	\$29,231.00	\$30,653.00	\$32,147.00	\$33,726.00	\$35,445.00	\$37,233.00	\$39,103.00
BI WEEKLY	\$1,119.96	\$1,174.83	\$1,231.69	\$1,292.26	\$1,356.05	\$1,426.55	\$1,498.20
HOURLY	\$14.00	\$14.69	\$15.40	\$16.15	\$16.98	\$17.83	\$18.73
C.T. RATE	\$21.26	\$22.33	\$23.41	\$24.55	\$25.81	\$27.10	\$28.47

NO BARGAINING UNIT INCUMBENT AT THIS LEVEL

DEPUTY CLERK IV	\$23,097.00	\$24,207.00	\$25,365.00	\$26,592.00	\$27,886.00	\$29,231.00	\$30,653.00
BI WEEKLY	\$884.94	\$927.47	\$971.84	\$1,018.85	\$1,068.51	\$1,119.96	\$1,174.83
HOURLY	\$11.06	\$11.59	\$12.15	\$12.74	\$13.36	\$14.00	\$14.69
C.T. RATE	\$16.81	\$17.62	\$18.47	\$19.36	\$20.31	\$21.26	\$22.33