

7514

6/30/92

COLLECTIVE BARGAINING AGREEMENT

22ND JUDICIAL DISTRICT COURT

AND

22ND DISTRICT COURT EMPLOYEE'S ASSOCIATION

AMERICAN FEDERATION OF STATE, COUNTY  
and MUNICIPAL EMPLOYEES - AFL-CIO  
MICHIGAN COUNCIL - 25

7-1-88 thru 6-30-92

*Amster, City of (22nd District Court)*

resign in lieu of dismissal, the employee must submit a resignation in writing. The Court Administrator may accept (in writing) the resignation at any time subsequent to its submission. This rule applies only when a resignation is accepted in lieu of dismissal and the employee shall have been told in the presence of a Union Representative that he/she will be terminated in the absence of the resignation. Resignations under this provision shall not be grievable under this contract, and may not be submitted to arbitration.

D. Progressive Discipline

Progressive discipline describes a system where an employee is faced with a series of disciplinary actions which increase in severity as the number of "minor" offenses continue to increase. This approach should be applied to less-than-major violations and provides the employee with the opportunity to be warned of future discipline and to correct the inappropriate behavior and/or performance. The Employer's progressive penalties in ascending order of severity are:

1. Oral Warning.
2. Written Reprimand.
3. Suspension Without Pay (or with pay).
4. Discharge.

These penalties will be levied in this ascending order except when the nature of the offense is major and therefore requires a more severe response.

E. Notice of Discharge

With the exception of probationary employees, employees shall be given one week's notice before discharge for unsatisfactory job performance. The Employer may dispense with the services of the employee for unsatisfactory performance, but must pay his/her salary in lieu of notice, except those employees dismissed for misconduct involving moral turpitude or substantially and adversely affecting the best interest of the Employer, dishonesty or gross misconduct. In those cases, the Employer is not required to give a notice.

F. Discussion of Discharge

A discharged employee will be allowed to discuss his/her discharge with the Union representative and the Employer will make available an area, upon the request of the employee, where discharge is imposed. Upon request, the Court Administrator or his/her designated representative will meet with the discharged employee and his/her Union representative.

## VI. GRIEVANCE PROCEDURE

A. A grievance is a complaint by an employee in the bargaining unit sanctioned by the bargaining unit concerning any alleged violation of this Agreement.

The following procedure will be used to adjust, settle, and dispose of employees complaints:

Step 1. Any employee who feels aggrieved may present his/her grievance to the Court Administrator or he/she may request that the Court Administrator get his/her steward, in such event the Court Administrator shall get the steward without undue delay. If the discussion between the employee, steward, and the Court Administrator fails to settle the matter, the grievance should then be reduced to writing and presented to the Court Administrator for his written, dated, and signed disposition. The Administrator's disposition must be returned within five (5) working days of its receipt; if not, the grievance automatically goes into the next step. Any grievance must be initiated within five (5) days of the alleged contractual violation.

Step 2. If the Court Administrator's answer is not satisfactory, the grievance may be presented to the District Judge, within five (5) working days after the Court Administrator's answer is due; if not, the grievance is automatically settled. The District Judge shall answer the grievance in writing to the steward with a copy to the employee

within ten (10) working days.

Step 3. If the answer of the District Judge is not satisfactory, the grievance may be referred to Arbitration. The Union shall notify the Employer within ten (10) working days of their intent to Arbitrate. The Union shall have thirty (30) calendar days in which to file with the American Arbitration Association. The Union shall receive a fifteen (15) day extension upon written verification that the case has been rejected by Council 25. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

B. The arbitrator so selected shall hear the matter promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision shall be in writing and set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.

C. The power of the arbitrator stems from this agreement and his/her function is to interpret, apply this agreement, and to pass upon alleged violations hereof. The arbitrator shall have no power to subtract from, modify any of the terms of this agreement, nor modify discipline. The arbitrator shall determine whether discipline was warranted. The decision of the arbitrator shall be final and binding upon the employer,

the union, and the grievant.

D. The costs for the arbitrator's services including his/her expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

E. No grievance shall be processed unless it is presented by the Union within ten (10) working days of the occurrence or knowledge of said occurrence. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his/her regular rate. Time limits between the various steps may be waived and/or extended by mutual agreement.

#### VII. SENIORITY

A. Probationary Employees.

1. A new employee shall be a probationary employee without seniority until he/she has completed one hundred and eighty (180) days of service. At the end of this period, he/she shall be terminated or entered into the seniority list of the Employer as of the first day of employment, except that temporary and part-time employees shall not acquire seniority. A probationary employee may be laid off or terminated at the discretion of the Employer and shall not have recourse to the Grievance Procedure. The Employer shall have the right to extend

the probationary period for an additional ninety (90) days and the Employer shall notify the Union of such extension in writing. A probationary employee laid off or terminated during his/her probationary period, but who has been rehired within ninety (90) calendar days from the last day worked, will be credited with length of previous service during his probationary period.

2. A probationer who completes his/her period in this manner shall be credited with his/her days of service retroactive from the date he/she completes his/her probationary period for the purpose of determining date of employment on the unit-wide seniority list. Any probationary employee hired after one hundred eighty (180) calendar days after his/her last day worked, will be considered as a new employee and will begin a new probationary period.

B. Seniority

Seniority is defined as the employee's length of employment since his/her last date of hire with the Employer as provided in Section A-1 and A-2 of this section. For new employees and employees hired after this Agreement becomes effective, the following shall prevail:

1. Each employee, upon completion of his/her probationary period, shall be placed on the seniority list.

Each employee shall be placed on the list of classifications therein. In the event hire dates are the same, the employee will be placed on the list in alphabetical order.

2. Temporary employees shall not acquire seniority on either list. "Temporary" shall mean an employee who is hired for a specific period, project or purpose. Temporary employees will not be used to replace regular employees except as may be necessary to provide regular employees with sick leave, maternity leave or other benefits to which they may be entitled under this Agreement.

3. Any employee promoted out of the bargaining unit shall retain the seniority he had at the time of promotion.

4. Any employee promoted within the bargaining unit shall retain the right to transfer back to his/her original position at the end of the probationary period specified for the up graded position.

C. Lay-Off Procedure

1. When there is an indefinite reduction in the work force, the following shall govern:

- (a) Temporary employees will be laid off in any order.



- (b) Probationary employees are the next to be laid off in any order.
- (c) If it becomes necessary to lay off additional employees, they will be laid off in reverse seniority order. The employee with the least seniority within the same classification will be laid off first.

D. Recall

Recall of seniority employees will be in reverse order of lay-off. Employees who are on the lay-off list shall have seven (7) days from the date of notification by registered mail or certified mail within which to return to the employment of the Employer. During this time the job may be temporarily filled. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall.

E. Loss of Seniority

1. Seniority shall be broken and forfeited, if an employee:

- (a) Quits or retires;
- (b) Is discharged and the discharge is not reversed through the Grievance Procedure;
- (c) Is laid off for two (2) years;
- (d) Fails to return on recall;
- (e) Separation upon settlement covering total disability.

### VIII. MANAGEMENT RIGHTS

The Employer reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and of the United States, except as limited by this Agreement.

Subject only to the specific terms of this Agreement, the management of the 22nd District Court and direction of the work force are vested exclusively in the Employer and nothing except the specific terms of this Agreement shall be construed as limiting the Employer's right to hire, to suspend or discharge for cause, to transfer to new duties, to lay off, to relieve from duty, to maintain discipline and efficiency, to determine standards of quality of work, work schedules, the assignment of work, the methods by which work is to be performed, the number and assignments of employees, as well as other traditional prerogatives of management not hereby or herein expressly made a subject of negotiation.

### IX. UNPAID LEAVES OF ABSENCE

A. The District Judge may grant unpaid leaves of absence to employees for good reason. Unpaid leaves may be granted for the following reasons:

1. Employees who are reinstated in accordance with

the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized University, Trade School or Technical School for a period not to exceed one (1) year. Written proof of school attendance must be submitted at the expiration of each semester.

2. Sick leave: Any employee known to be ill, who has exhausted his/her paid sick leave, may be granted an unpaid sick leave for up to one year, and year to year thereafter at the discretion of the Employer, provided that satisfactory medical documentation may be required by the employer for any illness which exceeds three (3) working days.

3. Maternity Leave:

- (a) Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from her physician, stating the approximate date of delivery, the nature of the work she may do, and the length of time she may continue to work.
- (b) She shall be permitted to continue to work in accordance with her physician's recommendation. Any employee on maternity leave shall be entitled to the same benefits as an employee on medical leave.
- (c) A permanent employee who is an expectant mother, or who adopts a child, or acquires a family by marriage or assumes the legal responsibility of a family, will be granted a leave of absence not to exceed one year, upon written request. Seniority will be frozen at the time of the leave and will begin to accumulate only upon the employees

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return.

- (d) While an employee is on medical leave and/or receiving sick and accident benefits, the employer will continue all insurance programs for a period of one (1) year. This benefit shall include maternity leave also.

4. When returning from any leave of absence, it shall be the obligation of the employee to notify the Court Administrator that he/she is returning, ready and willing to work, fifteen (15) working days before his/her return to work.

5. A request for an extension of leave must be submitted to the employer within fifteen (15) days prior to the termination of the original thereof. The Employer agrees to give his/her answer, granting or denying a request for extension, five (5) days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

#### X. GENERAL PROVISIONS

##### A. Union Bulletin Board.

1. The Employer agrees to provide the Union with a Bulletin Board which will be used for posting Union activities and notices of the following type:

- (a) Notice of Union meeting, social and recreational activities.
- (b) Notice of Union elections.
- (c) The Union agrees not to post any endorsement of any political candidate or proposal or proposition on the Bulletin Board.

B. Health and Safety.

The Union shall have the right to request a special conference on any working condition affecting the health and safety of an employee or employees.

C. Agreement

This is the sole agreement between the parties. It may be amended at any time by mutual agreement, in writing, and by negotiations, and such amendment, if agreed, will become part of this Agreement upon completion of negotiations. This Agreement cannot be amended by an individual. In that view the Employer agrees that it will not aid, promote, finance any labor group or organization which purports to engage in collective bargaining for employees in this association, nor will it bargain or enter into any agreement with such group or organization.

Identification cards will be provided for all employees. It is understood that these cards remain the property

of the Court, and upon request of the Court or termination of employment, the cards must be returned to the Court.

D. Attendance.

1. Employees are expected to report to work on time and to observe working hours that have been established.

2. Employees who report late for work shall have the time deducted from their pay in the multiples of 1/4 of an hour.

XI. WAGES, HOURS AND ECONOMIC BENEFITS

A. Hours of Work.

The established starting and quitting time (8:15 a.m. to 4:45 p.m.) shall remain in effect, with one (1) hour lunch period.

B. Work Week.

Work week is Sunday through Saturday. The regular work week shall be forty (40) hours per week, Monday through Friday.

C. Premium Pay.

1. Time and one-half will be paid for authorized time work over seven and one-half hours per day.

2. Time and one-half will be paid for authorized time worked over thirty-seven and one-half hours per week.

3. Time and one-half shall be paid for all authorized work on Saturday.

4. Double time will be paid for all authorized work on Sunday.

5. Double time will be paid for authorized work on holidays, plus the holiday pay.

D. Call Time.

Any employee called into work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half, or the appropriate overtime rate. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid for the call time rate of time and one-half until he/she completes two hours' work. The employee shall then be paid



for his/her regular work shift at the appropriate rate.

E. Relief Period.

There will be two fifteen (15) minute relief periods, one in the a.m. and one in the p.m.. An additional relief period for any four (4) hour increment of overtime work will be granted.

F. Holidays.

The Employer recognizes the following paid holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday After Thanksgiving  
December 24th  
December 25th  
December 31st  
Employee's Birthday  
One Floating Holiday

Whenever New Year's Day, Independence Day, Veteran's

Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. Whenever New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday except as modified by the Office of the State Court Administrator or the Third Judicial Circuit Court.

## G. VACATION

1. The period for taking vacation earned in any one year shall be from July 1st to June 30th of the following year, and the schedule of vacations shall be approved by the Court Administrator. Each regular employee shall be granted vacation as follows:

### Beginning FY 1990 - 1991

Seniority	1-3	4-6	7-9	10-14	15-18	19-21	21+
	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>
Vacation Days Granted	12	14	17	20	23	25	27

### Beginning FY 1991-1992

Seniority	1-3	4-6	7-9	10-14	15-18	19-21	21+
	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>	<u>years</u>
Vacation Days Granted	12	13	16	18	21	22	23

2. When sickness occurs while on annual leave, the time may be charged to sick leave and the amount deducted from vacation. Application for such leave shall be made after return to duty and must be supported by a doctor's signed statement.

3. Upon termination, retirement or death, payment will be made in full by the employee, or his/her beneficiary, for all unused vacation time.

4. Vacation schedules shall be set up by the Court so as to permit the continued operation of Court functions without interference. Vacations will be granted at such times during the year as is consistent with this provision, on a first come first serve basis, provided that the Employer is informed of the Employees desire to take vacation at least two (2) months in advance. In the event two or more employees desire the same time and requests are received simultaneously, seniority shall prevail.

5. When a holiday, as set forth herein, is observed by the employee during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

6. There shall be four (4) personal leave days granted each contract year, and shall be taken in the calendar year. There must, however, be a twenty-four hour (24) written notice of intent to use a personal leave day.

## H. SICK LEAVE

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, and his/her immediate family.

1. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee, except those employees hired after the Income Protection Disability Program which was instituted on December 15, 1973, shall accumulate no more than ninety (90) days sick leave. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

2. A certification of illness or injury from a physician of the Employer's choosing, at the Employer's expense may be required as evidence of illness or disability before compensation for the period of illness or disability is allowed, if the illness or disability exceeds three (3) working days. Abuse of the sick leave privilege or falsification of illness or disability may result in disciplinary action up to and including discharge.

3. Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty as soon as possible, and at the latest within 1/2 hour after the work day begins, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

4. If the employee so elects, after all accrued sick leave is used, accrued vacation leave may also be used to cover leaves occasioned by illness.

5. Upon retirement an employee, or upon the death the employee's estate, shall receive cash payment at his/her current daily regular rate of pay, for 60% of his/her accumulated sick time--but not to exceed one hundred (100) days of payment. No payment is to be made for unused sick leave upon separation from employment except upon retirement, as defined in the employee's retirement system, or upon the death of the employee. This terminal leave pay will be paid to the employee or his/her estate on the 1st pay in July following the fiscal year in which the employee qualifies for same.

## I. FUNERAL LEAVE

1. An employee shall be granted a leave of absence with pay for a period not to exceed three (3) days in the case of a death in the immediate family upon sufficient written verification of attendance at funeral.
2. "Immediate family" as applied to Section (d) is defined as wife, husband, child, brother, sister, parent and parent-in-law, and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.
3. Should a death of his/her immediate family occur while an employee is on a scheduled vacation leave, he/she shall be eligible to receive these benefits provided that he/she notifies the Court prior to the date of the funeral.
4. If a death occurs to an employee's sister-in-law or brother-in-law, the employee may be granted three (3) days leave with pay which shall be charged to his/her accumulated sick leave. If death occurs to other relatives of an employee, not stated above, up to a three day leave, with pay, may be granted which shall be charged to accumulated sick leave.

An employee may elect to use earned vacation time in lieu of accumulated sick leave.

## J. JURY DUTY PAY

Employees with seniority called for jury duty will be paid the difference between jury pay and the regular day's pay for each day they are acting as jurors, provided they bring in evidence of Jury duty pay.

K. HOSPITALIZATION INSURANCE

1. The City will provide hospitalization insurance for the employee and his family. Retirees may continue hospitalization coverage by paying 50% of the premium and the remaining 50% to be paid by the City.
2. The City shall provide coverage equal to or better than described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.
3. Coverage of the employee's family shall include the employee, spouse and children under age 18.
4. Employees shall be eligible for such coverage after thirty (30) days employment with the City. Additional coverage will be provided within sixth (60) days after the date of signing this contract.

L. LIFE INSURANCE

1. The City shall contribute the full cost of providing term life insurance to all regular employees in the amount of Twenty Thousand Dollars (\$20,000.00) value upon the death of said employee. One Thousand Dollars (\$1,000.00) of additional life insurance coverage shall be provided for employees whose salaries exceed Twenty Thousand Dollars in increments of One Thousand Dollars (\$1,000.00) for the fiscal years July 1, 1985 through June 30, 1988.
2. This insurance shall include double amount coverage for accidental death and dismemberment.
3. Upon retirement, the employee shall have a conversion option on this policy for a period of thirty (30) days. Conversion of this policy from group plan must be done by the employees with the City assuming no responsibilities for such conversion. The Employer shall provide a paid policy of Three Thousand Dollars (\$3,000.00).

M. DISABILITY INSURANCE

The Employer agrees to provide Long Term and Short Term Disability Insurance as provided to other City of Inkster Employees covered by the contract with Local 290 of the American Federation of State, County, and Municipal Employees.

AGREEMENT

This Agreement entered into this 17th day of APRIL, 19 91 between the 22nd Judicial District Court of Michigan (hereinafter referred to as the "Employer") and the 22nd District Court Employees' Association, AFSCME-MICHIGAN COUNCIL 25 (hereinafter referred to as the "Union").

P U R P O S E   A N D   I N T E N T

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

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

N. LONGEVITY PAY

1. Longevity Pay will be paid employees according to the following schedule based on the service of an employee of the City of Inkster.

After Three yrs service . . . . .	\$75.00	
Four to Five yrs service . . . . .	75.00	+ \$20.00 each year.
Six yrs service . . . . .	75.00	+ 25.00 each year.
Seven to twelve yrs service . . . . .	75.00	+ 30.00 each year.
Thirteen to Twenty yrs service ..	75.00	+ 35.00 each year.
Maximum total - - - - -	\$600.00	

2. Longevity Pay will be paid once a year in the last pay of November for employees eligible for longevity, on November of 1961 and on the anniversary date for all employees thereafter.

This schedule becomes effective as of July 1, 1986.

O. PENSION PROGRAM

The Employer agrees to continue the Employees Retirement Program as provided by the City of Inkster to it's other general Employees.

P. JOB CLASSIFICATION AND PAY PLAN

1. 22nd District Court employees covered by this contract are assigned to classification titles and pay grades.

2. The Employer has the right to advance new employees through the salary range based on their performance.

3. An employee may be assigned additional responsibilities other than their job classification. The employee will be compensated at a higher rate of pay for performing those duties. The Employer reserves the right to set the rate of pay for performing those additional duties.



ANNUAL SALARY RATE SCHEDULE

Beginning FY 1988-1989

<u>GRADE*</u>	<u>0-6 months</u>	<u>6 mo - 1 yr.</u>	<u>1yr - 2 yrs.</u>	<u>2+ Years</u>
A	\$16,438.00	\$17,696.00	\$20,021.00	\$21,029.00
B	N/A	N/A	N/A	23,400.00
C	N/A	N/A	N/A	23,935.00

Beginning FY 1989 - 1990

<u>GRADE*</u>	<u>0-6 months</u>	<u>6 mo - 1yr.</u>	<u>1yr. - 2 yrs.</u>	<u>2+Years</u>
A	\$17,096.00	\$18,403.00	\$20,822.00	\$21,870.00
B	N/A	N/A	N/A	24,336.00
C	N/A	N/A	N/A	24,892.00

Beginning FY 1990 - 1991

<u>GRADE*</u>	<u>0-6 months</u>	<u>6 mo - 1yr.</u>	<u>1yr. - 2 yrs.</u>	<u>2+Years</u>
A	\$17,609.00	\$18,956.00	\$21,447.00	\$22,526.00
B	N/A	N/A	N/A	25,066.00
C	N/A	N/A	N/A	25,639.00

Beginning FY 1991 - 1992

TO BE NEGOTIATED

\* Grades

- A - Deputy Clerks
- B - Probation Officer
- C - Court Reporter

SYLVIA A. JAMES  
DISTRICT JUDGE

THE DISTRICT COURT

CARNETT L. HEGEMAN JR.  
COURT ADMINISTRATOR

22ND JUDICIAL DISTRICT

TELEPHONE 313-277-8200  
FAX 313-277-8221

27331 S. RIVER PARK DRIVE  
INKSTER MICHIGAN 48141

AGREEMENT

Pending final agreement on the full recently negotiated contract agreement is hereby acknowledged on the ANNUAL SALARY RATE SCHEDULE as presented below:

ANNUAL SALARY RATE SCHEDULE

Beginning FY 1988-1989

<u>GRADE*</u>	<u>0-6 months</u>	<u>6 mo - 1 yr.</u>	<u>1yr - 2 yrs.</u>	<u>2+ Years</u>
A	\$16,438.00	\$17,696.00	\$20,021.00	\$21,029.00
B	N/A	N/A	N/A	23,400.00
C	N/A	N/A	N/A	23,935.00

Beginning FY 1989 - 1990

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B	N/A	N/A	N/A	24,336.00
C	N/A	N/A	N/A	24,892.00

Beginning FY 1990 - 1991

<u>GRADE*</u>	<u>0-6 months</u>	<u>6 mo - 1yr.</u>	<u>1yr. - 2 yrs.</u>	<u>2+Years</u>
A	\$17,609.00	\$18,956.00	\$21,447.00	\$22,526.00
B	N/A	N/A	N/A	25,066.00
C	N/A	N/A	N/A	25,639.00

Beginning FY 1991 - 1992

TO BE NEGOTIATED

\* Grades

- A - Deputy Clerks
- B - Probation Officer

For AFSCME-22ND DISTRICT COURT  
EMPLOYEES:

*Sarah E. Clark*

Date 1/15/91

For Management:

*Carnett L. Hegeman Jr.*

Date 1/15/91

DURATION

This Agreement shall remain in full force and effect from the date of ratification to June 30, 1992, and from year to year thereafter unless either party hereto shall notify the other in writing by April 1st prior to the expiration date of the Agreement, or to the expiration of any subsequent automatic renewal period, of its intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified registered mail addressed to the Judge of the 22nd Judicial District Court, 27331 S. River Park Drive, Inkster, Michigan 48141.

In the event that negotiations relative to proposed amendments or modification of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new, modified or amended contract between the parties.

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

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SENIORITY ROSTER  
22ND DISTRICT COURT**

<u>EMPLOYEE NAME</u>	<u>CLASSIFICATION</u>	<u>SENIORITY DATE</u>
Sarah Clark	Deputy Court Clerk	3-22-72
Irene Boike	Deputy Court Clerk	8-5-74
Barry Anderson	Court Officer	9-16-74
Terriol Johnson	Deputy Court Clerk	7-1-76
Karen Chastang	Deputy Court Clerk	8-1-77
Richard Jackson	Court Officer	2-13-84
Deboran Washington	Deputy Court Clerk	12-23-85
Mary Long	Deputy Court Clerk	9-6-88
Nicole James	Deputy Court Clerk	7-10-89
Kevin Dokes	Court Officer	4-09-90
Leah Pendergrass	Deputy Court Clerk	2-19-91
<hr/>		
Patsy Jackson	Court Recorder	12-18-64
Sharon Livingston	Judge's Secretary	1-03-89
Garnett Hegeman	Court Admin./Magistrate	8-16-89

8/6/91

TO: MR. HEGEMAN

FROM: SARAH E. CLARK

SUBJECT: AFSME COUNCIL 25

THIS IS TO ADVISE YOU THAT THE CONTRACT FOR THE ABOVE WAS RATIFIED ON APRIL 17,  
1991.

*Sarah E. Clark*

## I. R E C O G N I T I O N

A. Pursuant to and in accordance with all applicable provisions of Act 279 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of the Agreement, of all the employees of the Employer, excluding the Court Administrator, Probation Clerk, Court Clerk/Judge's Secretary and \*Court Officer(s). (\*being contested)

## II. U N I O N S E C U R I T Y

A. Requirement of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed:

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required, as a condition of employment, to continue membership in the Union for the duration of this Agreement.

2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall

be required, as a condition of employment, to become members of the Union for the duration of this Agreement, on or before the 10th day after the 30th day following such effective date.

3. Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement, on or before the 10th day following the 30th day following the beginning of their employment in the Unit.

4. Each employee who shall not join the Union and maintain his/her membership in the Union as set forth above, shall, as a condition of continued employment, pay to the Union for each month for which the employee would have been required to pay Union dues, as a service charge toward the administration of this Agreement, an amount equal to the regular monthly membership dues of the Union.

5. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than 60 days in arrears in payment of membership dues.

6. The employer shall be notified, in writing, by the Union, of any member who is 60 days in arrears in payment of membership dues or service charge. Employees who are 60

days in arrears in payment shall be discharged by the Employer within 30 days after receipt of written notice to the Employer from the Union unless they have cured their default prior to this time.

7. The Union will indemnify the Employer and its agents against any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer or its agents or otherwise in connection with this section in connection with the agreement thereto or the administration thereof.

### III. REPRESENTATION

A. The Employees shall be represented by a bargaining committee of not more than two members. This committee shall be selected in any manner determined by the Union; however, those selected must be on the seniority list.

B. In addition to the foregoing, the Union shall have a steward and an alternate steward. They will perform their duties as Union Representatives on their own time and will not be permitted to leave their assigned work to perform such duties without the express consent of the Employer, except that grievance meetings with the Employer shall be during ordinary working hours with no loss of pay.



1. The Union will notify the Employer of the names and titles of their representatives within one week after their appointment. No representative will be permitted to act as such until the Employer is advised that the person has become a representative.

C. There shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

1. The Employer shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for union activity.

(a) It is understood between the Employer and Union that no employee will engage in any political activity while he/she is performing their duties, which includes the wearing of any badges or tags which support any candidate, proposition or proposal on the premises of the Employer.

D. The Union recognizes its responsibility as

bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

E. The Employer agrees that the AFSCME Council Representative shall have the right to meet with employees for the purpose of discussing union/employee concerns. Prior notice, however, must be tendered to management with the latter designating the meeting area. The time and length of such meetings are to not interrupt the employee's work assignments.

#### IV. S T R I K E S A N D L O C K O U T S

The parties of this Agreement recognize the service of governmental agencies and the duty of the employer to render continuous service to the citizenry. Therefore, the Union agrees that it will not call, engage in, participate in, or 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.

## V. DISCIPLINARY ACTION

### A. General

Management reserves, among others, the right to take disciplinary action for just cause for the purpose of correcting and/or modifying inappropriate job performance and/or behavior. Disciplinary action may include, but shall not be limited to oral reprimands, written reprimands, suspension with or without pay, placement on disciplinary probation, demotion and/or discharge.

### B. Investigative Conferences

When the Employer desires to discuss solely the subject matter of the investigation with the employee who is the focus of a disciplinary investigation, upon the employee's request, the employee shall be entitled to the presence of a Union representative. If an employee is to be represented at any scheduled meeting by an attorney certified by the Union, the employee or the Union shall give at least twenty-four (24) hours written notice to the Employer.

### C. Resignation in Lieu of Disciplinary Action

Where the Employer decides to permit an employee to