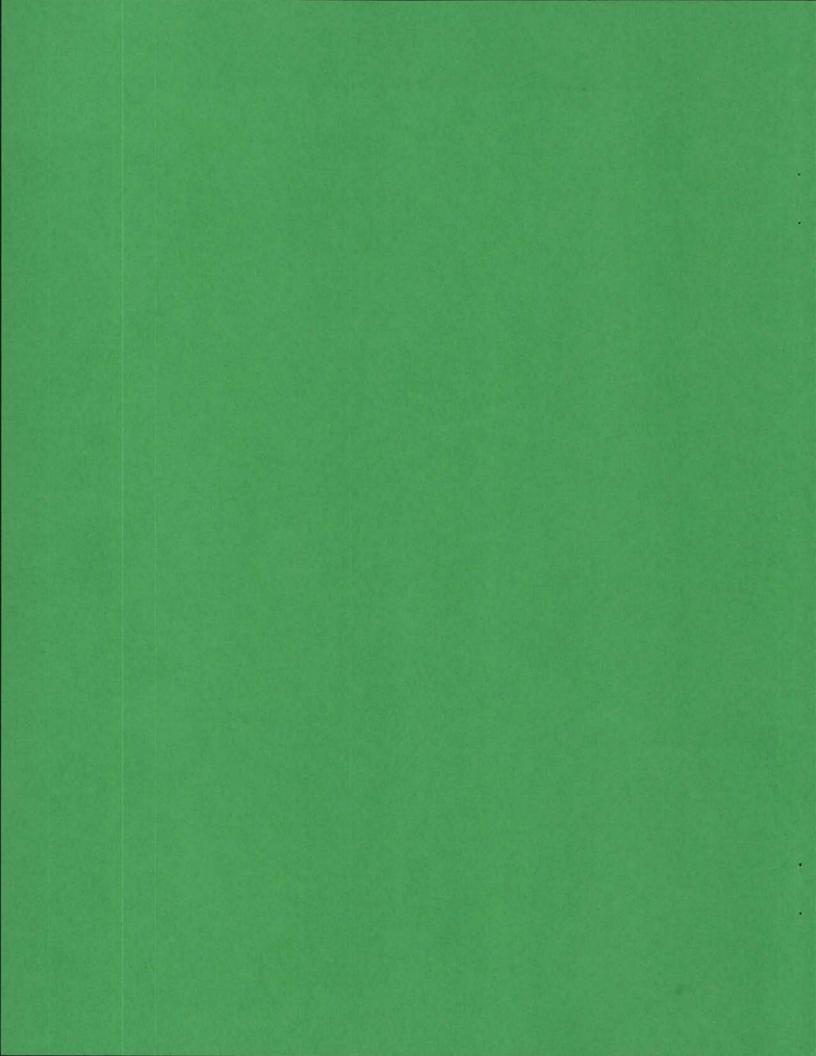
# Washtenan Bunto

# CONTRACT FOR WASHTENAW COUNTY COURT EMPLOYEES ASSOCIATION 1991-1992



RELATIONS COLLECTION
Michigan State University



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This Agreement entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 1992, between the County of Washtenaw, and the 22nd Judicial Circuit (hereinafter referred to as the "Employeer"), and the Washtenaw County Court Employees Association (hereinafter referred to as the "Association").

#### I. GENERAL

ARTICLE 1 — Purpose and Intent

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 Association.

The parties recogize 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 Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 — Recognition

Pursuant to, and in accordance with, all applicable provisions of Michigan law, the Employer does hereby recognize the Washtenaw County Court Employees Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment for the term of this agreement for all employees described below and excluding supervisory personnel.

Circuit Court — Judicial

Senior Assignment Clerk/Judicial Secretary
Judicial Secretary
Central Assignment Clerk
Assistant Judicial Secretary
Circuit Court Office Assistant/Administration
Circuit Court Office Assistant/Probation Payments
Court Recorder
Court Reporter

ARTICLE 3 — Discrimination

The Employer and the Association agree that neither party will discriminate against any employee because of membership or nonmembership or lawful activity of the Association, or on the basis of race, color, creed, sex, or lawful political activity.

# II. ASSOCIATION SECURITY

ARTICLE 4 — Aid to Other Associations

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

ARTICLE 5 — Agency Shop

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to retain membership in the Association or pay a service fee to the Association equal to the amount of dues uniformly required of Association members.

2. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Association or pay the Association a service fee equal to the amount of dues required of Association members commencing within thirty (30) days after the

effective date of this Agreement.

3. Employees hired, rehired, reinstated and transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of this Association or pay a service fee to the Association equal to the amount of dues required of Association members for the duration of this Agreement commencing within thirty (30) days following the initiation of their employment in the unit.

ARTICLE 6 — Dues Check Off

1. The Employer agrees to deduct from the wages of any employee all Association membership dues or the equivalent service fee provided said employee has executed the written authorization form provided in paragraph 4. The written authorization shall remain in full force and effect during the period of this agreement and may not be revoked by the employee.

Dues will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association.
 Each employee and the Association hereby authorize the Employer to rely upon and to honor certification by the Treasurer of the Association regarding the amounts to be deducted.

3. The Employer agrees to provide this service without charge to the Association.

# Authorization Form

		10:					
		En	nployer				
I hereby request and aut	norize you to	deduct from my ear	nings, one of the following:				
) An amount established by the Association as monthly dues. OR							
( ) An amount equival	ent to month	ly Association dues,	which is established as a service fee.				
The amount deducted sh By:	all be paid to	the Treasurer of the	Washtenaw County Court Employees Association.				
Print Last Name		First Name					
Address	Zip	Telephone					
Department		Classification					
Signature		Date	_				

ARTICLE 7 — Association Stewards and Representatives

- 1. The Employer recognizes and agrees to deal with accredited Association Stewards and representatives of the Association in all matters covered by this Agreement. Matters relating to grievances arising out of alleged violations of this Agreement or disputes on the interpretation or application of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure, Article 30.
- 2. The Employees covered by this Agreement will be represented by three (3) stewards and three (3) alternate stewards. The Association shall have the exclusive right to elect, appoint and assign said stewards.
- 3. The sufficiency of steward coverage provided by the Association shall be a subject of consultation between the Association and the Employer.
- 4. The Association will provide the Employer with an updated list of accredited stewards and alternate stewards, who would serve only in the absence of a regular steward.
- 5. The Association President and stewards shall be allowed the necessary and reasonable time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure. Prior to such investigation, the steward shall notify his immediate supervisor.

ARTICLE 8 — Association Bargaining Committee

Employees covered by this Agreement will be represented by four (4) negotiating committee members in addition to the Association attorney and resource personnel. All bargaining by the parties shall commence during the regular work day unless agreed otherwise. Employees shall not suffer loss of pay as a result of negotiations.

ARTICLE 9 — Contracting and Subcontracting of Work

During the term of this Agreement the employer shall not contract out or subcontract any work that would result in a layoff to employees or undermine the Association.

ARTICLE 10 — Consolidation and Elimination of Jobs

The Employer agrees that any consolidation and/or elimination of jobs shall not be effected without prior consultation with the Association.

If the parties are unable to agree and the layoff of an employee is involved, the dispute shall be submitted to the final step of the grievance procedure.

#### III. NO STRIKE OR LOCKOUT

#### ARTICLE 11 - No Strike or Lockout

The Association agrees that during the life of this Agreement the Association, its agents, or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage or strike against the Employer.

The Employer agrees that, during the life of this Agreement, there will be no lockout.

# IV. INFORMATION EXCHANGE AND DISSEMINATION

ARTICLE 12 — Special Conferences

Special conferences for important matters will be arranged between the President of the Association and the Employer, or their designated representatives, upon the request of either party. Such meetings shall be between not more than four (4) representatives of the Association and four (4) representatives of the Employer, in addition to the Association attorney. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Also at that time, the parties shall agree as to the starting time of the conference. No more than six (6) special conferences shall be held every year. It is understood that the limitations contained herein may be waived by mutual agreement of the parties.

#### ARTICLE 13 — Bulletin Boards

The Employer will provide the Association with a bulletin board which is easily accessible to all members of the Association, upon which the Association may post notices.

#### ARTICLE 14 — Consultation with Association

The Employer agrees that it shall consult the Association when formulating and implementing major personnel policies, practices and other major matters affecting work conditions. Failure to do so, shall not be grievable.

## ARTICLE 15 — Personnel Information

- An employee covered by this Agreement shall, on his request and by appointment, be permitted to examine his
  personnel file. An employee may be given a copy of any material in his file if it is to be used in connection with
  a grievance or a personnel hearing.
- No material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the records.
- 3. An employee may request that any derogatory material not relevant to his employment be reviewed and destroyed after two (2) years. The employee's department head will determine whether the material will be retained or removed from his personnel jacket, but the employee's employment history shall not be altered. If the employee disagrees with his department head as to the relevancy of the material, the employee may request in writing that the Chief judge's decision shall be binding; provided, however, any derogatory material more than five (5) years old must be destroyed.

#### V. SENIORITY

ARTICLE 16 - Seniority

- 1. County Seniority shall mean an employee's total length of creditable service within the County, and it shall be applicable to the layoff provisions, Section VII.
- 2. Departmental seniority shall mean an employee's total length of service within the Circuit Court bargaining unit, and it shall be applicable to the promotion provisions of this section. Seniority shall not apply to an employee until he has completed his initial probationary period. The probationary period for new employees shall be ninety (90) days from date of employment. Upon satisfactory completion of his initial probationary period, the employee shall be credited with seniority from his date of hire.
- When making promotions or filling newly-created jobs, the procedures which exist on the effective date of this Agreement shall prevail except as modified below:
  - (a) An employee shall meet the minimum qualifications;
  - (b) Vacancies shall be posted on appropriate bulletin boards for a period of seven (7) working days before the vacancy is filled;
  - (c) With respect to tests/or examinations, the Employer assures the Association that continuing efforts will be made to devise such tests and/or examinations that directly relate the tests and/or examinations to the skills, abilities, and qualifications actually required for the position.
  - (d) Other factors being relatively equal, Circuit Court Seniority shall first prevail and then County Seniority;
  - (e) In the event a senior employee applies for a promotion and is denied the promotion, if s/he so requests, s/he shall be given a written statement of the reasons for denial.

#### ARTICLE 17 — Seniority Lists

- 1. Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.
- The seniority list in effect on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- 3. The Employer will keep the seniority list up to date at all times and will provide the Association with up-to-date copies at least every six (6) months.
- 4. The Employer will notify the Association monthly of new hires and terminations.

#### ARTICLE 18 - Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

- S/He quits or retires and is not rehired within one (1) calendar year. Provided that a person rehired will not be promoted for one (1) year subsequent to the date of rehire.
- 2. S/He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- 3. S/He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer shall send written notification to the employee at his/her last known address that s/he has lost his/her seniority and his/her employment has been terminated. If the disposition made in any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- If s/he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- 5. Return from sick leave and leaves of absence will be treated the same as above.

#### ARTICLE 19 - Transfers

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one (1) year, transfers back to a position within the bargaining unit, he shall have his original department seniority date minus the time he was out of the unit. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

# ARTICLE 20 — Leaves of Absence Without Pay

- 1. Leaves of absence may be granted for the following reasons:
  - (a) Illness leave (physical or mental).
  - (b) Prolonged illness in the immediate family.
  - (c) Maternity Leave.
  - (d) Educational Leave.
  - (e) Public or union service leave.
  - (f) Personal Leave.
- 2. Illness Leave:
  - (a) Application for illness leave must be made in writing and accompanied by a written statement from the employee's physician. Such leave shall be granted in up to ninety (90) day segments or lesser segments as determined by the employee's doctor, up to a period of one (1) year.

A doctor's statement may be requested at each 90-day interval, and reviewed by the Employer. However, in no case shall illness leave be denied until one year has elapsed. An employee's position will be held open for him/her for six (6) months while he/she is on illness leave. After the six (6) months period the Employer shall attempt to place the person in Court employment. Illness leave shall be granted without loss of seniority for a period of one year, and may be extended upon approval of the Employer.

- (b) An employee may elect to use accumulated sick leave before beginning an illness leave of absence.
- (c) Employees shall be allowed to take a one-year leave of absence due to pregnancy. Such leave of absence shall not affect continuous service or classification of the employee. Upon knowledge of pregnancy, the employee shall furnish the Employer with verification from a physician, indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be allowed to work. An employee's position will be held open for her for six months while she is on maternity leave. After the six (6) months period, the Employer shall attempt to place the person in Court employment. Maternity leave shall be granted without loss of seniority for a period of one year and may be extended upon approval of the Employer.
- (d) An employee may elect to use accumulated sick leave before beginning a maternity leave of absence.
- (e) Life insurance and hospitalization coverages shall be continued with the Employer paying the full cost of such life insurance and hospitalization up to six months as are in effect for the benefit of the employees for the abovementioned leaves of absence.
- 3. Prolonged Illness in the Immediate Family:
  - (a) Application for leave for prolonged illness in the immediate family must be made in writing and must be accompanied by a statement from the doctor certifying the necessity of such leave. Such leave shall be granted in up to 90-day segments, up to a period of one year. A doctor's statement may be requested at each 90-day interval and reviewed by the Employer. However, in no case shall illness leave for a prolonged illness in the immediate family be denied until a one year period has elapsed. An employee's position will be held open for him/her for up to six months while he/she is on illness in the immediate family leave. After such six (6) month period, the Employer shall attempt to place the employee within Court employment. Prolonged illness leaves shall be granted with no loss of seniority for a period of up to one year, and may be extended upon approval of the Employer.
  - (b) Life Insurance and Hospitalization Coverage shall be continued with the Employer paying the full amount for such life insurance and hospitalization, up to six months, as are in effect for the benefit of the employee as when he/she went on prolonged illness leave.

- (c) For purposes of this Article the term immediate family is defined as the parent, spouse, sibling, child, grand-parent, grandchild or someone with whom the employee has a legal guardian relationship, or a related member of an employee's household.
- 4. Educational Leave:
  - (a) An educational leave may be granted by the Employer to an employee who wishes to improve his/her work skills. Educational leave shall be granted in semesters or terms, up to one year. An employee's position will not be held open for him/her while he/she is on educational leave. However, the Employer will attempt to place the employee within Court employment.
  - (b) An employee must have one year of continuous full time employment with the Court to be eligible for an educational leave.
- Public or Union Service Leaves:
  - (a) A leave for the purpose of performing public or union service shall be granted for periods up to two years. An employee's position will be held open for him/her while he/she is on union service leave for a period of one year. Public or union service leave shall be granted without loss of seniority.
  - (b) Two members of the Association elected to attend a function of the Association, such as conventions or educational conferences, shall be allowed time off with pay to attend such conferences and/or conventions. This allowance entitles these two members to one day, with pay, to attend such function.
  - (c) An employee must have one year of continuous full time employment with the Court to qualify for a public or union service leave.
- 6. Personal Leaves:
  - (a) Personal leaves may be granted by the Employer for periods of up to three months. An employee must have one year of employment with the Court to be eligible for a personal leave. A request for personal leave must be made in writing.
  - (b) Child Care Leave An employee who becomes a parent, either by birth or adoption, may be granted by the Employer a leave of absence of up to six months from the date of birth or initial adoption. An employee's position shall be held open for six (6) months for him/her while he/she is on child care leave. Life insurance and hospitalization coverages shall be continued with the Employer continuing to pay the full cost of such life insurance and hospitalization up to six months as are in effect for the benefit of the employees while on child care leave.
  - (c) Hardship Leave A member of the bargaining unit not eligible for a personal leave may be granted a leave without pay for up to three months for "hardship reasons".
- 7. General Policies:
  - (a) All leaves of absence shall be requested in writing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in a department scheduling. One month is considered sufficient time for the Employer to schedule.
  - (b) No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining employment with another employer. No employee shall be employed while on leave of absence. In certain cases exceptions to the employment rule may be granted by mutual agreement of the employee and the Association.
  - (c) All leaves in this article shall be without pay except as specifically provided for.
  - (d) The amount of sick time and vacation time accrued by the employee before the effective date of leave shall be maintained. No additional time shall be accrued during the leave and none may be taken during the leave. An employee may elect to use accumulated sick leave or vacation leave before beginning a medical leave of absence.
  - (e) During a leave, both the County's (if any) and the employee's contributions to the employee's retirement plan are discontinued as benefits do not accrue. Accrued benefits are not forfeited.
  - (f) Return from leave. Employees must return from leave on the specified date on the "Personnel Action Request" form. Failure to confirm the intention to return, or notify the court of intention to resign, two weeks prior to the expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to the expiration of a leave will be permitted in the event the employee provides the Court with a thirty-day notice of intent to return to work.
  - (g) Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.
  - (h) An employee's anniversary date shall be his original date minus the time on the leave of absence.
- 8. Reserve Training Leave:

An employee who is a member of an Armed Forces Reserve unit shall be allowed leave, not to exceed ten (10) working days per year, for the purpose of attending scheduled training activities requiring absence from County duties. Employees on such leave shall be paid the difference between their Court salary and the amount of salary received from the United States Government. Such leaves for special duty call-ups over and beyond the 10 days annually must be approved by the Employer.

- 9. Military Leave:
  - (a) Should an employee enlist or be drafted during a declared war or state of national emergency in any of the five (5) branches of the Armed Services he will be granted a leave of absence without pay for the duration of the enlistment or draft.

(b) Upon discharge from service under conditions other than "Dishonorable", the veteran has ninety (90) days from date of discharge to return his County job reinstatement. Should the employee return within this time period, he will be reinstated in his former job or one comparable to it at the same grade and step he received at the time the military leave was granted. The employee will receive all general pay increases which occurred during the leave. The reinstatement will automatically pick up the original hire date, including credit for the length of military leave for the purpose of pay adjustments based on longevity. Those employees who were drafted and subsequently reinstated under this provision shall receive department seniority credit equal to the length of military service.

ARTICLE 21 — Temporary Assignments

1. Temporary assignments for the purpose of filling vacancies of employees who are on leaves may be granted by the Court Administrator to the senior employee who desires said position and who meets the minimum requirement for such job. Such employee will receive the rate of pay of any higher classification for all hours worked while filling such vacancy. In each instance when a vacancy exists, the Court Administrator must so declare in writing and designate the employee to fill that vacancy.

#### VI. NEW JOB POSITIONS

ARTICLE 22 — Job Postings and Bidding Procedures

- 1. All vacancies and/or newly-created positions within the bargaining unit shall be posted on bulletin boards agreeable to the Association within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of departmental seniority and qualifications. Provided, that any senior employee moving into a new employment classification in a department different than his old department will begin at the lowest position in that classification. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting periods. The employee with highest departmental seniority applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:
  - (a) His desire to remain on the job.

(b) His ability to perform the job.

- 2. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons given for denial, the denial shall be a proper subject for the grievance procedure. The Employer shall furnish the Association President with a copy of each job posting at the same time the notices are posted on the bulletin board, and at the end of the posting period the Employer shall furnish the Association President with a copy of the list of names of those employees who applied for the job and thereafter notify the President as to who was awarded the job.
- 3. During the four-week trial period the employee shall have the opportunity to revert back to his former classifiction. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

4. During the trial period employees will receive the rate of the job they are performing. Employees required to work in a higher classification shall be paid the rate of the higher classification.

#### ARTICLE 23 — Rates for New Jobs

When a new job is created, the Employer will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association requests, within one week of notification, the rate shall be subject to negotiations. If the Employer determines that an emergency exists, it shall set the rate without prior negotiations with the Association, and subsequent to the effective date of the rate, the Employer shall notify the Association of the rate. If the Association requests, within one week of the notification, the rate shall be subject to negotiations and if a different rate is agreed upon, it shall be retroactively applied.

#### VII. LAYOFFS

ARTICLE 24 — Layoff

- 1. The word, "layoff" means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.
- 2. In the event it becomes necessary for a layoff, the Employer shall meet with the designated Association Representatives at least thirty (30) days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees in the bargaining unit scheduled for layoff, their names, seniority, job titles and work locations. If the Association does not agree to the necessity for such layoff, the matter shall become a proper subject for the final step of the grievance procedure.
- 3. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees within a classification shall be laid off in the inverse order of their Circuit Court bargaining unit seniority. The order of layoff shall start with the least senior employee on the Circuit Court bargaining unit seniority list, in that classification and department; being laid off first. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff. During layoff there shall be no regularly scheduled overtime within the classification where the layoff exists.

4. When the Employer opens old positions or newly created jobs, employees on layoff status, will be reinstated in order of their seniority for any position which they are qualified to hold before new job applicants are considered.

5. This bargaining unit is considered to be independent of and not subject to any Countywide, interdepartmental transfer, resulting from a layoff in another bargaining unit.

ARTICLE 25 — Worker's Compensation

- 1. Each employee will be covered by the applicable Worker's Compensation Laws. The Employer further agrees that any employee eligible for Worker's Compensation will receive, in addition to his Worker's Compensation, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income up to one year.
- 2. An employee on Worker's Compensation for a period longer than one year will be allowed to utilize any accrued sick leave or vacation on the same basis as (1) to supplement his Worker's Compensation in an amount sufficient to maintain his regular weekly income until said benefits are exhausted.

#### VIII. EDUCATION

# ARTICLE 26 — Tuition Reimbursement

- Any permanent, fulltime employee who has had one (1) year of county service shall receive 50% financial reimbursement for tuition and fees for courses that meet one of the following conditions:
  - (a) The course is directly related to the assigned duties of the staff member in his present position and a direct application of knowledge to be gained in the course can be clearly stated;
  - (b) The course is in preparation for possible future duties that may be assigned the staff member in his present position or upon reassignment (promotion);
  - (c) Courses are either required or elective subjects necessary to obtain a diploma, certificate, or degree provided that the total program has first been approved by the Employer:
- A passing grade or, if no grades are given for the course, certification or completion of course requirements, is necessary and a copy of evidence is to be presented to the Employer in order to receive any reimbursement.

ARTICLE 27 — Training and Employee Development

The parties agree that for the good of the Court, employees should be encouraged to participate in training and employee development programs. To this end the Employer shall attempt to develop in-service training or make available out-service training to meet the needs of the Court.

# IX. DISCIPLINE AND DISCHARGE

ARTICLE 28 — Discipline

- 1. Employees shall be subject to discipline by the Employer for just and proper cause. Such employees who are disciplined shall be furnished the reason or reasons for the discipline in writing and shall, subject to the provisions of this agreement, be provided the opportunity to comment in writing in their own defense.
- 2. When the Employer takes action under this section which either the employee or the Association believes is improper or unjustified, he or it shall have the right to process a grievance through the grievance procedure.

ARTICLE 29 — Discharge and Suspension

- 1. The Employer agrees prior to the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the Employer's intention to discharge or suspend the employee. Said written notice shall contain the specific reasons for the discharge or suspension.
- 2. The employee shall be allowed to discuss the proposed discharge or suspension with his steward, and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the proposed discharge or suspension with the employee and the steward.
- 3. Should the employee and/or steward consider the discharge or suspension to be improper, it shall be submitted to the final step fo the grievance procedure.
- 4. In imposing any discipline or discharge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

#### ARTICLE 30 — Grievance Procedure

- 1. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the event giving rise to the grievance. The Employer will answer, in writing, any grievance presented to it, in writing, by the Association. The following three-step grievance procedure shall be followed for all grievances.
  - STEP 1 Any employee having a grievance shall present it to the Employer as follows:
  - (a) If an employee feels he has a grievance, he may discuss the grievance with the steward or directly with his supervisor.
  - (b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance.

(d) The immediate supervisor shall give his answer to the steward within two (2) working days of receipt of the grievance. STEP 2 If the grievance remains unsettled it shall be presented by the Association, in writing, to the representative designated by the Chief Circuit Judge within three (3) working days after the response of Step 2 is due. The designated representative shall sign and date the Association's copy. The designated representative shall respond in writing to the Association within five (5) working days. The designated representative may gain an extension of time upon written request to the Association.

STEP 3

- (a) If the dispute(s) remain unsettled, and the Association wishes to carry the matter(s) further, the Association shall within fifteen (15) calendar days file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The decision of the arbitrator shall be binding on both sides. The expenses for the arbitration shall be shared equally between the Employer and the Association except that the arbitrator shall have the authority to award arbitration expenses (not including attorney's fees) to either party if he determines that either party has been unreasonable or arbitrary.
- (c) Any individual employee may process his grievance and have the grievance heard without the participation of the Association representative, provided that the Association shall have been informed of the time and place of such grievance meeting in order to be present. No adjustment shall be made at any step of the procedure which is inconsistent with the terms of the Agreement. If the Association alleges that the Employer has made a settlement proposal which is inconsistent with the Agreement, it shall process the case in the next step of the grievance procedure.

(d) An arbitrator shall have no power to add to, or to subtract from, or modify any terms of the Agreement.

(e) Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.

(f) If the Employer fails to answer the grievance at Step 3 within the time limits, it shall be deemed settled on the basis of the Association's last demand, provided that such settlement shall not be precedent for pending or future grievances.

2. Prohibition of Appeal — It shall be understood that no member of the bargaining unit who elects to process a grievance through the procedure herein described shall have the option of using any other appeal procedure for the adjudication of this grievance.

3. Copies — A copy of any written complaint or written decision in any step of the grievance procedure shall be filed with the Employer or his Representative and the Association by the party filing the complaint and the party rendering the decision.

#### X. BENEFITS

#### ARTICLE 31 — Rest Periods

Rest periods or coffee breaks shall be allowed at least twice a day for no longer than fifteen (15) minutes each. Rest periods may not be accumulated in any manner.

#### ARTICLE 32 — Pay Periods

Employees shall be paid every other Friday.

#### ARTICLE 33 — Hours of Work

1. Present practices pertaining to hours of work during the workday and the work week shall be continued for the duration of this Agreement, provided however, that where changes are required the Employer shall notify the Association thirty (30) days prior to the tentative implementation date of such anticipated change in order to afford the Association an opportunity to negotiate with the Employer in reference to said change.

2. If the parties are unable to agree to the proposed change, the Employer may implement the change and the Associa-

tion may process its objections to the change through the grievance procedure contained herein.

3. The basic work week for full-time employees is 371/2 hours per week.

# ARTICLE 34 — Overtime and Compensatory Time

#### **Employees Other Than Court Reporters**

Section 1. Non-Exempt Employees

(a) Overtime may be authorized by the employees Department Head for FLSA non-exempt positions and is compensated at the rate of one and one-half (1½) for hours worked in excess of thirty seven and one-half (37½) hours in a week for departments normally working thirty-seven and one half (37½) hours per week.

(b) For FLSA non-exempt employees, the accrual and payment requirements of compensatory time shall be governed

by the FLSA.

If overtime is required, the supervisor and employee shall agreee about whether such time will be paid or will be compensatory time off. If there is no agreement, the employee will be paid.
 Employees may not accrue more than two hundred-forty (240) hours of compensatory time. Any time worked

over that amount must be paid.

Upon termination employees shall be paid for unused compensatory time.
 Section 2. Exempt Employees

(a) Overtime may be authorized by the employee's Department Head for FLSA exempt positions and is compensated on a straight time compensatory time off basis for hours worked in excess of regular hours [specified in 1.(a)].

(b) For FLSA exempt employees, compensatory time may be accumulated up to a maximum of ten (10) days or seventy-five (75) hours. Any unused compensatory time shall be lost as of December 31 of each year and shall not be carried over from year to year except for compensatory time earned in the month of November and December which may be taken during the following year. The ten (10) day maximum accumulation shall not apply to compensatory time earned and taken within the same or ensuing pay period. FLSA exempt employees shall not be paid for unused compensatory time.

Section 3. Court Reporters

As to Court Reporters, the County and Association agree that for purposes of the Fair Labor Standards Act (FLSA), they are non-professional and are therefore non-exempt employees. Court Reporters shall be paid compensatory time on a straight time compensatory time off basis for hours worked in excess of 37.5 hours in a week to 40 hours per week. For hours in excess of 40 hours per week, the approval and payment requirements for compensatory time and overtime shall be governed by the provisions of the FLSA for non-exempt employees.

Section 4. Use of Compensatory Time

(a) The use of compensatory time will be scheduled at the mutual convenience of the employee and the Department Head, and can be taken in amounts of one-half (1/2) hour or larger, including a full day, or two (2) or more consecutive days.

(b) Each department Head and Payroll will keep a complete record of all compensatory time earned and allowed his/her employees.

ARTICLE 35 — Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 36 — Pay Advance

1. If a regular pay day falls during an employee's vacation or he is to be on vacation for two weeks or longer, he shall be entitled to receive that check in advance before going on vacation. An employee must make such request through his supervisor to the payroll section, in writing, two (2) weeks in advance, if he desires to receive a paycheck before leaving.

2. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

3. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

XI. GENERAL

ARTICLE 37 — Masculine Includes Feminine

Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

ARTICLE 38 — Savings Clause

Should any part of this Agreement be rendered or declared invalid by reason of any existing legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 39 — Successor Clause

This Agreement shall be binding upon the Employer's successor, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 40 — Entirety and Modification Clause

The Employer and the Association agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supercede all previous communication, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

ARTICLE 41 — Management Rights and Responsibilities

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the Court. The Chief Judge Rule, contained in MCR 8.110 E(3) shall be applicable, notwithstanding any contract provisions to the contrary.

## ARTICLE 42 — Termination and Modification

1. This Agreement shall be in full force and effect from January 1, 1991, except as otherwise noted, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other as set forth in Section 3 below.

2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve notice upon the other advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic resource to support their request for revisions if the parties fall to agree thereon.

3. This Agreement, except as modified in Section 1 and 2 above, expires on December 31, 1992. If either party does not wish to continue this contract in full force and effect from year to year thereafter, that party shall notify the other party

prior to December 31, 1992.

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

#### XII. ECONOMIC BENEFITS

#### ARTICLE 43 — Sick Leave

1. All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

2. For payment purposes, a county employee may accumulate a "bank" of 120 working days for sick leave. For use

as sick time it shall be unlimited accumulation.

3. Sick leave is provided for protection against loss of income in the event of unavoidable absence resulting from illness, injury or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.

4. An employee eligible for sick leave with pay may use such sick leave for absence as follows:

- (a) due to personal illness, dental care, or physical incapacity caused by factors over which the employee has no reasonable control.
- (b) due to exposure to contagious disease by which the health of others would be endangered by attendance at work (a physician's statement recommending absence from work may be requested).

(c) due to illness in the immediate family which requires the care of the employee for their well being.

(d) due to lost time not covered by compensation if the employee is injured on the job.

- 5. The term "immediate family" as used in this section means spouse, parent of employee or spouse, sibling, child, grandparent, grandchild or someone with whom the employee has a legal guardian relationship or a related member in an employee's household.
- 6. A physician's certificate of the employee's inability to work, or ability to return to work may be required: (a) if it is necessary to be absent on sick leave in excess of five (5) days; or (b) when an employee is ready to return to work following prolonged absence. If the employer has not given advance notice that a physician's statement is necessary, an employee will be allowed time off to obtain said statement if it is necessary.

7. When an employee finds it necessary to be absent for any reason, he should cause the facts to be reported to his Department as soon as possible, and where a relief employee is required, such report must be made before the hour to report for work, where possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

- 8. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one hour, but need not be charged until at least one-half ( $\frac{1}{2}$ ) day is accumulated;
- 9. Each Department Head will keep a record of sick leave for each of his employees and will report all sick leave absences to the Payroll Department each pay period.

10. Payment will be made for 50% of unused sick days upon severance after five (5) years of seniority.

11. An employee may accumulate in excess of 120 days for use only as sick time. There shall be no payment whatsoever for any days accumulated in excess of 120 days.

#### ARTICLE 44 — Funeral Leave

1. An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from sick leave, for death in the immediate family. The immediate family is defined as immediate family under the sick leave provision. An additional two (2) funeral leave days with pay shall be granted in the event of the death of a spouse, parent or child of the employee or employee's spouse. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from his sick leave. The Association President, or his representative, shall be allowed one (1) funeral leave day, with pay, in the event of a death of a member of the Association who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

2. If the death or funeral occurs outside the State, the employee shall be granted, upon request, a reasonable number of additional days or accumulated vacation leave or leave without pay for travel to attend the funeral or to make necessary

arrangements for a funeral in the State.

ARTICLE 45 — Personal Business Days

1. Employees shall be allowed to utilize five (5) vacation days as personal business days, which may be taken one (1) day at a time. The employees utilizing vacation as personal business time must notify his/her supervisor at least three (3) days in advance when possible, but in any event no later than the starting time of the employee's regular shift.

2. Employees at their option may charge two (2) of their personal leave days to sick rather than vacation.

#### ARTICLE 46 - Life Insurance

1. The Employer agrees to pay full cost of premiums for Life Insurance for permanent salaried and hourly-rated employees who work 30 hours or more per week. This insurance also provides accidental death and dismemberment coverage. Coverage is effective six (6) months following hire. The amount of Life Insurance ranges between \$8,000 minimum and \$16,000 maximum based on one (1) times the annual current salary including longevity payments, but excluding overtime payments, adjusted to the next higher \$500 (if not a multiple of 500).

Examples:

(a) All employees earning \$8,000 or less are insured for \$8,000.

(b) All employees earning \$8,001-\$8,500 are insured for \$8,500; \$8,501-\$9,000 for \$9,000; \$9,001-\$9,500 for \$9,500, etc.

(c) All employees earning \$16,000 and above are insured for \$16,000.

- 2. As of August 1, 1986, the maximum shall be increased to \$35,000.
- 3. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 47 — Hospitalization-Medical-Dental Coverage

- 1. The Employer agrees to continue in full force and effect the existing Blue Cross-Blue Shield coverage on behalf of employees qualified for same.
- 2. The Employer agrees to pay the full premimum for hospitalization-medical coverage for all full-time employees and employees working thirty (30) hours or more, and his/her family, the plan to be Blue Cross-Blue Shield, MVF I, Master Medical IMB-OB. This coverage shall be applied to all employees covered by the terms of this Agreement.
- 3. The Employer agrees to pay the full premium for hospitalization-medical coverage for the employee and his/her family during an employee's absence as a result of an injury, illness, or maternity, for the first six (6) months.
- 4. Continue the same benefits with the County paying the full premium for the present benefits and for a \$2.00 co-pay prescription drug rider to be effective July 1, 1980.
  - 5. The County will pay the full premium for the following dental benefits: 100% of treatment costs for Preventive, Diagnostic (except Radiographs) and Emergency Palliative (Class I) services and 50% of the balance of Class I benefits paid by Delta and 50% of treatment costs paid by Delta on Class II benefits, with a \$750 maximum per person per contract year, plus Orthodontic benefits at 50% of treatment costs on Class III (Orthodontic) benefits, with a \$600 lifetime maximum per person.
- 6. Those employees, who have insurance coverage elsewhere and elect not to be covered under the County hospitalization insurance plan for a period of one year, shall receive a payment of \$100 to be payable to the employee at the end of the one-year period. It is understood that if both a husband and wife are employed by Washtenaw County and are eligible for full insurance benefits, only one shall be covered and no special payment shall be received.

#### ARTICLE 48 — Vacations

1. A permanent, full time employee will earn credits toward vacation with pay in accordance with the following schedule:

Vacation Accrual Table

Vacation Accidal lable						
Years of	Annual	Vacation	Vacation Accrua			
Service	Days	Hours	Days	Hours		
1 year	12	90.0	24	180.0		
2-5	15	112.5	30	225.0		
6-10	18	135.0	36	271.0		
11-15	20	150.0	40	300.0		
16-21	22	165.0	44	330.0		
22-up	25	187.5	50	375.0		

2. An employee shall not be eligible for vacation during their probationary period but upon completion of said probationary period an employee shall be credited with one (1) day of vacation for each month of continuous service, dating from his first day worked.

3. The vacation allowance for permanent, salaried, part-time employees, is pro-rated according to actual time-worked. Temporary and permanent hourly rated employees who work less than one-half time, shall not be granted vacations with

pay. All employees who work one-half time or more, will receive vacation on a pro-rated basis.

4. Employees are encouraged to take yearly vacations. In no case will an employee accrue more than twice the amount of annual vacation to which he/she is entitled as of 1/1. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled as of 12/31, any accrued days beyond twice the annual amount shall be lost.

5. Scheduling of vacations will be worked out on a department basis, giving preference to seniority as to choice of times of vacation.

6. When a holiday is observed by the employer during a scheduled vacation, the vacation may be extended one (1)

day continuous with vacation, or the employee will be allowed to "bank" such day(s) for future use.

7. If an employee develops a major illness or incurs an injury and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation, unless the employee chooses to accrue vacation in accordance with paragraph 4.

ARTICLE 49 — Vacation Pay Advance

1. If a regular pay day falls during an employee's vacation, and he is to be on vacation for two weeks or longer, he may request to receive that check in advance before going on vacation, provided the request is submitted by the employee not later than two (2) weeks prior to his scheduled vacation.

2. If two regular pay days should fall within an employee's vacation, he shall be given one check, but the deductions

from that check will be as though they were two separate distinct pay periods.

#### ARTICLE 50 — Pensions

There exists two (2) retirement plans for employees within the bargaining unit:

The Washtenaw County Retirement System; and

2. The Washtenaw County 401(a) Money Purchase Pension Plan.

Employees who were employed on November 1, 1984 will continue to be members of the Washtenaw County Retirement System unless they exercise their option to withdraw from said system and exercise an option to participate in the Washtenaw County 401(a) Money Purchase Pension Plan.

Employees who are hired on or after November 1, 1984 shall be part of the Washtenaw County 401(a) Money Purchase

Pension Plan.

The Washtenaw County Retirement System

1. A retirement program exists and deductions are made each pay day for deposit to the Employees' Retirement Plan. The Employer contributes each year an amount that presently is approximately one and one-half (11/2) times the employee's contributions. The employees contribution shall be 6% of annual compensation.

2. Benefits are based on salary and length of service, being equal to one and two tenths (1.2) percent of final average salary up to four thousand two hundred (4,200), one and seventh tenths (1.7) percent of salary above four thousand two hundred (4,200) dollars, multiplied by the number of years of service upon retirement. The result of this computation is the amount of annual retirement benefit. The multiplier shall be two (2) percent of final average compensation times the number of years of service upon retirement with a maximum of 75% of the final average compensation.

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

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

5. Deferred retirees will be allowed to participate, at their own expense in the County Blue Cross/Blue Shield program,

once they are placed on the County retirement roles.

6. The Employer agrees to pay the premium for Blue Cross and Blue Shield hospitalization insurance presently in effect

for regular Court employees, for retirees from the date of their retirement until they reach their 65th birthday.

7. Upon the employee's reaching his/her 65th birthday, the Employer agrees to pay the premiums for Blue Cross and Blue Shield Medicare Supplement insurance and for two thousand (2,000) dollars of life insurance for employees retiring. The Employer also agrees to pay the Blue Cross and Blue Shield for the retiree's spouse when it pays for the retiree's medical insurance.

The Washtenaw County 401(a) Money Purchase Pension Plan

8. The provisions of the Washtenaw County 401(a) Money Purchase Pension Plan as set forth in the "Washtenaw County OPTION C RETIREMENT PLAN Primary Features of 401(a) 'Money Purchase' Pension Plan' and the "Washtenaw County Money Purchase Pension Plan" both adopted by the Washtenaw County Board of Commissioners on December 19, 1984, are incorporated herein and made a part thereof. Both the employee's and the employer's contribution shall be five (5) percent. Employees in the Money Purchase Pension Plan may receive long-term disability coverage by the employee paying the cost of the premium through payroll deduction.

#### ARTICLE 51 — Holiday Provisions

1. The paid holidays are designated as:

(a) New Year's Day (1/1) and 1/2 day before\*

(b) Martin Luther King Day (Third Monday in January)

(c) President's Day

(d) Memorial Day (last Monday in May)

(e) July 4th

- (f) Labor Day (first Monday in September)
- (g) Columbus Day (second Monday in October)

(h) Veterans' Day

Thanksgiving Day (fourth Thursday in November)

Day After Thanksgiving

(k) Christmas Day (12/25) and 1/2 day before\*

(I) Good Friday (12-5p.m.)

\*The ½ day off before New Year's Day and Christmas Day applies only when 12/25 and 1/1 fall normally on Tuesday, Wednesday, Thursday or Friday.

2. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday

shall be considered as the holiday.

3. Any permanent full-time employee who is required to work on any holiday listed above shall be reimbursed therefore by compensatory time off at a rate of time and one-half. Hourly-rated employees working 30.0 hours a week or more shall be compensated for holidays, provided they work both the scheduled work day before and scheduled work day after such holiday.

ARTICLE 52 — Longevity

Employees will receive longevity payments on the first pay period following their anniversary, on the below mentioned basis: Upon completion of 5 years of service and less than 10 years, 3% of salary.

Upon completion of 10 years and less than 15 years, 5% of salary.

Upon completion of 15 years and less than 20 years, 7% of salary.

Upon completion of 20 years and over, 9% of salary.

#### ARTICLE 53 — Merit Increase

1. The merit increase system of pay increase on anniversary dates with department head approval shall be retained.

2. Salary increases within established salary rate ranges shall be provided to recognize satisfactory performance and

continued good service upon written approval of the Department Head.

3. New employees, permanent full-time and permanent part-time, are normally hired at Step 1 in the salary grade applicable to the position. At the end of the first calendar year of satisfactory employment, a Department Head may increase the employee to Step 2. Merit step increases after an employee's first year of service shall be full step advancements on an annual basis in accordance with the employee's eligibility date. The merit increase rate for full-time or part-time permanent employees shall be determined as follows:

Employment Status	Rate of Merit Increase
Full-time	100%
⁴⁄₅ time	80%
3/4 time	75%
3/5 time	60%
½ time	50%

4. A Department Head may approve an initial compensation at a rate higher than the minimum rate in the salary schedule for the grade when the needs of the service make such action necessary or the employee's qualifications justify such action. An employee hiring in at Step 1 or higher shall not be eligible for an increase to the next step for one calendar year.

5. Whenever an employee is promoted to a position with a higher compensation grade, he shall receive a salary upon transfer equal at least to a full step for the class from which promoted but not to exceed 15 percent.

# ARTICLE 54 — Education Increase

The Employer agrees to pay a one step or five (5%) percent increase whichever is less for the attainment of a Master's Degree related to his employment. If the employee is hired with a Master's Degree, he will receive this 5% increment after completion of one (1) year of full-time employment. The determination as to the Degree's relation to employment shall be made by the Department Head.

ARTICLE 55 — Unemployment Compensation

The Employer shall provide Michigan Employment Security Commission unemployment compensation unless otherwise negotiated with the Union. The Employer shall notify the employees as to the procedure they are to use, upon advising them of any layoff contemplated, in order that they may properly apply for unemployment compensation.

ARTICLE 56 — Car or Mileage Allowance

The Employer agrees to reimburse employees for their personal cars while on assignment the mileage rate approved by the Internal Revenue Service (IRS).

ARTICLE 57 — Expense Account

The Employer agrees to reimburse the employee for all reasonable expenses incurred, meal, lodging, etc., while away from the work station, in the performance of his duties. The Washtenaw County Travel and Reimbursement Policy shall apply to all members of the Association.

ARTICLE 58 — Parking Facilities

 Parking at present County work locations will be free of charge except for those areas such as downtown Ann Arbor, where charges are customary in other adjacent parking facilities. Downtown parking will be governed by the following:

- 2. The fee shall be \$10 per month for all downtown parking, payable by payroll deduction of \$5 for the first two pay periods of the month.
- Anyone who has a space in the Courthouse and Catherine Street Annex lots shall not lose that space.
- 4. The priorities for the downtown Ann Arbor lots will be as follows:
  - a.) Handicapped.
  - b.) Elected officials and department heads.
  - c.) Those who work in the downtown locations and make frequent use of their vehicles (at least five (5) times a week in County business; trips outside normal working hours, evening meetings, work on weekends, etc. are excluded); and
  - d.) Certain outlying employees who must frequently come downtown on County business.
  - e.) All others by seniority. It is understood that the County will move employees with greatest length of service to the Courthouse, Catherine Street Annex and Main/Ann Street Lots when the higher priorities are met.
- 5. The fee for all downtown parking at the new structure will be \$20 per month. The other lots shall remain at \$10 per month except that all employees that are hired after January 1, 1989 shall pay \$20 per month.

#### ARTICLE 59 — Classifications

The salary schedules for 1991 and 1992 are included as General Salary Schedule which begins on page 16. The following is a list of the classifications included in the unit and their grade under these schedules.

Court Reporter — 22

Senior Assignment Clerk/Judicial Secretary — 20

Judicial Secretary — 18

Central Assignment Clerk — 15

Assistant Judicial Secretary - 15\*

Circuit Court Office Assistant/Administration - 15

Circuit Court Office Assistant/Probation Payments — 15

Court Recorder — 15

\*effective 1/1/91

ARTICLE 60 — Distribution of Agreement

The Employer agrees to prepare a first draft of a new contract within sixty (60) days after negotiations. The parties shall execute the contract within thirty (30) days thereafter. The Employer shall distribute the new contract to the members of the union within thirty (30) days of execution.

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

WASHTENAW COUNTY COURT EMPLOYEES ASSOCIATION

22nd JUDICIAL CIRCUIT

Past President

Chief Judge

By:

VaL-Le Fuehrer President

COUNTY OF WASHTENAW

Meri Lou Murray, Chair

Washtenaw County Board of Commissioners

Attested to:

Washtenaw County Clerk/Register

Letter of Understanding

 The hiring, discipline and discharge of the Administrative Secretary/Assignment Clerks are not subject to the grievance procedure. All other terms, conditions and articles of the collective bargaining agreement shall apply to these positions.

**Additional Step** 

The additional step previously provided for in the collective bargaining agreement will be eliminated as of January 1, 1991. Those receiving it under the previous contract will continue to receive it until October 1, 1992. These employees will receive the same step increases as the other employees in the Union on January 1, 1991, July 1, 1991, and May 1, 1992. However, on October 1, 1992, they will not receive the 4% increase that other members of the Court Employees Association receive. They will instead revert back one salary grade, and be paid the salary equivalent to the same AFSCME step and grade. After October 1, 1992, there will be no additional step for any employee within the Washtenaw County Washtenaw Court Employees Association.

# GENERAL SALARY SCHEDULES

#### SCHEDULE F EFFECTIVE 1/1/91 FOR 19 - COURT EMPLOYEES ASSOCIATION

CTEDE	1		-	,	-	,	_	
STEPS GRADES		2	3	4	5	6	7	8
7	15,092 \$580.46 \$7.7395	15,535 \$597.51 \$7.9669	16,006 \$615.62 \$8.2083	16,496 \$634.47 \$8.4595	17,012 \$654.32 \$8.7243	17,553 \$675.11 \$9.0015		2
8	15,535 \$597.51 \$7.9669	16,006 \$615.62 \$8.2083	16,496 \$634.47 \$8.4595	17,012 \$654.32 \$8.7243	17,553 \$675.11 \$9.0015	18,118 \$696.84 \$9.2911		
9	16,006 \$615.62 \$8.2083	16,496 \$634.47 \$8.4595	17,012 \$654.32 \$8.7243	17,553 \$675.11 \$9.0015	18,118 \$696.84 \$9.2911	18,714 \$719.78 \$9.5970		
10	16,496 \$634.47 \$8.4595	17,012 \$654.32 \$8.7243	17,553 \$675.11 \$9.0015	18,118 \$696.84 \$9.2911	18,714 \$719.78 \$9.5970	19,342 \$743.94 \$9.9192		
11	17,012 \$654.32 \$8.7243	17,553 \$675.11 \$9.0015	18,118 \$696.84 \$9.2911	18,714 \$719.78 \$9.5970	19,342 \$743.94 \$9.9192	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	
12	17,553 \$675.11 \$9.0015	18,118 \$696.84 \$9.2911	18,714 \$719.78 \$9.5970	19,342 \$743.94 \$9.9192	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	
13	18,118 \$696.84 \$9.2911	18,714 \$719.78 \$9.5970	19,342 \$743.94 \$9.9192	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	
14	18,714 \$719.78 \$9.5970	19,342 \$743.94 \$9.9192	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	
15	19,342 \$743.94 \$9.9192	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	
16	20,001 \$769.28 \$10.2570	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647	
17	20,688 \$795.71 \$10.6095	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647	25,619 \$985.34 \$13.1379	
18	21,415 \$823.65 \$10.9820	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647		26,592 \$1,022.78 \$13.6370	
19	22,174 \$852.84 \$11.3712	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647	25,619 \$985.34 \$13.1379	26,592 \$1,022.78 \$13.6370	27,612 \$1,062.00 \$14.1600	
20	22,974 \$883.62 \$11.7816	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647	25,619 \$985.34 \$13.1379	26,592 \$1,022.78 \$13.6370	27,612 \$1,062.00 \$14.1600	28,682 \$1,103.14 \$14.7085	29,778 \$1,145.33 \$15.2710
21	23,811 \$915.82 \$12.2110	24,696 \$949.85 \$12.6647	25,619 \$985.34 \$13.1379	26,592 \$1,022.78 \$13.6370	27,612 \$1,062.00 \$14.1600	28,682 \$1,103.14 \$14.7085	29,778 \$1,145.33 \$15.2710	30,920 \$1,189.22 \$15.8563
22	24,696 \$949.85 \$12.6647	25,619 \$985.34 \$13.1379	26,592 \$1,022.78 \$13.6370	27,612 \$1,062.00 \$14.1600	28,682 \$1,103.14 \$14.7085	29,778 \$1,145.33 \$15.2710	30,920 \$1,189.22 \$15.8563	32,113 \$1,235.11 \$16.4681
23	25,619 \$985.34 \$13.1379	26,592 \$1,022.78 \$13.6370	27,612 \$1,062.00 \$14.1600	28,682 \$1,103.14 \$14.7085	29,778 \$1,145.33 \$15.2710	30,920 \$1,189.22 \$15.8563	32,113 \$1,235.11 \$16.4681	33,369 \$1,283.43 \$17.1124

SCHEDULE F EFFECTIVE 7/1/91 FOR

19	-	COURT	EMPL OYEES	ASSOCIATION
		COOK	THE FOILES	MOSCULATION

STEPS GRADES	1	2	3	4	5	6	7	8
7	15,469 \$594.98 \$7.9330	\$612.46	16,406 \$631.01 \$8.4135	\$650.33	\$670.68			
8	15,924 \$612.46 \$8.1661	16,406 \$631.01 \$8.4135	16,908 \$650.33 \$8.6710	17,438 \$670.68 \$8.9424	\$691.99	18,571 \$714.26 \$9.5234		
9	16,406 \$631.01 \$8.4135	16,908 \$650.33 \$8.6710	17,438 \$670.68 \$8.9424	\$691.99	18,571 \$714.26 \$9.5234	19,182 \$737.77 \$9.8369		
10	16,908 \$650.33 \$8.6710	17,438 \$670.68 \$8.9424	17,992 \$691.99 \$9.2265	\$714.26	\$737.77			
11	17,438 \$670.68 \$8.9424	17,992 \$691.99 \$9.2265	18,571 \$714.26 \$9.5234		\$762.54	20,501 \$788.51 \$10.5134		
12	17,992 \$691.99 \$9.2265		19,182 \$737.77 \$9.8369	19,826 \$762.54 \$10.1672	\$788.51	21,206 \$815.60 \$10.8747	21,950 \$844.25	
13	18,571 \$714.26 \$9.5234	19,182 \$737.77 \$9.8369	19,826 \$762.54 \$10.1672	20,501 \$788.51 \$10.5134	\$815.60	21,950	22,728 \$874.16	
14	19,182 \$737.77 \$9.8369	19,826 \$762.54 \$10.1672	20,501 \$788.51 \$10.5134	21,206 \$815.60 \$10.8747			\$905.71	
15	19,826 \$762.54 \$10.1672		21,206 \$815.60 \$10.8747	21,950 \$844.25 \$11.2566	22,728 \$874.16 \$11.6555	23,548 \$905.71 \$12.0761	24,407 \$938.72 \$12.5163	
16	20,501 \$788.51 \$10.5134	21,206 \$815.60 \$10.8747	21,950 \$844.25 \$11.2566	22,728 \$874.16 \$11.6555		\$938.72	25,314 \$973.60 \$12.9813	
17	21,206 \$815.60 \$10.8747	21,950 \$844.25 \$11.2566	22,728 \$874.16 \$11.6555	23,548 \$905.71 \$12.0761		25,314 \$973.60 \$12.9813	26,259 \$1,009.97 \$13.4663	
18	21,950 \$844.25 \$11.2566	22,728 \$874.16 \$11.6555	23,548 \$905.71 \$12.0761	24,407 \$938.72 \$12.5163	\$973.60	26,259 \$1,009.97 \$13.4663		
19	22,728 \$874.16 \$11.6555	23,548 \$905.71 \$12.0761	24,407 \$938.72 \$12.5163	25,314 \$973.60 \$12.9813	26,259 \$1,009.97 \$13.4663	27,257 \$1,048.34 \$13.9779	28,302 \$1,088.55 \$14.5140	
20	23,548 \$905.71 \$12.0761	24,407 \$938.72 \$12.5163	25,314 \$973.60 \$12.9813	26,259 \$1,009.97 \$13.4663	27,257 \$1,048.34 \$13.9779	28,302 \$1,088.55 \$14.5140	29,399 \$1,130.72 \$15.0762	30,523 \$1,173.96 \$15.6528
21	24,407 \$938.72 \$12.5163	25,314 \$973.60 \$12.9813	26,259 \$1,009.97 \$13.4663	27,257 \$1,048.34 \$13.9779	28,302 \$1,088.55 \$14.5140	29,399 \$1,130.72 \$15.0762	30,523 \$1,173.96 \$15.6528	31,693 \$1,218.95 \$16.2527
22	25,314 \$973.60 \$12.9813	26,259 \$1,009.97 \$13.4663	27,257 \$1,048.34 \$13.9779	28,302 \$1,088.55 \$14.5140	29,399 \$1,130.72 \$15.0762	30,523 \$1,173.96 \$15.6528	31,693 \$1,218.95 \$16.2527	32,916 \$1,265.99 \$16.8798
23	26,259 \$1,009.97 \$13.4663	27,257 \$1,048.34 \$13.9779	28,302 \$1,088.55 \$14.5140	29,399 \$1,130.72 \$15.0762	30,523 \$1,173.96 \$15.6528	31,693 \$1,218.95 \$16.2527	32,916 \$1,265.99 \$16.8798	34,203 \$1,315.52 \$17.5402

SCHEDULE F EFFECTIVE 5/1/92 FOR

# 19 - COURT EMPLOYEES ASSOCIATION

STEPS GRADES	1	2	3	4	5	6	7	8
	7 16,088 \$618.77 \$8.2503	16,561 \$636.95 \$8.4927	17,063 \$656.25 \$8.7500	17,585 \$676.34 \$9.0178		18,711 \$719.67 \$9.5956		*
	8 16,561 \$636.95 \$8.4927	17,063 \$656.25 \$8.7500	17,585 \$676.34 \$9.0178	18,135 \$697.51 \$9.3001	18,711 \$719.67 \$9.5956	19,313 \$742.82 \$9.9043		
9	9 17,063 \$656.25 \$8.7500	17,585 \$676.34 \$9.0178	18,135 \$697.51 \$9.3001		\$742.82	19,949 \$767.28 \$10.2304		
1	0 17,585 \$676.34 \$9.0178	18,135 \$697.51 \$9.3001	18,711 \$719.67 \$9.5956	19,313 \$742.82 \$9.9043	\$767.28	\$793.04		
1	1 18,135 \$697.51 \$9.3001	18,711 \$719.67 \$9.5956	19,313 \$742.82 \$9.9043	\$767.28		\$820.04		
12	18,711 \$719.67 \$9.5956	19,313 \$742.82 \$9.9043	19,949 \$767.28 \$10.2304	20,619 \$793.04 \$10.5739	\$820.04		22,828 \$878.02 \$11.7069	
13	3 19,313 \$742.82 \$9.9043	19,949 \$767.28 \$10.2304	20,619 \$793.04 \$10.5739	21,321 \$820.04 \$10.9339	\$848.23	\$878.02	23,637 \$909.13 \$12.1217	
14	\$767.28 \$10.2304	20,619 \$793.04 \$10.5739	21,321 \$820.04 \$10.9339	22,054 \$848.23 \$11.3097	\$878.02	\$909.13	24,490 \$941.93 \$12.5591	
15	20,619 \$793.04 \$10.5739	21,321 \$820.04 \$10.9339	22,054 \$848.23 \$11.3097	22,828 \$878.02 \$11.7069	23,637 \$909.13 \$12.1217	\$941.93	\$976.28	
16	\$21,321 \$820.04 \$10.9339	22,054 \$848.23 \$11.3097	22,828 \$878.02 \$11.7069	23,637 \$909.13 \$12.1217	24,490 \$941.93 \$12.5591	25,383 \$976.28 \$13.0170		
17	7 22,054 \$848.23 \$11.3097	22,828 \$878.02 \$11.7069	23,637 \$909.13 \$12.1217	24,490 \$941.93 \$12.5591	25,383 \$976.28 \$13.0170	26,326 \$1,012.55 \$13.5006	27,310 \$1,050.38 \$14.0050	
18	\$22,828 \$878.02 \$11.7069	23,637 \$909.13 \$12.1217	24,490 \$941.93 \$12.5591	25,383 \$976.28 \$13.0170	\$1,012.55	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	
15	23,637 \$909.13 \$12.1217	24,490 \$941.93 \$12.5591	25,383 \$976.28 \$13.0170	26,326 \$1,012.55 \$13.5006	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	
20	24,490 \$941.93 \$12.5591	25,383 \$976.28 \$13.0170	26,326 \$1,012.55 \$13.5006	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	30,574 \$1,175.94 \$15.6792	31,744 \$1,220.92 \$16.2789
21	25,383 \$976.28 \$13.0170	26,326 \$1,012.55 \$13.5006	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	30,574 \$1,175.94 \$15.6792	31,744 \$1,220.92 \$16.2789	32,960 \$1,267.71 \$16.9028
22	26,326 \$1,012.55 \$13.5006	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	30,574 \$1,175.94 \$15.6792	31,744 \$1,220.92 \$16.2789	32,960 \$1,267.71 \$16.9028	34,232 \$1,316.63 \$17.5550
23	27,310 \$1,050.38 \$14.0050	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	30,574 \$1,175.94 \$15.6792	31,744 \$1,220.92 \$16.2789	32,960 \$1,267.71 \$16.9028	34,232 \$1,316.63 \$17.5550	35,572 \$1,368.14 \$18.2418
24	28,347 \$1,090.28 \$14.5370	29,434 \$1,132.10 \$15.0946	30,574 \$1,175.94 \$15.6792	31,744 \$1,220.92 \$16.2789	32,960 \$1,267.71 \$16.9028	34,232 \$1,316.63 \$17.5550	35,572 \$1,368.14 \$18.2418	36,976 \$1,422.15 \$18.9620

#### SCHEDULE F EFFECTIVE 10/1/92 FOR 19 - COURT EMPLOYEES ASSOCIATION

STEPS		1	2	3	4	5	6	7	8
GRADES	7	\$16,738 \$643.76 \$8.5834	\$17,229 \$662.66 \$8.8354	\$17,751 \$682.73 \$9.1030	\$18,295 \$703.64 \$9.3819	\$18,868 \$725.68 \$9.6757	\$748.70		
	8	\$17,229 \$662.66 \$8.8354	\$17,751 \$682.73 \$9.1030	\$18,295 \$703.64 \$9.3819	\$18,868 \$725.68 \$9.6757	\$19,466 \$748.70 \$9.9826	\$20,093 \$772.82 \$10.3043		
	9	\$17,751 \$682.73 \$9.1030	\$18,295 \$703.64 \$9.3819	\$18,868 \$725.68 \$9.6757	\$19,466 \$748.70 \$9.9826	\$20,093 \$772.82 \$10.3043	\$20,756 \$798.30 \$10.6440		
	10	\$18,295 \$703'.64 \$9.3819	\$18,868 \$725.68 \$9.6757	\$19,466 \$748.70 \$9.9826	\$20,093 \$772.82 \$10.3043	\$20,756 \$798.30 \$10.6440	\$21,452 \$825.06 \$11.0008		
	11	\$18,868 \$725.68 \$9.6757	\$19,466 \$748.70 \$9.9826	\$20,093 \$772.82 \$10.3043	\$20,756 \$798.30 \$10.6440	\$21,452 \$825.06 \$11.0008	\$22,182 \$853.16 \$11.3755		
	12	\$19,466 \$748.70 \$9.9826	\$20,093 \$772.82 \$10.3043	\$20,756 \$798.30 \$10.6440	\$21,452 \$825.06 \$11.0008	\$22,182 \$853.16 \$11.3755	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	
	13	\$20,093 \$772.82 \$10.3043	\$20,756 \$798.30 \$10.6440	\$21,452 \$825.06 \$11.0008	\$22,182 \$853.16 \$11.3755	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	
	14	\$20,756 \$798.30 \$10.6440	\$21,452 \$825.06 \$11.0008	\$22,182 \$853.16 \$11.3755	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	
	15	\$21,452 \$825.06 \$11.0008	\$22,182 \$853.16 \$11.3755	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	
	16	\$22,182 \$853.16 \$11.3755	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	
	17	\$22,944 \$882.47 \$11.7662	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	
	18	\$23,750 \$913.46 \$12.1794	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	
	19	\$24,592 \$945.85 \$12.6113	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	
	20	\$25,479 \$979.96 \$13.0661	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	\$31,809 \$1,223.41 \$16.3121	\$33,025 \$1,270.19 \$16.9359
	21	\$26,408 \$1,015.70 \$13.5426	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	\$31,809 \$1,223.41 \$16.3121	\$33,025 \$1,270.19 \$16.9359	\$34,291 \$1,318.89 \$17.5852
	22	\$27,389 \$1,053.43 \$14.0457	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	\$31,809 \$1,223.41 \$16.3121	\$33,025 \$1,270.19 \$16.9359	\$34,291 \$1,318.89 \$17.5852	\$35,615 \$1,369.79 \$18.2639
	23	\$28,412 \$1,092.76 \$14.5701	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	\$31,809 \$1,223.41 \$16.3121	\$33,025 \$1,270.19 \$16.9359	\$34,291 \$1,318.89 \$17.5852	\$35,615 \$1,369.79 \$18.2639	\$37,007 \$1,423.36 \$18.9781
	24	\$29,492 \$1,134.29 \$15.1239	\$30,623 \$1,177.82 \$15.7043	\$31,809 \$1,223.41 \$16.3121	\$33,025 \$1,270.19 \$16.9359	\$34,291 \$1,318.89 \$17.5852	\$35,615 \$1,369.79 \$18.2639	\$37,007 \$1,423.36 \$18.9781	\$38,469 \$1,479.56 \$19.7275

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