

AGREEMENT

Between

**87th C - DISTRICT COURT
(Employer)**

and

**CRAWFORD COUNTY BOARD OF COMMISSIONERS
(Funding Unit)**

and

87TH C – DISTRICT COURT EMPLOYEES

Chapter of Local #2759

MICHIGAN COUNCIL #25

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

AFL-CIO

Effective October 1, 2009 to September 30, 2012

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AGREEMENT

AGREEMENT. THIS AGREEMENT effective October 1, 2009 between the 87th – C District Court as the employer, the Crawford County Board of Commissioners as the funding unit and the 87th – C District Court employees, Chapter of Local #2759, Michigan Council #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter referred to as the union.

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 interests of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depends upon the Employer's success in establishing 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.

ARTICLE 1. RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of Michigan 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 this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees employed by 87th – C District Court, **BUT EXCLUDING** elected and appointed officials, co-op students and supervisors as defined by the Michigan Employment Relations Commission.

Section 1.1. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full-time and regular part-time employees who are employed in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable:

- (a) Full-Time Employees. A full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the Employer.
- (b) Regular Part-Time Employees. A regular part-time employee is one who is working regularly on a regular schedule more than fourteen (14) hours a week but less than the official workweek in a position classified by the Employer.
- (c) Non-Regular Employees. A non-regular employee is an employee who is working on any other basis, including seasonal, temporary, or other than a regular part-time employee.
- (d) Chief Judge. Shall be defined as The Elected Probate/District Court Judge for Crawford County as authorized by Michigan Court Rule 8.110

Section 1.2. Non-Regular Employees.

(a) The Employer reserves the right to hire other than regular employees and these employees will not be covered by the terms of this Agreement; however, they shall not be used in such a manner as to replace or displace bargaining unit employees. Temporary employees shall not perform work regularly and normally performed by bargaining unit employees on a continuing basis unless the temporary employee is filling in for the absence of a bargaining unit employee.

(b) If a temporary employee is retained beyond one hundred eighty (180) calendar days, he shall attain seniority unless the one hundred eighty (180) calendar day period is extended by mutual agreement of the Employer and the Union. Temporary employees may be retained longer than one hundred eighty (180) calendar days without attaining seniority in cases where the employee is filling in for an employee who is on a leave of absence.

(c) Temporary employees shall not be compensated above the start rate of the position they are filling.

Section 1.3. Aid to Other Unions. 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 Union.

ARTICLE 2.
UNION SECURITY AND CHECKOFF

Section 2.0. Agency Shop.

(a) 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 continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement.

(b) 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 continued employment, to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or 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 the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 2.1. Checkoff and Remittance of Dues.

(a) The Employer shall deduct Union dues and service fees as certified by the Secretary-Treasurer of the Union (from the first pay period of each month). Such deduction shall be made only after the checkoff form has been signed by the employee. The Union shall refund to the employee Union dues, service fees, initiation or records maintenance fees, or assessments erroneously

deducted by the Employer and paid to the Union.

(b) The Union shall notify the Employer in writing of the amount of dues, service fees uniformly required by the Union deducted and whenever they are changed thereafter. Application for checkoff of dues, service fees shall be made by individual employees on a form to be furnished by the Union.

(c) Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each shall be forwarded to the Secretary-Treasurer of Council #25 at the time that dues and fees are remitted. This shall be done within one (1) week after the close of the second pay period of the month.

(d) The Union shall hold the Employer harmless for any and all claims, costs, fees, judgments of any kind that may be asserted against the Employer as a result of any actions taken by the Employer pursuant to the terms of this Agreement, provided, the Union will provide any required legal counsel of its choice.

ARTICLE 3. **REPRESENTATION**

Section 3.0. Union Representation. The employees covered by this Agreement shall be represented by a chapter chairperson and one (1) steward. The Employer will be notified in writing of the names of the chapter chairperson and the steward before they will be recognized.

Section 3.1. Lost Time. The Employer agrees to pay the steward, bargaining committee, and the chapter chairperson for time spent while acting in a representative capacity for processing grievances and negotiations, but only for the straight-time hours they would have worked on their regular schedule.

Section 3.2. Collective Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by two (2) employees, one of whom shall be the chapter chairperson.

Section 3.3. Orientation. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities there under, the Employer will allow the Local Union President or a designee to meet with the new bargaining unit member(s) within thirty (30) days of their hire date. The meeting will be subject to the scheduling needs of the involved Department Heads and last for no longer than 30 minutes.

Section 3.4. P.E.O.P.L.E. The employer agrees to deduct from the wages any bargaining unit member a PEOPLE deduction as provided for in a written authorization (form to be provided by union). Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and union. The Employer agrees to remit any deductions made pursuant to this provision promptly (usually within 30 days) to the union along with a roster denoting each employee that contributed, their contributions and for which pay periods the contributions were processed.

ARTICLE 4.
RIGHTS OF THE EMPLOYER

Section 4.0. Rights.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, are the rights to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities, departments, and their locations; to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary functions of the Employer, provided that these rights shall not be exercised in violation of any specific provision of this Agreement.

(b) The Employer shall also have the right to promote, assign, transfer, suspend, discipline, and discharge for just cause, lay off, and recall personnel; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

(c) The provisions of this Section are reserved solely and exclusively to the Employer, require no prior negotiation or consultation with the Union, and, as such, are not subject to the Grievance and Arbitration provisions of this Agreement unless such reserved rights are modified by the express written provisions of this Agreement.

Section 4.1. Work Rules. The Employer reserves the right to publish, promulgate, change and enforce from time to time reasonable work rules and regulations which are not inconsistent with this Agreement. These rules shall be made available in writing to all employees. The reasonableness and enforcement of the rules shall be subject to the Grievance Procedure.

Section 4.2. Chief District Court Clerk. The parties to this Agreement recognize that the Chief Judge is entitled by law to one (1) Chief District Court Clerk who serves at the will of the Chief Judge. Therefore, it is agreed the Chief Judge may, in his sole discretion, select his Chief District Court Clerk and that such Chief District Court Clerk may be demoted at the Chief Judge's discretion without regard and without recourse to this Agreement. Absent extenuating circumstances, such demotion will not result in the replacement or displacement of any other employee.

ARTICLE 5.
PROBATION

Section 5.0. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) calendar year, after which their seniority shall be as of their last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated by the Employer without regard to this Agreement and without recourse to the Grievance and Arbitration Procedures. An employee's probationary period may be extended an additional thirty (30) days upon written mutual agreement between the parties.

Section 5.1. Transfer to Full-Time Status. In the event a part-time employee is transferred to full-time status, the employee shall serve a ninety (90) calendar day probationary period, during which time he may be laid off or terminated by the Employer without regard and without recourse to this Agreement.

ARTICLE 6. **DISCIPLINE**

Section 6.0. Just Cause. The Employer agrees that it will not discipline or discharge without just cause.

Section 6.1. Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously and four (4) years in the instance of destruction or alteration of documents and/or records or theft.

Section 6.2. Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

Section 6.3. Discipline Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 2 of the Grievance Procedure within three (3) working days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE 7. **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 7.0. Definition of Grievance. A grievance shall be defined as a complaint by an employee covered by this Agreement or the Union alleging a violation of a specific provision of this Agreement.

Section 7.1. Grievance Procedure. All grievances shall be handled in the following manner:

- (a) Step 1. Oral Conference. Within five (5) days of the occurrence of the incident giving rise to a complaint, the affected employee or the steward (if the grievance involves rights granted to the Union rather than an individual employee) shall discuss the complaint with the Court Administrator.
- (b) Step 2. Appeal of a Grievance. To appeal a grievance not satisfactorily resolved at Step 1, the grievant shall reduce it to writing and submit it to the Chief Judge within five (5) days of the Step 1 oral response. The written grievance shall name the employee (s) involved, state the facts giving rise to the grievance, identify the specific provisions of this Agreement alleged to have been violated, state the desired relief and be signed by the affected employee or, if a Union grievance, by the steward. Within five (5) days after the written grievance is filed, a meeting shall be held between the affected employee, the steward or chapter chairperson and, if the Union desires, a representative of Michigan Council #25, and the Chief Judge. The Step 2 written answer shall be due within five (5) days of the date of the meeting.

Section 7.2. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall advance automatically to the next step. If the Employer fails to respond within the time limits set forth in Step 2, the Union may file for arbitration in accordance with the provisions of this Agreement.

Section 7.3. Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays and holidays recognized by this Agreement shall be excluded.

Section 7.4. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate to the Chief Judge within thirty (30) days following receipt of the Employer's disposition in Step 2 of the Grievance Procedure.

Section 7.5. Selection of Arbitration Panel.

- A. Within ninety [90] days of the receipt of the written demand for arbitration, the Union shall notify one of the arbitrators from the permanent roster of arbitrators: Thomas Gravelle, David Grissom & Ildiko Knott. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned the first case. The next arbitrator on the list will be assigned the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.
- B. The parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall be defined as three [3] months or longer). The parties may then move to the next arbitrator listed.
- C. An arbitrator may be removed from the list by written notice of either party during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty [30] days after such removal the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
- D. If the parties agree with regards to a particular case not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

Section 7.6. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall decide the merits of the grievance only if arbitrability is decided affirmatively. By accepting a case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement.

Section 7.7. Arbitrator's Award. The arbitrator's award shall be final and binding on the Employer, Union, and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if the arbitrator has exceeded his jurisdiction under this Agreement.

ARTICLE 8. **SPECIAL CONFERENCES**

Section 8.0. Special Meetings. Special conferences for important matters will be arranged between the chapter chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. 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. Conferences shall be held within the ten (10) working days after the request is received except in the event that a necessary party to the conference is unavailable. Then such meeting shall be held within three (3) days of the party's return. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreeable by both the Union and the Employer. Members of the Union shall not lose time or pay for time spent in such special conferences. The special conferences may be attended by representatives of the Council and/or International Union. It is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the special conference.

ARTICLE 9. **WORK STOPPAGES**

Section 9.0. No Strike Pledge. The Union agrees that there shall be no strikes, sit-downs, stay-aways, stay-ins, stoppages of work, or any acts which interfere with the services of the Employer, as long as this Agreement is in force.

Section 9.1. Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 9.0 shall be subject to such disciplinary action as the Employer deems appropriate up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of the immediately preceding section. Any appeal to the Grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the immediately preceding section.

Section 9.2. No Lockout. The Employer agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE 10. **SENIORITY**

Section 10.0. Definition of Seniority. Seniority shall be defined as the length of the employee's continuous service with the 87th – C District Court (previously known as 83rd District Court and/or the 46th Circuit Trial Court), commencing with his most recent date of hire. The applications of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 10.1. Seniority Lists. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee. The seniority list will show the date of hire, names, and job titles of all employees of the unit entitled to seniority. The Employer will keep the seniority list up to date at all times and will provide the chapter chairperson with up-to-date copies at least every one hundred eighty (180) calendar days.

Section 10.2. Super Seniority. The chapter chairperson, during his term of office, shall head the seniority list of the unit in the event of layoff and recall only, provided he can perform the available work.

Section 10.3. Part-Time Employee Seniority. There shall be a separate seniority list for part-time employees. Seniority for part-time employees shall be based on straight-time hours actually worked. In the event a part-time employee is transferred to full-time status, the employee shall serve a ninety (90) calendar day probationary period, during which time he may be laid off or terminated by the Employer without regard and without recourse to this Agreement. Upon completion of the probationary period, the employee's seniority shall commence from the date the employee was transferred to full-time status.

Section 10.4. Accrual while on Workers' Compensation Leave. In the event an employee is absent due to illness and/or injury for which workers' compensation is paid, seniority shall continue to accumulate for twelve (12) months after the leave commenced.

Section 10.5. Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- (a) He quits and/or retires.
- (b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the Grievance Procedure.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave will be treated the same as (c) above; seniority shall be bridged upon return from an approved leave of absence which does not provide for seniority accrual.
- (f) Absence due to injury or disease for which workers' compensations is paid shall not terminate an employee's seniority.
- (g) He is on layoff status for a period of time equal to his seniority or twenty-four (24) months, whichever is less.

Section 10.6. Transfer Rights of Employees.

(a) If an employee transfers to a position that is under the Employer but not included in the bargaining unit and thereafter, within four (4) weeks, reverts back to an open position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred.

Section 10.7. Continued Seniority. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided for in one of the Leave of Absence Sections of this Agreement.

ARTICLE 11.
LAYOFF AND RECALL

Section 11.0. Order. In the event a reduction in personnel occurs, the Employer agrees to lay off temporary and probationary employees first. Thereafter, further layoffs shall be by inverse order of seniority in the classification affected, provided that the remaining senior employees are capable of performing the required work.

Section 11.1. Super Seniority. The chapter chairperson, during his term of office, shall head the seniority list of the unit in the event of layoff and recall only, provided he can perform the available work.

Section 11.2. Notice. In the event a layoff is necessary, the Employer shall notify the chapter chairperson and the affected employee(s) at least two (2) weeks prior to the effective date of the layoff. Such notice shall include the number of employees scheduled for layoff, their names, last date of hire, job titles and department. Employees who are to be laid off shall be given notice of layoff two (2) weeks in advance.

Section 11.3. Bumping Rights. Upon being laid off from his classification, an employee who so requests, within three (3) days of the notice of layoff, shall be entitled to displace an employee in an equal or lower classification within the bargaining unit, provided, however, that he has greater seniority than the employee who he is to replace and he has the present ability and training to perform the required work. Employees who change classifications in lieu of layoff shall be paid the same salary step in the range of the lower classification to which he has been demoted as he was paid in his classification prior to the layoff. If the proposed reduction in personnel would result in a more senior employee being laid off while a less senior employee is to remain at work and it appears the senior employee has the necessary skill and experience to perform the work of the remaining less senior employee, the Employer and the Union shall schedule a meeting for the purpose of discussing the reassignment of personnel. If no agreement is reached, the Union may request arbitration on the issue of reassignment of personnel within ten (10) days of the date of the meeting.

Section 11.4. Overtime. During a layoff, there shall be no scheduled statutory overtime on a regular basis.

Section 11.5. Recall. In the event that the work force is increased, recall to work shall be in the inverse order of seniority, with the most senior employee being recalled first, provided that such employee is capable of performing the required work.

Section 11.6. Notification of Recall. Notice of recall shall be sent to the employee at his last known

address by registered or certified mail. If an employee fails to report for work within five (5) calendar days from the date of receipt of notice of recall, he shall be considered a voluntary quit.

Section 11.7. State or Federal Funded Employees. All employees included in the unit who are there as a result of temporary state and/or federal funded programs will be laid off in accordance with the terms and conditions of this Agreement if such funded programs are discontinued. Such employees will be recalled in accordance with the provisions of this Agreement, provided that such recall shall not be accomplished if it would result in a violation of state and/or federal statutes or regulations. Nothing in this Agreement shall prevent the Employer from hiring new employees under state and/or federal funded programs during periods of layoff if such laid off employees fail to meet the eligibility requirements of such programs.

Section 11.8. Reduction in Hours. In the event of a reduction in the number of work hours in the normal workday and/or workweek, employees will receive the benefits granted to other court employees working the same number of reduced and/or part time status hours. However, union employees working for the Court as of the signing date of this contract shall be grandfathered in, whereas, if their hours are reduced, they will continue to receive full time benefits.

ARTICLE 12. **TRANSFER OF WORK BETWEEN DEPARTMENTS**

Section 12.0. In the event of the movement of work covered by this Agreement from one department to another, the Employer agrees to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, the Union will notify the Employer within five (5) working days. Thereafter, the matter shall become a proper subject for negotiations.

ARTICLE 13. **CONSOLIDATION OR ELIMINATION OF JOBS**

Section 13.0. Consolidation or Elimination of Jobs. The Employer agrees that, before any consolidation or elimination of jobs, it will meet with the Union to discuss the impact of such action on bargaining unit employees. It is also agreed that if the results of said meeting are not conclusive and there exists a dispute, said dispute shall be submitted to the final step of the Grievance Procedure.

ARTICLE 14. **WORK PERFORMED BY SUPERVISORS**

Section 14.0. Work Performed by Supervisors. Supervisory employees or non-bargaining unit members shall not be permitted to perform work within the bargaining unit if the results would cause a layoff of the employees of the bargaining unit, except as ordinarily and customarily performed in the past and except as may be required by federal and/or state statutes and regulations.

ARTICLE 15.
SUBCONTRACTING

Section 15.0. Subcontracting. During the term of this Agreement, the Employer will not contract out or subcontract any work, in whole or in part, that would result in a unit-wide layoff.

ARTICLE 16.
VACANCIES

Section 16.0. Job Posting and Bidding Procedure.

(a) If there is a vacancy in an entry level bargaining unit job or when a new work classification is created, the Employer will post a notice of such vacancy on the bulletin board for five (5) working days. The posting shall indicate the classification of work, department, and pay grade. Chief District Court Clerk positions are excluded from posting requirements. Any employee who wishes to be considered for a permanent transfer to such job may sign the posting and shall notify the Employer that he/she had done so. The Employer will consider all applicants. The Employer shall consider the applicants' experience and qualifications, including skill, ability and work record, as determined by the Employer. If the experience and qualifications are equal, the qualified bargaining unit applicant with greatest seniority shall be awarded the job.

(b) The chapter chairperson shall be furnished with a copy of any job posting at the time the job is posted. After the posting period has elapsed, the Chapter Chairperson shall be furnished with a list of the applicants and the name of the person awarded the job.

(c) Within thirty (30) working days after the posting period has elapsed, all applicants will be notified whether they were awarded or denied the job. In the event a more senior applicant from within the Department is denied the job, the reason for the denial shall be given in writing to the employee and his/her Chapter Chairperson. A denial to such an applicant may be subject to the Grievance Procedure when the position is granted to a non-bargaining unit applicant.

Section 16.1. Promotions.

(a) Promotions may be made by the Employer, first from any qualified bargaining unit employees as determined by the Employer. In the event the Employer determines there are no qualified bargaining unit employees, the position shall be filled as provided in Section 16.0 above.

(b) The successful applicant shall serve a four (4) week trial period in the new position. During such trial period, the employee may be returned to his/her former classification if the employee is unsatisfactory in the new position. Upon request, the employee shall receive in writing the evidence of his unsatisfactory performance. Such action shall not be considered a demotion. The employee shall also have the right to revert back to his/her former classification during the trial period at his/her discretion.

(c) The chapter chairperson shall be furnished with a copy of any job posting at the time the job is posted. After the posting period has elapsed, the Chapter Chairperson shall be furnished with a list of the applicants and the name of the person awarded the job.

(d) Commencing the first (1st) pay period following the job advancement, the

employee who is awarded the job shall be paid at the step in the pay range for the new classification that reflects an increase from his/her present rate.

Section 16.2. Chief District Court Clerk. The parties to this Agreement recognize that the Chief Judge is entitled by law to one (1) Chief District Court Clerk who serves at the will of the Chief Judge. Therefore, it is agreed the Chief Judge may, in his sole discretion, select his Chief District Court Clerk and that such Chief District Court Clerk may be demoted at the Chief Judge's discretion without regard and without recourse to this Agreement. Absent extenuating circumstances, such demotion will not result in the replacement or displacement of any other employee.

ARTICLE 17. **TRANSFERS**

Section 17.0. Transfer Rights of Employees.

(a) If an employee transfers to a position that is under the Employer but not included in the bargaining unit and thereafter, within four (4) weeks, reverts back to an open position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

(b) If and when a department or division is transferred from the Courthouse to another location for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire, and classification. Location exchange will be allowed in such cases.

(c) In the event of the movement of work covered by this Agreement from one department to another, the Employer agrees to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, the Union will notify the Employer within five (5) working days. Thereafter, the matter shall become a proper subject for negotiations.

ARTICLE 18. **TEMPORARY ASSIGNMENTS**

Section 18.0. Temporary Assignments. Temporary assignments, where the Employer elects to use them for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

ARTICLE 19. **LEAVES OF ABSENCE**

Section 19.0. Family and Medical Leave.

(a) General.

1. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the twelve (12) month period preceding the leave date shall be granted an unpaid personal leave of absence for a period not to exceed a total of twelve (12) weeks within a twelve month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. Employees who have worked less than twelve months or who have worked less than 1250 hours in the twelve (12) months preceding the leave date may be granted unpaid leave of absence at the discretion of the Employer. An unpaid leave of absence under this section shall (as to eligible employees) or may (as to ineligible employees) be granted in the following cases.
 - a. A serious health condition that makes the employee unable to perform the functions of his/her position;
 - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - c. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child;
 - d. Because of the birth of a child of the employee and in order to care for such child; or
 - e. For other reasons deemed appropriate by the Employer.
2. Employees shall be required to exhaust all "paid days off" resulting from the accrual of the eight (8) days per year which was historically called "sick and personal time," prior to any unpaid leave of absence for condition (a) above. This requirement shall not be interpreted to require an employee to use his/her "monetary bank." For any of the other above listed reasons cited at b through e, employees shall be required to exhaust their accrued "additional paid days off" (which was historically called vacation time) prior to any unpaid leave of absence.
3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

6. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 and should be interpreted and applied to achieve that effect.

(b) Continuation of Benefits. All leaves of absence under this section shall be without pay (except where the employee is required to exhaust accrued leave as above) and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums, in the manner it does for active employees, for eligible employees who have worked at least 1250 hours of service in the twelve (12) months prior to the leave, for a maximum period of twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c) or (d) listed in the first Section (a) 1, above. This twelve (12) week period of health insurance continuation shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverage at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate "paid days off" or "additional paid days off" nor be paid for holidays which may fall during any unpaid leave periods. Seniority shall not accrue while an employee is on an unpaid leave of absence.

(c) Reinstatement After Leave. When a leave of absence under condition (a) above is granted for longer than twelve (12) months, or under conditions (b), (c) or (d) above is granted for longer than twelve (12) weeks, or for longer than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when the employee returns to work. That decision will be at the discretion of the Employer.

(d) Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the anticipated birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice prior to the date of leave, except that if the actual date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

(e) Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification

issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

(f) Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

(g) Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

(h) Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 19.1. Extended Sick Leave. Extended sick leave without pay shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require written medical proof of disability. An employee may be on sick leave for a period of not more than twenty-four (24) months or the length of his seniority, whichever is less, unless the Employer in its sole discretion extends the sick leave. If the Employer in its discretion extends the employee's sick leave, seniority shall not continue to accumulate during the time of such extension. The Employer may request as a condition of continuance of any extended sick leave proof of continuing disability.

Section 19.2. Medical Evaluation. In situations where the employee's physical or mental condition raise a reasonable question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of its choosing and at its expense and if the medical opinion is that the employee is not able to perform the job, require the employee to take an extended sick leave of absence.

Section 19.3. Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to six (6) months' leave of absence without pay. A six (6) month extension of the leave of absence may be granted at the option of the Employer. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on the length of service with the Employer, nor shall seniority accumulate beyond that time. Leaves under this Section may be taken for the following purposes:

- (a) Serving in any elected or appointed position, public or union.
- (b) Prolonged illness in the employee's immediate family.
- (c) Education.

Section 19.4. Union Leave. Members of the Union selected to attend a function of the Union shall be allowed time off without loss of time or pay to attend, but not more than three (3) days per year will be allowed for the unit.

Section 19.5. Military Leave.

(a) The re-employment rights of employees and probationary employees returning from military service will be in accordance with all applicable laws and regulations.

(b) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full time, if required, under applicable federal laws in effect on the date of this Agreement.

(c) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. The maximum period for which pay will be supplemented is ten (10) working days.

Section 19.6. Jury Duty Leave. An employee who serves on jury duty will be paid his/her regular rate of pay for time served on jury duty. If an employee accepts the jury fee check, that amount will be deducted from his/her gross pay.

Section 19.7. Funeral Leave. The employee will be granted up to three (3) days' leave with pay to attend a funeral in the employee's immediate family and up to a maximum additional three (3) days may be granted for unusual circumstances (e.g., funeral out of state, etc.) upon approval of the Employer. "Immediate family" is defined as current spouse, son, daughter, stepchild, grandchild, parent, grandparent, brother, sister, or other relative deemed particularly close to the employee or a member of the employee's household.

Section 19.8. Workers' Compensation.

- (a) Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee who is eligible for workers' compensation will receive the difference between the workers' compensation payment and the employee's regular weekly wage for six (6) consecutive months. After this six (6) month period has expired, the employee may, at his option, utilize his accrued sick leave to maintain the difference between the compensation payment and his regular wage. If such supplemental payment by the Employer results in a reduction of the employee's workers' compensation benefit, the Employer shall not be liable for any additional supplemental payment.
- (b) In the event an employee is absent due to illness and/or injury for which workers' compensation is paid, seniority shall continue to accumulate for twelve (12) months after the leave commenced.

Section 19.9. Seniority and Benefit Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided for in one of the Leave of Absence Sections of this Agreement. An employee shall be returned to the position he held at the time the leave of absence was granted. Benefits predicated on length of service such as vacation and sick leave do not accrue during any unpaid leave of absence, except for sick leave, which exceeds thirty (30) calendar days. Benefits predicated on length of service such as vacation, sick leave and longevity do not accrue during a sick leave of absence which exceeds sixty (60) calendar days.

ARTICLE 20.
BENEFIT COMPUTATION

Section 20.0. All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 20.1. Benefits for Regular Part-Time Employees In the event a part time employee is hired to perform District Court functions, the employer, funding unit and union agree to meet to negotiate the part-time employee's status with regards to union benefits.

ARTICLE 21.
PAID DAYS OFF

Section 21.0. NOTE: The bargaining unit reserves the right to change the paid leave schedule in the event the bargaining unit finds the paid leave provisions in the other Court union or County AFSCME union contract is preferable.

Section 21.0. Paid Days Off Eligibility. All full-time employees covered by this Agreement shall be credited with eight (8) paid days off on their anniversary date each year. In addition, employees will earn additional paid days off in accordance with the following schedule:

<u>Years of Service</u>	<u>Additional Paid Days Off</u>
After 6 months	5 days
After 1 year	5 days
After 2 through 4 years	10 days
After 5 through 14 years	15 days
After 15 years	20 days

No additional paid days off shall be taken until completion of the year in which the paid days were earned.

Section 21.1. Birthdays. All regular employees who have worked for twelve (12) months shall be entitled to their birthday off, with pay, in the event their birthday falls on a workday. In the event an employee's birthday falls on Saturday or Sunday, or a holiday recognized by this contract, the employee shall be entitled to the workday prior or the workday following off, with pay. The employee shall have the option to elect to take the day off, with pay, on another workday within ninety (90) calendar days following their birthday, subject to Employer's approval. The paid day off shall not accumulate or be otherwise subject to demand for payment if not taken within ninety (90) calendar days following the birthday.

Section 21.2. Paid Days Off.

- (a) Paid days off will be granted at such times during the year as requested by the employee, if court administration approves.
- (b) When a holiday recognized by the Agreement occurs during a scheduled paid leave, the leave will be extended by one (1) day.
- (c) An employee may carry over a maximum of twelve (12) days from one year to another. An employee must take at least five (5) paid days off each year.
- (d) If an employee becomes ill and is under the care of a duly-licensed physician during his paid days off, his paid days off will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of paid days off.
- (e) Employees on probation shall not be eligible to use accrued paid days off.
- (f) Paid-days-off credits will not be used before they are accrued.
- (g) Nothing herein shall prevent employees from being advanced up to two (2) days leave annually, with pay, should such employee exhaust all of their accrued days. Such advancement shall only be allowed for the purpose of non-recreational, personal, health, business, or family emergencies, including funeral involvement, which would require the effected employee's presence, beyond the time off, permitted under section 19.7 of this Agreement. Any time so used shall be credited to paid days off when they are accrued.

- (h) In the event that the employee terminates employment, without an existing accrual, the Employer shall credit any such hours paid for those days used as a deduction against that employee's last paycheck.
- (i) All paid days off must be scheduled in advance with and approved by the court administration. Requests for two (2) or more paid days off shall be submitted in writing to the court administration at least seven (7) days in advance. Approval or non-approval will occur within two (2) working days of their request and shall be in writing, and if denied, the reason listed. If a request for two (2) or more days off is not addressed by the court administration within two (2) working days of written request, the request shall be considered granted.
- (j) Request for less than two (2) days shall be by written notice if possible and verbally if time does not permit, to the court administration.
- (k) In the event of simultaneous requests for the identical time off, preference shall be given to the employee with greater seniority, otherwise all requests will be considered upon a first-come, first-serve basis.

Section 21.3 Benefit on Termination. If an employee is laid off or retired, or severs his employment, he will receive any unused paid days off 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 paid days off the following year.

ARTICLE 22. HOLIDAYS

Section 22.0 Court Holidays. Time off with pay shall be allowed for the following holidays:

New Year's Day, January 1	Martin Luther King, Jr., Day
Presidents' Day, the third Monday in February	Good Friday
Memorial Day, the last Monday in May	Independence Day, July 4
Labor Day, the first Monday in September	Veterans' Day, November 11
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve, December 24	Christmas Day, December 25
New Year's Eve, December 31	

If a recognized Holiday falls on a Saturday, the holiday will be recognized on the previous work day, usually Friday. If a recognized Holiday falls on a Sunday, it will be recognized on the next scheduled work day, usually Monday.

Section 22.1. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) The employee must work his last regularly scheduled day before and his first regularly scheduled day after the holiday, unless otherwise excused;
- (b) The employee must not be on layoff or leave of absence;

(c) An employee who is scheduled to work on a holiday but who fails to report for work, unless otherwise excused, shall not be eligible for holiday pay.

ARTICLE 23. **HOURS OF WORK AND OVERTIME**

Section 23.0. Workday-Workweek. The normal workday and workweek for employees is seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week, Monday through Friday. This Section shall not be construed as a guarantee of any number of hours per day or per week. Any change in the above normal workday or workweek shall not be implemented without a special conference.

Section 23.1. Coffee Breaks. Employees may take a break in the a.m. and also a break in the p.m. Breaks shall not be more than fifteen (15) minutes each.

Section 23.2. Overtime Authorization. Overtime and call-back time must be filled out on a form furnished and signed by trial court administration.

Section 23.3. Overtime Equalization. Overtime hours shall be divided as equally as possible among employees in the same classification in their department.

Section 23.4. Overtime Premium Pay. Time and one-half (1-½) will be paid as follows:

- (a) For all hours worked over seven and one half (7.5) in one day;
- (b) For all hours worked Saturday and Sunday;
- (c) For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay;
- (d) There shall be no duplication or pyramiding of overtime premium pay or call-back pay.

Section 23.5. Call-Back Pay. An employee who has left the work place and is then called back for overtime shall be guaranteed at least two (2) hours' work or pay at the rate of time and one-half (1-1/2).

ARTICLE 24. **INSURANCE**

Section 24.0. Medical Insurance.

The employer agrees to pay the required premiums for each full time employee hired before January 1, 2007 and dependents for the following medical insurance coverage:

- a. Blue Cross/Blue Shield, PPO-3 plan with a \$10.00 office visit co-pay
- b. Vision (VSP 24-24-24) and dental (traditional plus plan 3) coverage is included.

- c. Prescription Drug Card benefit would require a \$10 co-pay on generic prescriptions and a \$40 co-pay on name brand prescriptions (this will include lifestyle drugs).
- d. The employee may choose to participate in the medical insurance buy-out program and in lieu of medical insurance receive quarterly payments equaling
 - i. \$3250 a year for family plan eligibility
 - ii. \$3,050 a year for a 2-person plan eligibility
 - iii. \$2,450 a year for a single plan eligibility

The employee may exercise this option on an annual basis during the enrollment period of the health insurance contract.

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

Effective March 1st bargaining unit employees participating in the County Health Care Plan shall be entitled to a Health Reimbursement Arrangement (HRA) from which he or she may use to pay for non-reimbursed health care expenses with the following provisions:

1. The Plan Year shall be a 12-consecutive-month period beginning on January 1 and ending the following December 31.
2. The employee shall be responsible for the first \$1,250 (single, 2-person or family coverage) of expenses subject to the deductibles and coinsurance of the current health insurance plan.
3. The County shall provide the following HRA Credits:

Single	2 Person	Family
0	1,250	1,250

4. The HRA credits may only used to reimburse the employee for expenses subject to the deductibles and coinsurance of the current health insurance plan.
5. HRA credits will not roll over from one plan year to the next and will terminate at the end of each plan year.
6. A single credit shall be equal to a single dollar but shall have no cash value for any purpose except for payment of non-reimbursed health care expenses limited to co-insurances and deductibles.
7. Upon termination of employment, all unused credits shall revert to the County and shall not be transferable or in any manner payable to the employee, the employee’s beneficiary or estate, except if the employee elects COBRA.

Employees will be given an option to buy up to the PPO-1 (\$10/\$40 Rx) by paying the difference in rates – currently that difference equates to:

Single	\$ 34.52 per pay
2 – Person	\$ 77.66 per pay
Family	\$ 93.20 per pay

Employees will be given an option to buy up to the PPO-1 (\$10/\$20 Rx) by paying the difference in rates – currently that difference equates to:

Single	\$ 59.63 per pay
2 – Person	\$ 134.16 per pay
Family	\$ 160.99 per pay

*Employees hired after January 1, 2007 and dependents shall have the following medical insurance coverage that does not include a HRA:

- a. Blue Cross/Blue Shield, PPO-4 plan with a \$10.00 office visit co-pay
- b. Vision (VSP 24-24-24) and dental (traditional plus plan 3) coverage is included.
- c. Prescription Drug Card benefit would require a \$10 co-pay on generic prescriptions and a \$60 co-pay on name brand prescriptions with generic enforcement.

Section 24.1. Medical Insurance Buy-Out. The employee may choose to participate in the medical insurance buy-out program and in lieu of medical insurance receive quarterly payments equaling

- i. \$3250 a year for family plan eligibility
- ii. \$3,050 a year for a 2-person plan eligibility
- iii. \$2,450 a year for a single plan eligibility

The employee may exercise this option on an annual basis during the enrollment period of the health insurance contract.

Section 24.2. Life and Accidental Death & Dismemberment Insurance. The Employer agrees to provide each full-time non-probationary employee with twenty thousand dollars (\$20,000) of term life insurance and twenty thousand dollars (\$20,000) of accidental death & dismemberment insurance.

Section 24.3. Short Term Disability Insurance. The employer shall obtain and pay the required premiums for short term disability insurance (STD) for full time employees covered by this Agreement. This coverage shall become effective the 15th of the month coinciding with or following date of hire with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal weekly straight-time wages, up to a maximum benefit of six hundred dollars (\$600.) weekly. STD benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and the eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, or any workers' compensation.

Section 24.4. Continuation of Insurance Coverage. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee who is on layoff or unpaid leave of absence, except for family and medical leave, beyond the month such layoff or unpaid leave of absence commences. If an employee is granted a family or medical leave of absence, the Employer agrees to continue its applicable insurance contribution for a maximum total period of sixty (60) days.

Section 24.5. Selection of Insurance Carriers. The Employer reserves the right to select or change all insurance carriers, provided the level of benefits remains substantially the same.

ARTICLE 25.
RETIREMENT PLAN

Section 25.0. Retirement Plan. The pension provisions will be a MERS B-3 with the F-55/15 and V – 6 riders. The employees agree to contribute 2% of applicable MERS wages towards the cost of this benefit.

Section 25.1. Defined Contribution. Employees hired after October 1, 2009 will be enrolled into a MERS Defined Contribution Plan consistent with the Defined Contribution plan offered to the Commissioners and non-represented MERS division.

- A. Employees hired after October 1, 2007 will be enrolled in the MERS Defined Contribution plan. The Employer shall contribute 6.0% of the employees MERS wages to fund the Defined Contribution Plan through MERS. Employees may contribute up to a maximum of three (3.0%) percent of their wages with the Employer matching their contribution.

- B. Employees shall be vested in this Defined Contribution Plan based on the following schedule:

20% vested after	Three years
40% vested after	Four years
60% vested after	Five years
80% vested after	Six years
100% vested after	Seven years

ARTICLE 26.
WAGES AND CLASSIFICATIONS

Section 26.0. Classification and Wages. Listed in Appendix A and incorporated herein are the hourly rates of pay for the respective classifications covered by this Agreement. The County agrees to re-open this contract for the purposes of discussing wages at the request of the bargaining unit if the AFSCME bargaining unit (county clerical) receives more than a 2.0% wage increase in either fiscal year 2010/2011 or 2011/2012.

Section 26.1. Rates for New Jobs. When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its effective date. In the event the Union does not agree with the classification and rate of pay, the issue shall be considered to be subject to negotiation.

ARTICLE 27.
MILEAGE

Section 27.0. Mileage. Employees who travel on court related business shall be compensated for mileage, meals and lodging at the approved rate, from the State Court Administrative Office or the Court's control unit, as approved by the Chief Judge. Advance approval is required from administration. An employee cannot charge tips or alcohol expenses to the employer.

ARTICLE 28.
LONGEVITY

Section 28.0. Longevity benefits shall be determined on the employee's anniversary date. All full-time employees who have completed a minimum of four (4) years of full-time employment shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Benefit Amount</u>
4	\$ 150
5	180
6	210
7	240
8	270
9	300
10	330
11	360
12	390
13	420
14	450
15	480
16	510
17	540
18	570
19	600
20	630

Section 28.1 Longevity Payment. Longevity benefits shall be paid to eligible employees on the county's first (1st) payroll period following the determination date.

Section 28.2. Longevity Retention. Employees on leaves of absence or layoff shall retain all service time earned toward the payment of longevity benefits provided by this Agreement, but shall not accrue any additional time or receive longevity payments during such leaves of absence or layoff.

Section 28.3 Pro Rata Longevity Payments. Employees whose service with the Employer terminates shall be paid a pro rata longevity bonus based on the number of calendar months of full-time active service credited to them from the preceding anniversary date to the date of cessation of their employment. In case of death, pro rata longevity payments shall be made to the employee's dependents.

ARTICLE 29.
WAIVER

Section 29.0. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 30. **MISCELLANEOUS**

Section 30.0. Employee Address. All employees are required to furnish the Employer with an up-to-date address and notify the Employer of any change. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 30.1. Union Bulletin Board. The Employer will provide a bulletin board in the County Courthouse, which may be used only by the Union for posting notices pertaining to Union business.

Section 30.2. Headings. The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

Section 30.3. Safety Committee. A safety committee of the Employer, chapter chairperson and the steward is hereby established. The committee shall meet at mutually agreed times and places.

Section 30.4. Gender. Wherever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 30.5. Distribution of Agreement. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer. The parties will share equally the cost of printing the Agreement.

Section 30.6. Separability and Savings Clause.

(a) If any Section of this Agreement or any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any riders thereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(b) In the event that any Section is held invalid or enforcement of or compliance with, which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Sections during the period of invalidity or restraint.

Section 30.7. Training and Conferences. The employees that attend local or regional training or

conferences shall coordinate their scheduled attendance at such events, in advance, with their supervisor.

Section 30.8. Office Closure. In the event that the offices of the County Court House close during regular business hours because of unforeseen circumstances such as inclement weather, natural disaster, heating or power outages, etc., that said employees who had reported for work or who would otherwise have been scheduled to work shall be compensated at their regular rate of pay up to 7.5 hours or up to 37.5 hours per week, per occurrence.

ARTICLE 31.
TERMINATION

Section 31.0. Duration. This Agreement shall remain in force and effect until September 30, 2012, 12:01 a.m.

**87th – C DISTRICT COURT
CRAWFORD COUNTY DIVISION**

**LOCAL #2759, COUNCIL #25
AFSCME, AFL-CIO**

**Hon. Monte J. Burmeister
Chief Judge – Crawford County**

Barb Valentin, Chapter Chairperson

Dated: _____

Dated: _____

**Thomas M. Haskel
Crawford County
Court Administrator**

Julie Fagan, Negotiator

Dated: _____

Dated: _____

**Dave Stephenson, Chair
Crawford County Board of Commissioners**

**Duane Hunt
Staff Representative, AFSCME**

Dated: _____

Dated: _____

Paul C. Compo, County Administrator

Dated: _____