

**AGREEMENT**

**BETWEEN**

**60TH JUDICIAL DISTRICT COURT**

**MUSKEGON COUNTY BOARD OF COMMISSIONERS**

**AND**

**TEAMSTERS LOCAL NO. 214, AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**

**(DISTRICT COURT UNIT)**

**EFFECTIVE: JUNE 24, 2008 THROUGH SEPTEMBER 30, 2010**

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## AGREEMENT

THIS AGREEMENT is entered into as of June 24, 2008, between the **60TH JUDICIAL DISTRICT COURT/MUSKEGON COUNTY**, hereinafter referred to as the "Management," and **TEAMSTERS LOCAL NO. 214**, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment, subject to the Michigan Revised Judicature Act, as amended, MCL 600.8271.

## RECOGNITION

### Section 1.1                      Collective Bargaining Unit

Management recognizes the Union as the exclusive representative of the employees of the 60th Judicial District Court for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in the following bargaining unit pursuant to and in accordance with the provisions of Act 379 of the Public Acts of 1965, as amended, i.e.

All full-time and part-time employees (working more than 25 hours per week) of the 60th Judicial District Court as listed in Appendix A of this Agreement, but excluding: Court Recorders, Magistrate, Probation Officers, all supervisory employees including Chief Probation Officer, Clerk of the Court, and the District Court Judges, and all other employees.

### Section 1.2                      Union Security

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
  
- B. Employees covered by this Agreement who, thirty (30) days after the signing of this Agreement or thirty (30) days after completion of their six (6) month probationary period, elect not to join the Union shall be required, as a condition of continued employment, to pay to the Union each month of this Agreement an amount equal to the monthly union dues. Employees failing to pay the service fee shall, thirty (30) days after notification by the Union of default, be terminated by the Employer, subject to the provisions of applicable law.

Section 1.3

Dues Deduction

- A. Employees may elect to pay Union dues or the service fee via payroll deduction. The Union shall make available to the employees covered by this Agreement, forms for this purpose. Upon receipt of such written authorization from an employee (a signed, original copy) the Employer will, once a month, deduct from the employee's pay the amount owed to the Union by such employee for dues or initiation fee or service fee. It is understood that the Employer shall not be responsible for the deduction of any dues that may be owed by an employee to the Union prior to the execution by the employee and receipt by the Employer of the proper authorization for dues deduction. It is further understood that the Employer will make twelve (12) Union dues deductions per year. The Employer will remit all deductions to the designated Union official within five (5) days after the end of the month in which the dues are taken.
- B. Any change in the present Union membership rate will be certified to the Court by an authorized officer or officers of the Union at least two (2) months in advance of the effective date of such change.
- C. The Union will protect and save harmless the Employer from any or all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purpose of complying with this Section.
- D. The Union agrees to refund to Management any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

**MANAGEMENT RIGHTS**

Section 2.1

Reserved Rights

The Union recognizes the prerogatives of the Court to operate and manage its affairs in all respects in accordance with its responsibility and the powers of authority which the Court has not officially abridges, delegated, or modified by this Agreement are retained by the Court. These Management Rights include but are not limited to the following:

- A. Utilization of personnel, methods and processes and manner of performing work; to manage and direct the work force; to hire, schedule, promote, transfer, assign, train, or retrain employees in positions with the Court; to suspend, demote, discharge or take other appropriate action against the employees for just cause.

- B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees; to establish job qualifications for hiring and acceptable standards of job performance; to establish work rules, rules of conduct and safety.
- C. To schedule overtime as required in the manner most advantageous to the Court.
- D. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

### **PROHIBITIONS**

#### Section 3.1

#### No Strike

The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management. Violations of this paragraph shall be grounds for disciplinary action up to and including discharge. Recourse to the grievance procedure is allowed only to resolve facts concerning the employee's alleged involvement in the above prohibited acts.

### **REPRESENTATION**

#### Section 4.1

#### Bargaining Committee

A bargaining committee consisting of two (2) employee members will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule.

#### Section 4.2

#### Special Meetings

Management and the Union may meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.



Section 4.3

Union Steward

Employees within the bargaining unit shall be represented by two (2) stewards. There will be no discrimination against any employee because of his duties as a Union official, steward or committee member.

Section 4.4

Notice of Union Representation

The Union shall furnish Management a list of the stewards' names and their assigned areas and shall keep the list current at all times.

Section 4.5

Grievance Investigation

When requested by an employee, a steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

Section 4.6

Union Business

- A. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of stewards or any other employees and only with the permission of the Management.
- B. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk to stewards of the local union and/or representatives of the Employer concerning matters covered by this Agreement, subject to provisions of A, above.

**GRIEVANCE POLICY**

Section 5.1

Definition of Grievance

- A. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation of application of this Agreement or any terms or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied.

## Section 5.2 Grievance Time Limits and Exclusive Remedy

Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not move it to the next step within the time limits. Time limits may be extended by mutual agreement of Union and Management.

## Section 5.3 Grievance Procedure

Grievances will be processed in the following manner and within the stated time limits.

Step 1 Management and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, it is agreed that an employee should first bring his problem or grievance to the attention of his immediate supervisor, with or without his steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, he shall be released from his duties as soon as possible and in any event not later than the beginning of his shift the next day and the supervisor, the employee and the steward shall meet simultaneously in an attempt to resolve.

Step 2 If the grievance is not settled at Step 1, the written grievance shall be presented to the Clerk of the Court within seven (7) working days after the Department or the Division Head's response is given in Step 1, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. The Clerk of the Court shall meet with the employee and the employee's steward. The Clerk of the Court will reply to the grievance in writing within seven (7) working days of the date of the meeting on the written grievance, not including the day of the meeting.

Step 3 If the grievance is not settled in Step 2, the written grievance shall be presented to the Chief Judge within five (5) working days after the Clerk of the Court's response is given, not including the day the response is given. The District Judges en bloc shall meet with the designated representatives of the Union, not to exceed two (2) employees in number, one of which may be an aggrieved employee. The Chief Judge will reply to the grievance in writing within seven (7) working days of the date of the meeting over the written grievance, not including the date of the meeting. Such reply will be given to the Chief Steward or

steward in his absence, either personally or by mail postmarked no later than the last day specified herein for such reply. The decision of a majority of the Judges shall constitute that reply.

Step 4 If the grievance remains in dispute after Step 3, the matter may be presented to a mediator who shall attempt to resolve the differences between the parties. If the parties fail to agree on the selection of a mediator, the Michigan Employment Relations commission shall be requested to appoint a mediator.

### **DISCIPLINARY PROCEDURE**

#### Section 6.1                    Notice of Disciplinary Action

In cases of discharge or discipline, a representative of management shall give prompt notice thereof to the employee. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays, and the day of the occurrence.

#### Section 6.2                    Union Representation in Disciplinary Actions

The affected employee will be allowed to discuss his discharge or discipline with his/her Chief Steward or steward, if he/she desires.

#### Section 6.3                    Discipline for Just Cause

Listed below are examples of behavior which would be cause for disciplinary action and are divided into three (3) groups. Guidelines for administering discipline are set forth within each of these groups and these guidelines shall be followed by Management when dealing with the types of behavior described.

##### A. Group 1 Offenses:

- A. Habitual tardiness at the commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason.)
- B. Absenteeism without sufficient reason or proper notification.
- C. Disregard of safety rules or common safety practices.
- D. Abuse of coffee break time.
- E. Use of profanity or obscene language in the presence of the public or fellow employees who are intimidated or offended by said language.
- F. Faulty work and/or covering up faulty work.
- G. Reporting to work while under the influence of alcoholic beverages.

- H. Any offense in either Group 2 or 3.
- I. Any other offenses of like consequence.

The disciplinary procedure in this group shall be: First offense, written warning; second offense one (1) day suspension without pay; third offense, three (3) day suspension without pay; fourth offense, seven (7) day suspension without pay; fifth offense, discharge. The violations shall be cumulated for a period of not more than eighteen (18) months.

2. Group 2 Offenses:

- A. Unprofessional conduct.
- B. Injurious or dangerous pranks.
- C. Fighting on the premises (quarreling not considered fighting).
- D. Gambling during working hours.
- E. Making and publishing of false and vicious or malicious statements concerning any employee, Department Head or the county.
- F. Malicious destruction of County property.
- G. Unjustified verbal abuse of the public.
- H. Willful disobedience to the proper directive of a supervisor or other acts of insubordination.
- I. Any offense in Group 3.
- J. Accumulation of five (5) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- K. Any other offenses of like consequence.

The disciplinary procedure in this group shall be: First offense, three (3) day suspension without pay; second offense, seven (7) day suspension without pay; third offense, discharge. The violations shall be cumulated for a period of not more than two (2) years.

3. Group 3 Offenses:

- A. The misuse or removal from the premises, without prior authorization, of any County records, confidential information or any other County property, except as necessary in the performance of an employee's duty.
- B. Theft of any property of fellow employees or of the County.
- C. Knowingly falsifying any timekeeping records, or intentionally giving false information to anyone whose duty it is to make such records.
- D. Consumption of alcoholic beverages on County property, in County vehicles or during working time.
- E. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
- F. Accumulation of ten (10) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.



4. Consumption of alcoholic beverages on County property, in County vehicles or during working time.

### SENIORITY

#### Section 7.1                      Definition of Seniority

Seniority shall be defined as the accumulative length of paid service since the date of hire with the employee group now represented by this bargaining unit. Such seniority may be used for the purposes of preference in scheduling vacations. Length of service for determination of fringe benefit eligibility shall be as set forth in the policies of the control unit.

#### Section 7.2                      Accrual of Seniority

- A. Seniority shall begin with the last date of entering the service of the 60th Judicial District Court. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their social security number, the person with the highest number having the greater seniority.
- B. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the Clerk of the Court may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Clerk of the Court decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards.

#### Section 7.3                      Loss of Seniority

Employees shall lose their seniority for the following reasons:

- A. Discharge is not reversed.
- B. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Court, and who has no legitimate reason for not notifying the Court of his/her absence, shall be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.



allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

- C. Names shall remain on the recall list for six (6) months or the length of their seniority, not to exceed two (2) years, unless removed as provided. Employees shall be recalled from layoff before any other persons are selected for employment in those classes.

## HOURS OF WORK

### Section 9.1

#### Normal Work Schedule

During the term of the contract, a normal work week for regular full-time employees shall consist of forty (40) hours, excluding meal periods. A normal work day of eight (8) hours for such employees shall be scheduled between 8:00 a.m. and 5:00 p.m. including one (1) hour unpaid meal period, Monday through Friday. Employees may work specific hours upon mutual agreement of the employee and the District Court Administrator.

### Section 9.2

#### Rest Periods

Management shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of the work day; such periods shall be scheduled in accordance with departmental rules.

## OVERTIME

### Section 10.1

#### Method of Compensating Overtime Work

The following provisions shall govern compensation for overtime to employees to the Court:

Overtime shall be paid at one and one-half (1-1/2) times the employee's hourly rate for all hours worked over eight (8) hours for one (1) day or forty (40) hours for one (1) week. Annual leave and paid holidays shall be counted as time worked when determining eligibility for overtime payment.

### Section 10.2

#### Minimum Call-In

Employees who are called in on a regularly scheduled day off or who are back to work after having left work from the regular shift shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. (This shall not apply to employees called in to start their shift early.)

Effective with the execution of this Agreement, employees who are called in to work on a Holiday as defined in this Agreement, shall



receive a minimum of three (3) hours overtime pay regardless of the number of hours worked.

Employees required to work on a call-in basis beyond the minimum call-in amounts described above shall receive payment for actual time worked at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Any employee called in to work on a Saturday or Sunday who would not be eligible for overtime pay at one and one-half (1-1/2) times the employee's hourly rate, may decline such call-in.

## WAGES

### Section 11.1                      Wage Compensation

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in the Appendix.

### Section 11.2                      New Classifications and Wage Rates

In the event of a new classification within the bargaining unit, the Employer shall establish the duties and rate of pay. The Union shall have the right to negotiate as to the propriety of the rate of pay.

### Section 11.3                      Cost of Living

For employees hired on or before September 30, 2010, a cost of living payment, if applicable, shall be paid annually between December 1 and December 20. Such payment shall be based upon changes, if any, as of September 1 of each year of this Agreement, in the first published Consumers Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the U. S. Department of Labor, Bureau of Labor Statistics (1982=100) hereinafter referred to as the Index. The amount of such payment shall be based upon the Index and computed at one (1) cent for each .3 increase in such Index.

During the term of this Agreement, such payment shall be based on regular hours worked and shall not exceed a cap of twenty one and two tenths (21.2) cents per hour for each permanent employee based on a maximum of 1,950 hours per year (maximum payment each year = \$413.40).

### Section 11.4                      Longevity

For employees hired prior to June 24, 2008, compensation for continuous service with the County shall be provided on the basis of the following schedule:

Years of Continuous  
Service as of  
December 1  
of Each Year

Amount of Payment

5 years \$250  
For each completed  
year after 5 years \$ 50 additional to a maximum of \$1,250

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments. If an employee is not in pay status at the required date, he/she will be paid a pro-rata payment based on hours worked during the period.

An employee on leave of absence without pay during the period, who retires under MERS during the period or who dies during the period will be paid a pro-rata payment based on hours worked during the period. An employee that separates from County service during the period for any other reason shall receive no payment.

#### PAY CHANGES

##### Section 12.1            Actions Affecting Pay Changes

The following provisions shall govern the assignment of pay steps to the employees of the Court.

- A. Promotion shall mean a change in employment to a classification which has a higher maximum salary.
- B. Demotion shall mean a change in employment to a classification which as a lower maximum salary.
- C. Transfer shall mean a change in employment to another position in any other classification which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- E. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range and shall be based on performance in addition to the passage of the required length of time.

##### Section 12.2            Compensation Determinations

- A. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a class in a

higher pay range shall initially be paid at the minimum step of the new class. In the case of an overlap in pay ranges between the employee's current class and the class to which he/she is promoting, the employee shall receive an increase to that step on the new pay range which would most closely approximate a five percent (5%) increase over his/her present pay rate, not to exceed the maximum pay rate for the class into which he/she is promoting. An employee so promoted shall be eligible for a merit increase one (1) year from the date of such promotion, subject to the outcome of a performance evaluation.

- B. Training Programs. If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period. If such formal training program is scheduled outside of the normal work schedule, employees authorized by management to attend such training may be compensated in accordance with Section 10.1, Method of Compensating Overtime Work, as applicable.
- C. Transfers. An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

### **TEMPORARY WORK ASSIGNMENTS**

#### Section 13.1                      Temporary Assignments

If an employee is required to temporarily work in a higher level classification and assumes all the duties and responsibilities normally encompassed by that higher level classification, upon such finding by the Judges en bloc, that employee shall be entitled to payment at the rate of the higher level classification if such assignment exceeds one (1) day. Payment at the rate of the higher classification shall be effective after one (1) day in the assignment, not to exceed the duration of the employee's temporary assignment in such classification.

The Employer shall not make assignments or reassignments under this Section for the purpose of defeating the increased payment provisions hereof.

### **FILLING OF VACANCIES**

#### Section 14.1                      Vacancy Posting

When a vacant position within the Bargaining Unit is to be filled which is a possible promotion, the Management shall post such position and make available a list of the necessary qualifications for a period

of ten (10) days. The members of this Bargaining Unit shall have the right to apply in writing for such position and shall be considered provided they meet the minimum qualifications.

Section 14.2

Award of Position

In considering an employee for promotion, the Court shall also evaluate the employee's past job performance, attendance, work habits, and other criteria that may indicate success in the higher class. Where circumstances warrant, the Court reserves the right to refuse to promote employees based on the above evaluation. If two (2) or more employees possessing equivalent qualifications apply for the vacant position, the employee having the greater seniority shall be appointed.

**LEAVES OF ABSENCE WITHOUT PAY**

Section 15.1

Definition of Leave of Absence

- A. For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a Court employee is to be continued as an employee, but not paid, whether it be one (1) day or the maximum time allowable under the reason for the leave.
- B. The fact that a Leave is possible under these regulations does not mean that the requested Leave must be granted. A Leave of Absence deprives the employee's department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leave, should be considered a privilege and the best interest of the department and the County Service must be the determining factors in whether such leaves are granted or not.
- C. When an employee is granted a Leave of Absence Without Pay, the Department Head commits himself/herself to allowing the employee to return to work at the end of the Leave to the same duties and the same salary that the employee was performing and earning when he/she went on Leave. Any substitutes hired to fill in for employees on Leaves of Absence Without Pay, should be hired accordingly.
- D. When granted a Leave of Absence Without Pay, the employee commits himself/herself to returning to work at the end of the Leave.
- E. During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate. The filling of this position will not be subject to Section 14.1, Filling of Vacancies. Any person utilized to replace an

employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

- F. The leave of absence will expire based on the type of leave specified in Section 15.3.

Section 15.2                      Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the County.
- B. Does not earn Annual Leave.
- C. Does not earn Sick Leave.
- D. Does not get paid for Legal Holidays occurring during the leave.
- E. Has no time deducted from his/her Annual Leave or Sick Leave accumulations to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employee's Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.
- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at the beginning of the leave.
- H. The employee does not earn credit toward the Longevity Plan or credit toward the rate of Annual Leave or Sick Leave accumulation for the period covered by the leave.
- I. Must pay any group hospitalization premiums falling due during any month in which the employee has not worked or been paid for at least one (1) week. (Such premiums are normally paid by the County for eligible employees.) Employees on such leaves should contact Payroll.
- J. Will retain full coverage under the Employee's Group Life Insurance Plan for up to six (6) months. For all leaves up to six (6) months, the County will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active County employment by the end of his approved Leave of Absence Without pay, his/her group life insurance coverage is terminated.

Section 15.3

Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.
  - 1. To be used when the employee has exhausted his accumulations of earned Sick Leave with pay and earned Annual Leave.
  - 2. To be granted only on the written recommendation of the employee's physician.
  - 3. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay).

Section 15.4

Return From a Leave Without Pay

If an employee fails to return to Court employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, that failure to return shall be considered a voluntary quit.

**FAMILY AND MEDICAL LEAVE ACT APPLICATION**

Section 16.1

Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.

- C. To the extent that the leave provisions under Section 17, Vacations (annual leave); Section 18, Sick Leave; and Section 15, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.
- E. A claimed violation of the Act or this section shall be subject to the grievance procedure up to, but not including arbitration, the intent being that any such claim shall be settled through procedures in the Act unless mutually agreed otherwise.

**VACATIONS**

Section 17.1                      Accumulation of Annual Leave

Permanent employees shall accumulate vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accumulation</u>	<u>Days Per Pay</u>	<u>Maximum Accumulation*</u>
1 - 5	13 days**	.500	26
6 - 10	16 days	.615	32
11 - 15	19 days	.731	38
16	20 days	.769	40
17	21 days	.808	42
18	22 days	.846	44
19	23 days	.885	46
20	24 days	.923	48

\*The maximum accumulation is based on two years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn Annual Leave, either for immediate or future use when his/her accumulation is below maximum.

For employees hired after June 24, 2008, Annual Leave shall be earned and accumulated per pay period according to the following chart:





Section 17.4                    Termination and Annual Leave

Any employee who has completed his/her probationary period who terminates Court employment shall be paid for his/her accumulated vacation days at the rate of pay currently received by said employee.

Section 17.5                    Sick Leave During Vacation

If an employee has reason to use sick leave during a period of annual leave usage, and if such sick leave is used to cover an illness of the employee and if such sick leave need is documented by a physician's written statement to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation instead of from his/her annual leave accumulation.

Section 17.6                    Effects of Sick Leave during a  
Scheduled Vacation

Sick leave taken during a vacation (not exceeding the accumulated sick leave of the employee) shall be counted as time worked for the purpose of computing vacation benefits.

Section 17.7                    Canceled Vacation

Properly scheduled vacations shall not be canceled by the Court Administrator except for departmental emergencies.

**SICK LEAVE**

Section 18.1                    Sick Leave Benefits

All employees with less than ten (10) years of continuous service since date of last hire shall earn .462 working days per pay period of service (12 days per year) of sick leave at their regular rate of pay.

Employees with ten (10) or more years of continuous service since date of last hire shall earn .692 working days per pay period of service (18 days per year) of sick leave at their regular rate of pay.

During employment, the maximum sick leave accumulation is unlimited.

- A. Upon termination and after completing at least one (1) continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (1/2) of accumulated unused sick leave up to one hundred eighty (180) days (maximum payout - ninety (90) days) and paid at the employee's current rate of pay.
- B. Upon retirement, as defined by the Municipal Employees Retirement System (MERS), or upon death, accumulated sick leave

shall be compensated for on the basis of three-quarters (3/4) of the accumulated unused sick leave up to one hundred eighty (180) days (maximum payout - one hundred thirty-five (135) days) and paid at the employee's current rate of pay.

- C. An equivalent amount of sick leave shall be canceled for each period of time an employee is off sick during a normal work week.

For employees hired after June 24, 2008, employees shall accumulate sick leave at the rate of ten (10) sick leave days per year. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .385 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred eighty (180) days of sick leave.

- A. Upon termination after completing at least one (1) year of continuous full year of employment, accumulated sick leave shall be compensated for on the basis of one-half (1/2) of accumulated unused sick Leave, up to ninety (90) days [maximum payout - forty-five (45) days] and paid at employee's current rate of pay.
- B. Upon retirement, as defined by the Michigan Municipal Employees' Retirement system (MERS), or upon death, accumulated sick leave shall be compensated for on the basis of three-quarters (3/4) pay for all unused accumulated sick Leave, up to ninety (90) days [maximum payout - sixty-seven and one-half (67 1/2) days] and paid at employee's current rate of pay.

#### Section 18.2

#### Use of Sick Leave

Sick leave may be taken after six (6) months of employment for the following reasons:

Any illness an employee may contract, or any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty; a serious illness to spouse or child; any non-duty connected disability an employee may sustain excepting injury that may be sustained while being temporarily in the employ of another during his/her off-duty time when such injury is covered by Workmen's Compensation; medical or dental examinations or treatment; or to supplement Workmen's Compensation payments.

#### Section 18.3

#### Physician's Verification

A medical certificate may be required as evidence of an employee or family illness as outlined in Section 17.2, or any injury that

prevented his attendance at work for a period in excess of three (3) continuous days.

- A. Abuse of Sick Leave. In addition, employees who appear to be abusing sick leave privileges may be required by the Employer to provide a medical certificate to substantiate each request for approval of sick leave. Falsification of such evidence will be sufficient cause for disciplinary action.
- B. Sick Leave During Vacation. If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled return date unless that date is changed by this Department Head.

#### Section 18.4            Special Sick Leave Consideration

In the event an employee has a serious illness and has used up all his/her accumulated sick leave and vacation leave, the employee may request the County Board of Commissioners to extend the sick leave with pay. The County Board may, in its discretion, for exceptional circumstances, and on the recommendation of the District Court Judges, grant an extension of sick leave at such rate of pay and for such time as it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

### **SPECIAL LEAVES**

#### Section 19.1            Bereavement Leaves

Permanent employees, upon written request, will be granted up to three (3) days leave with no loss of regular wages to attend the funeral of his or her spouse, child, stepchild, parents, step-parents, sister, brother, grandparents, aunt, uncle or corresponding in-laws or anyone who raised the employee from childhood. In addition to the above three (3) days, sick leave may be used in cases requiring lengthy travel. Written proof of relationship, death and/or funeral may be required by the Employer prior to final approval of such leave.

#### Section 19.2            Maternity Leave

Employees who become disabled due to pregnancy shall be entitled to use the benefits of the sick leave procedure subject to the following:

- A. The Court Administrator shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery.



- A. The employee is in pay status the day before, the day after or both as of the date of the holiday.

Section 20.4 Pay for Holiday Work

Employees who are scheduled to work on any holiday as listed in Section 20.1 - Recognized Holidays, shall receive eight (8) hours base pay for the Holiday in addition to pay at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours worked on the holiday.

**PERSONAL DAY**

Section 21.1 Personal Day

Effective the first full pay period following January 1<sup>st</sup> of each contract year each eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave days are not accruable and must be taken before the start of the next full pay period following January 1<sup>st</sup> of the next year. Such day may be taken at any time, provided the employee requests the day five (5) working days in advance and obtains approval of the supervisor.

**INSURANCE BENEFITS**

Section 22.1 General Medical Plan Provisions

- J. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal. Although a general description of the current plan is provided below, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by the Agreement.

- K. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 22.2 below shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in A above.

All insurance and benefit programs referred to herein are subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this Agreement.



Section 22.3

Dental Coverage

Effective at the first of the calendar month, which is not less than sixty (60) days from the execution and signing of this Agreement, the County agrees to provide to all permanent employees Delta Dental A insurance or coverage at a cost to the Employer not to exceed forty-eight dollars and fifty cents (\$48.50), fifty dollars and fifty cents (\$50.50) in 2009, and fifty-two dollars and fifty cents (\$52.50) in 2010 per subscriber per month. Any premium in excess of the amounts stated above per subscriber per month will be paid by the employee through payroll deduction.

Section 22.4

Retiree Coverage

The Employer shall provide medical and dental coverage through insurance or a self-funded plan for individuals who retire under the MERS plan by meeting age and service requirements and go from County employment immediately into retirement, and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. In addition, active retirees' dependents will be allowed to participate in the County's group health insurance programs, but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after May 9, 1995:

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by County</u>
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.





Section 23.3

Inclement Weather

In the event that inclement weather causes Management to cease operations, employees who do not work because of such closing shall be paid for the regularly scheduled hours they would have worked at their regular rate of pay.

Section 23.4

Pay Advance

If a regular pay day falls during an employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Finance Office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 23.5

Pension

The County shall provide to all permanent employees at no cost to the employees, the State of Michigan Municipal Employees' Retirement System Plan known as Benefit Program B-3, as described in the Michigan Municipal Employees Retirement Act.

An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six-hour days per month.

For employees hired on or after June 24, 2008 and implementation of the plan by MERS, provide the MERS defined contribution plan with an employer 3% and employee 3% contributions of gross wages.

Section 23.6

Worker's Compensation

All employees shall be covered by the applicable worker's compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of or in the course of County employment may have the following option:

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it would provide such employee with his/her regular net salary. If the employee continues on worker's compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 23.7

Benefits for Part-time Employees

Benefits for eligible part-time employees shall be pro-rated based on hours worked with respect to accumulations of vacations and sick

leave, special leaves, longevity pay and cost of living payments. Insurance benefits shall be provided but the Employer shall only be liable for three-fourths (3/4) of the regular insurance premiums for such employees.

Section 23.8                      Benefit Program Compensation

No benefits program or combination of benefit programs shall allow an employee to be compensated at a rate in excess of the hourly base rate of pay the employee would receive if working and in pay status.

Section 23.9                      Section 125 Plan

Effective at the first of the calendar month, which is not less than sixty (60) days from the execution and signing of this agreement, the County shall make available to each qualified employee included in the bargaining unit participation in the County of Muskegon Section 125 Plan on the terms set forth in the plan document for this bargaining unit.

**ELECTION OF REMEDIES**

Section 24.1                      Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**WAIVER**

Section 25.1                      Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the

exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each waives 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 by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

## DURATION

### Section 26.1

### Term of Agreement

This Agreement shall be in full force and effect from the date hereof to and including through September 30, 2010.

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 upon the other a notice at least sixty (60) days prior to the expiration of the Agreement or of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

In the event of war, declaration of emergency, or imposition of civilian controls affecting wages and hours during the life of this Agreement, either party may meet upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

In the event any article or provision of this Agreement shall become unenforceable due to legislative or other State or Federal action, at the request of either party, the parties shall meet to negotiate on the affected section.

The parties agree that notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law.

### Section 26.2


### Validity

There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 24th day of June, 2008.


**EMPLOYER:**

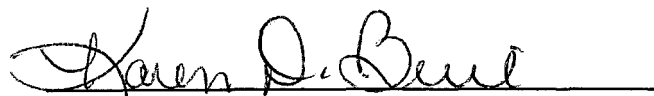
**MUSKEGON COUNTY BOARD OF COMMISSIONERS**

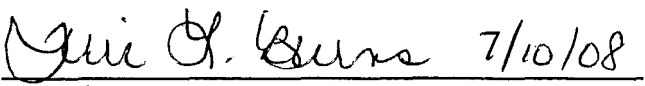
  
James Derezinski, Chairman  
Muskegon County Board of  
Commissioners

**UNION:**

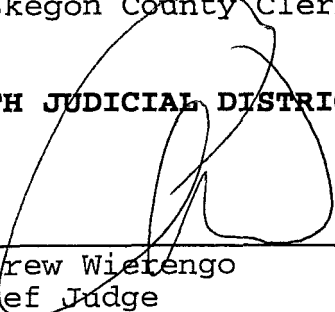
**TEAMSTERS LOCAL UNION NO. 214,  
AFFILIATED WITH THE INTERNA-  
TIONAL BROTHERHOOD OF TEAM-  
STERS, CHAUFFEURS, WAREHOUSE-  
MEN, AND HELPERS OF AMERICA**

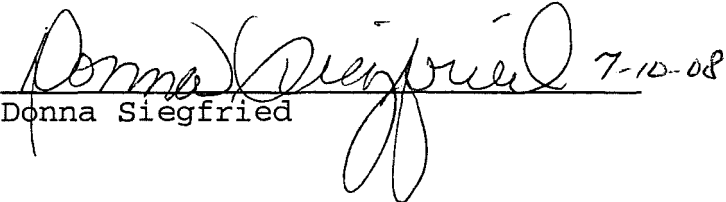
 7/10/08  
Robert V. Donick  
Business Representative

  
Karen Buie  
Muskegon County Clerk

 7/10/08  
Terri Burns

**60TH JUDICIAL DISTRICT COURT**

  
Andrew Wierengo  
Chief Judge

 7-10-08  
Donna Siegfried

**Appendix A**  
**Section 1 - Wage Rate Table A**

Effective the first full pay period following January 1, 2007 - the hourly rate for each step will be increased by 2.5%.

<u>Table and Grade</u>	<u>Step</u>	<u>Hourly Rate</u>
DC 00040	1	10.64
	2	11.13
	3	11.66
	4	12.24
	5	12.76
	6	13.29
	7	13.85
	8	14.45
	9	15.10
	10	15.75
DC 00055	1	12.34
	2	12.93
	3	13.53
	4	14.19
	5	15.15
	6	15.79
	7	16.59
	8	17.25
	9	18.05
	10	18.96
DC 00060	1	13.57
	2	14.21
	3	14.88
	4	15.60
	5	16.38
	6	17.21
	7	18.05
	8	18.96
	9	19.85

**Appendix A**  
**Section 2 - Wage Rate Table A**

Effective the first full pay period following January 1, 2008 - the hourly rate for each step will be increased by 2.8%:

<u>Table and Grade</u>	<u>Step</u>	<u>Hourly Rate</u>
DC 00040	1	10.94
	2	11.44
	3	11.99
	4	12.58
	5	13.12
	6	13.66
	7	14.24
	8	14.85
	9	15.52
	10	16.19
DC 00055	1	12.69
	2	13.29
	3	13.91
	4	14.59
	5	15.57
	6	16.23
	7	17.05
	8	17.73
	9	18.56
	10	19.49
DC 00060	1	13.95
	2	14.61
	3	15.30
	4	16.04
	5	16.84
	6	17.69
	7	18.56
	8	19.49
	9	20.41

**Appendix A**  
**Section 2 - Wage Rate Table B**

Effective the first full pay period following January 1, 2010 - the hourly rate for each step will be increased based upon the change in the September 2009 index as compared to the September 2008 index from the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items," published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), such increase shall not be less than 2% nor more than 2.75%.