

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY 14TH CIRCUIT and PROBATE COURT

AND

THE TEAMSTERS LOCAL 214 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS,
WAREHOUSEMEN AND HELPERS OF AMERICA

(CIRCUIT/PROBATE COURT UNIT)

October 26, 2023 through September 30, 2026

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a continuous period exceeding ninety (90) calendar days.

- C. Part-Time Employee. An employee appointed to a position which requires the services of an employee for twenty-five (25) hours per week for a continuous period exceeding ninety (90) days.
- D. Permanent Employee. An employee appointed to a position, other than seasonal, which will require the services of an employee, either part-time, or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
- F. Hourly Employee. An employee appointed to a position which will require the services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked. The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.
- G. Position. A group of duties and responsibilities which may be occupied or vacant at any given time.
- H. Seasonal Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, to perform seasonal work activities for a continuous period not exceeding one hundred and twenty (120) calendar days.

Section 2.3

Dues Deduction

It is agreed that all employees who come within the provisions of this Agreement will be requested to sign a card or form as provided by the Union authorizing the deduction from the employees' wages of all Union dues, initiation fees and special assessments as may be established by the Union, and becomes due to it during the life of this Agreement. The Employer agrees to comply with such written authority and to transmit such sums to the Union.

Section 2.4

Union Security

Court employees will not be required to join the union or pay related fees as a condition of employment. Unless a Court employee affirmatively consents to pay union dues via a payroll deduction form, neither an agency fee nor any other payment to the union will be deducted from an employee's wages. In the event Public Act 349 of 2012 is overturned with no further appeals or repealed, this language

Commissioners.

PROHIBITIONS

Section 5.1

No Strike

The Union will not cause or encourage its members to engage in a work stoppage over any unsettled grievance. It is further agreed that no employee, Union member or other agent of the Union, shall be empowered to call or cause any strike, work stoppage, or cessation of employment of any kind whatsoever. Violation of this Section by an employee shall subject that employee to disciplinary procedure up to and including discharge.

Section 5.2

No Lock-Out

The Employer agrees that it will not lock out employees during the term of this Agreement.

REPRESENTATION

Section 6.1

Stewards and Alternates

In each district, as defined herein, employees shall be represented by one (1) steward who shall be a regular employee working in that district. In the absence of the steward, the Chief Steward may serve as alternate.

A. The Court recognizes the following stewards (districts) as allocated:

Hall of Justice	Floors 3 & 4 & 5	1 Steward
Juvenile Detention Center		1 Steward

Section 6.2

Stewards and Chief Steward

Stewards will be given the necessary time off during his/her regular work hours to process grievances at Step 1, subject to the operating needs of their employing department.

The Chief Steward will be given the necessary time off during his/her regular work hours for the following matters:

- A. To process grievances beyond Step 1.
- B. To attend arbitration matters.
- C. To attend special conferences.

D. Contract negotiations.

E. To attend meetings called by the Court's funding unit/Courts with the Union to discuss matters relative to wages, hours, and working conditions affecting bargaining unit personnel.

The Union and the Employer agree that it is to the mutual interest of both parties that a minimum of Union activities take place during working hours. To this end, it is agreed that time during working hours will be consumed for Union affairs only when absolutely necessary. No steward shall leave his/her department on Union business without the express consent of his/her Department Head or designated agent but if consent is not given, the Department Head shall arrange to have the Chief Steward notified immediately. The Chief Steward, acting in his/her official capacity, may leave his/her department after giving notification to his/her Department Head. Notice shall also be given the appropriate Department Head, or in his/her absence the supervisor in charge of the office at that time, when such Union official enters another department for the purpose of conducting Union business during working hours. No other Union official, except the bargaining committee as a whole, attending a scheduled bargaining meeting, may conduct Union business during working hours.

Section 6.3 Notice of Union Representation

It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of the Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the Court's funding unit/Courts who are to deal with the Court's funding unit/Courts on behalf of the Union making commitments for the Union. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement.

Section 6.4 Bargaining Committee

The Union shall be entitled to form a Bargaining Committee consisting of not more than four (4) members, the Chief Steward, and the Business Representative, or any other Union officials of this local union. No two (2) members of the Bargaining Committee shall be from the same department.

SPECIAL CONFERENCES

Section 7.1 Notice of Special Conferences

Special conferences for important matters may be arranged by mutual consent of the parties.

Arrangements for such special conferences shall be made reasonably 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.

Section 7.2 Scheduling of Special Conferences

Special conferences shall occur within fourteen (14) days of the mutual consent.

Such conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m.

Section 7.3 Special Conference Meetings

Special conference meetings shall be attended by not less than two (2) or more than five (5) representatives of each the Union and the Employer.

Matters taken up in special conferences shall be confined to those included in the agenda.

The members of the Union shall not lose time or pay for time spent in such special conferences.

SENIORITY

Section 8.1 Definition of Seniority

Bargaining unit seniority shall be defined as the length of continuous service since last date of hire with the County and/or Courts within the bargaining unit, since which the employee has not quit or been fired for just cause.

Section 8.2 Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a six (6) month probationary period with evaluation done at the end of three (3) months and five and one-half (5 ½) months Probationary employees shall not have access to the grievance procedure regarding evaluations or terminations, but shall be otherwise represented.

Section 8.3 Termination of Seniority

Seniority shall be defined as in Section 8.1, but an employee shall cease to have seniority and is no longer employed if:

- A. He/she quits.
- B. He/she is discharged for just cause.
- C. He/she is absent from work for a period of three (3) consecutive work days without notifying the Employer.
- D. If he/she fails to give two (2) weeks notification of his/her intent to return to work earlier than the scheduled expiration of a leave of absence, or if he/she does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. He/she gives a false reason for a leave of absence.
- F. He/she fails to return after being recalled from lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of two (2) years or the length of his/her seniority, whichever is less.
- H. Employees who take a position outside of this bargaining unit will cease to have seniority in this bargaining unit.

Employees returning to a position in the bargaining unit will be treated as a new hire in accordance with 8.1, Definition of Seniority.
- I. He/she retires under the County retirement system.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 8.4 Seniority and Worker's Compensation

An employee shall accrue seniority while absent because of injuries covered by the Worker's Disability Compensation Act.

Section 8.5 Employee Records

An employee's payroll records, service records, seniority or other information pertinent to the investigation and processing of grievances shall be made available to the employee upon the employee's request, or the Union, if authorized in writing by the employee.

Section 8.6 Seniority List

Human Resources shall maintain a Court-wide seniority list, for

1. An employee shall be eligible to earn credit for retirement benefits effective with their benefit date, provided that they are regularly scheduled for and work sixty (60) hours per month to earn retirement credit for that month.
1. An employee shall be eligible to receive retirement benefits when he/she has reached age sixty (60) and has completed at least ten (10) years of service with the County and/or Courts, subject to the rules of Municipal Employees Retirement System (MERS).
 - a) Length of service shall be computed on a basis of the amount of time the employee has been actually paid by the County and/or Courts payroll or on Worker's Disability Compensation.
 - b) Retirement credit for service with other governmental agencies may be granted subject to the rules of MERS and the approval of the Board of Commissioners.

B. For All Fringe Benefits Based On A Length Of Service

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of service with the County and/or Courts, excluding bargaining unit seniority.
2. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the Court's funding unit payroll commencing at the employee's date of hire into eligible service unless otherwise spelled out in a union contract or covered under the following exceptions:
 - a) Time spent on military leave from Muskegon County and/or Courts shall be included.
 - b) Service recognized by the County and/or Courts when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
 - c) Service recognized by the County and/or Courts when it absorbs employees who have been under direct supervision of the County and/or Courts, but carried on the payroll of another governmental organization for the convenience of the County and/or Courts, shall be

included.

- d) Service on the County and/or Courts payroll in a non-eligible employment which meets the following criteria shall be included:
 - i) The service shall be immediately preceding eligible employment with the County and/or Courts.
 - ii) The transition from non-eligible to eligible employment must have been made without a break in service.
 - iii) Official records of the County and/or Courts must show that the non-eligible service was full-time in nature.

HOURS OF WORK

Section 9.1

Normal Hours of Work

- A. The normal work week shall consist of a five (5) day, forty (40) hour week.
- B. The normal work day shall consist of eight (8) hours beginning at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour off for lunch, except in those departments where deviation from the above schedule is necessary in order to maintain an efficient operation. The department head in such departments shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department. Whenever it becomes necessary for a department head to change the starting and ending hours of daily work for any employee, the employee shall still be required to complete an eight (8) hour day of work. There shall be no discrimination or favoritism shown toward any employee in this instance.
- C. If it becomes necessary for the department to change the hours or days of work, either temporarily or permanently, the most senior employee in the classification assigned to the change of hours or days of work will be offered such assignment first. If the most senior employee declines the change of hours or days of work, the least senior employee in the class will be assigned until the position can be filled by a volunteer who is qualified to perform such assignment.
- D. Straight time pay shall be paid for the first eight (8) hours in any continuous twenty-four (24) hour period beginning with the

employee's regular starting time.

- E. Whenever possible, employees scheduled to work a workday, shall be granted one fifteen (15) minute work break during the first four (4) hours of their workday and one fifteen (15) minute work break during the last four (4) hours of their workday. Scheduling of work breaks shall be the responsibility of the Department Head, and shall be designed to provide the least possible disruption of the department's service. Work breaks cannot be taken adjacent to the start or end of the workday, or a meal period. It is understood that this concept may not be feasible in all operations due to the nature of the service provided, and it may not be possible to take a work break.
- F. A ten(10) or twelve (12) hour schedule will be available to be implemented with the authorization of the Court Administrator or designee or Chief Judge. Note that 'normally scheduled' hours in a day are eight (8) for employees scheduled for five (5) eight (8) hour days in a week, ten (10) for employees scheduled for four(4)ten(10) hour days per week and twelve (12) hour permanent shifts totaling eighty-four (84)hours in a two (2) bi-weekly pay periods.
- G. For FY24, lump sum payments will be made for JDC employees only in the amount of \$500, totaling \$2,000. Payout of the lump sum will be the first full pay period in January 2024, April 2024, July 2024, and October 2024. Employees must be in full-time status and must have successfully completed probation at time of payment in order to be eligible. Payments beyond FY24 will be discussed based on staffing levels and feasibility of payments.

Section 9.2

Inclement Weather

In the event that inclement weather causes the County Administrator and/or Chief Judge to close all County/Court departments for one (1) shift or more, employees who do not work because of such a closing shall be paid for their regularly scheduled hours they would have worked at their regular rate of pay. Employees required to work during a closing caused by inclement weather shall be paid for hours actually worked at one and one-half (1 ½) times their regular hourly rate.

Section 9.3

Schedule Changes

The Employer agrees that when schedules are to be changed, the affected employees will be given the maximum feasible advance notice of the new schedule.

Section 9.4

Shift Differential

Employees working any shift in which at least four (4) hours of the shift fall between 6:00 p.m. and 6:00 a.m. shall be eligible for a shift differential of twenty (20) cents per hour.

OVERTIME

Section 10.1

Overtime Assignments & Equalization

Department heads may assign overtime to meet operational needs. Prior approval of overtime hours is required from the supervisor or department head. Overtime assignments are to be considered mandatory subject to departmental procedures for distribution of such overtime. The following rotation system of assignment shall be used whenever possible:

- A. Additional/OT hours shall be afforded to qualified Hourly employees as defined in Section 2.2, first in an effort to avoid paying overtime wages whenever possible.
- B. If no qualified hourly employee is able or willing to accept the additional hours, then the hours will be afforded to any qualified employee in the same Classification as the open shift, whom has voluntarily placed their name on the Equalization List. Preference shall be given to available duties that are title-specific (e.g. Shift Lead could not be afforded a JDO shift).
- C. If no employee on the Equalization List is available or willing to take the available hours, then the hours would be offered to ANY qualified employee based on seniority (title specific duties still not being affected by seniority). This would include employees that are not on the current Equalization List.
- D. If no employee is willing or able to accept the available hours, then a mandation will occur of the qualified employees onsite at the time of the need for the mandation, regardless of full time or hourly status. Mandating will occur on a rotating basis to help assure equality of the process.

Section 10.2

Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's normal base hourly rate, including any applicable shift differential, for full-time employees for all hours worked in excess of the employee's normally scheduled hours or shift or forty (40) hours per week. Part-time and hourly employees as defined in

procedures to ensure on-call availability.

SICK LEAVE

Section 11.1 Definition of Sick Leave

Sick leave is an absence from work for purposes of illness, injury or routine medical appointments for which the employee who has completed ninety (90) days of employment is paid just as if he/she was at work, subject to the employee's sick leave accumulations and other provisions of this Section. Employees on paid sick leave will suffer no loss of seniority.

Section 11.2 Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

Years of Service	<u>Days Sick Leave Earned</u>		Maximum Sick Leave Accumulation
	<u>Per Pay Period</u>	<u>In 12 Months</u>	
0 - 10	.4615	12	960 hours
10	.6923	18	Unlimited hours

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 thousand four hundred forty (1,440) hours and paid at the employee's current rate of pay. [Maximum payout: seven hundred twenty (720) hours].

Upon retirement, as defined by the State of Michigan MERS, or upon death, accumulated sick leave up to one thousand four hundred forty hours (1,440) shall be compensated for on the basis of three-quarters (3/4) of the accumulated unused sick leave and paid at the employee's current rate of pay. [Maximum payout: one thousand eighty (1,080) hours].

For Employees hired on or after October 26, 2010, employees shall accumulate sick leave at the rate of ninety-six (96) sick leave hours per year. Sick leave time will be accumulated by pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .4615 sick leave days per pay period. Each employee shall be allowed to accumulate up to one thousand four hundred forty (1,440)

hours of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate sick leave for each straight-time hour they work. For the purposes of this schedule a day is defined as eight (8), ten (10) or 12 (12) hours pay at the employee's regular rate based on the assigned work schedule.

Payment when separating from employment with the County and/or Courts for reasons of death or to become a retired member of the Michigan Municipal Employees' Retirement System: An employee separating from employment with the County and/or Courts for these shall receive three-quarters (3/4) pay for all unused accumulated sick leave, up to seven hundred twenty (720) hours [maximum payout: five hundred forty (540) hours]. Payment shall be based on the rate the employee is earning at the time of separation.

Payment when separating from the County and/or Courts for reasons other than Retirement or Death; after completion of at least one (1) year of continuous employment with the County and/or Courts: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated sick leave, up to seven hundred twenty (720) hours [maximum payout: three hundred sixty (360) hours]. Payment shall be based on the rate the employee is earning at the time of separation.

- A. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each hour they work.
- B. All authorized paid leaves of absence shall be counted as time worked when computing sick leave accumulations except Worker's Disability Compensation leaves.
- C. An equivalent amount of sick leave shall be cancelled for each period of work time an employee is off sick.
- D. Members of the Circuit/Probate Court Unit shall be eligible to participate in the Donated Leave Policy as approved by the County Board of Commissioners. This policy is not subject to the Grievance Procedure.

Section 11.3 Notification of Sick Leave Usage

All employees are required to notify their Department Head or designee that they will be unable to work at least one (1) hour prior to the start of their shift. Each department head or designee will be responsible for reviewing employee requests for Sick Leave.

Section 11.4 Use of Sick Leave

Years of Service	Annual Accumulation	Days Per Pay	Maximum Hours Accumulation*
1 - 5	13 days**	.500	156
6 - 10	16 days	.615	192
11 - 15	19 days	.731	228
16	20 days	.769	240
17	21 days	.808	252
18	22 days	.846	264
19	23 days	.885	276
20	24 days	.923	288

* The maximum accumulation is based on one and one half (1 1/2) years' worth of annual leave earnings.

** For the purposes of this schedule a day is defined as eight (8), ten (10) or twelve (12) hours pay at the employee's regular base rate based on the assigned schedule.

All accumulated vacation time shall be paid based on the maximum set. The balance will be allowed to accrue and be used beyond the maximum for accrual purposes only.

Section 12.2 Flex-Time Program Accumulations

The County of Muskegon, the Family Court, and the Teamsters Local 214 are in agreement that any employee that participates in the Family Court flex-time program agrees to waive his/her contractual right to accumulate sick leave and annual leave at the higher rate when he/she works more than an eight (8) hour shift. The employee agrees to accumulation at the standard rate when working in excess of an eight (8) hour shift. This excludes employees working in the Juvenile Detention Center facility.

Section 12.3 Vacation Scheduling

A. Employees may elect to take either a split or complete vacation period. Vacations are subject to departmental personnel complement required to effectively staff a department. On September 1, the department will post a notice on which each employee will indicate when he/she desires to take his/her vacation for the months of November through April. On February 1, the department will post a notice on which each employee will indicate when he/she desires to take his/her vacation for the months of May through October. This notice will be removed on the 15th of each posting month and scheduled by the end of the posting month. Employees will be able to take their vacations accordingly, subject to the other

who are or have been members of the armed forces or any state militia.

- B. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Coast Guard Reserve, Marine Reserve or Air Corps Reserve are called back to duty, they shall be entitled leave of absence in addition to their annual vacation leave from their respective duties with pay, less pay received from said military unit during which time they are engaged in active duty defense training. Such leaves shall not exceed two (2) calendar weeks.

HOLIDAYS

Section 14.1 Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Juneteenth	New Year's Eve
Labor Day	

Section 14.2 Designated Holidays

If the holiday falls on Sunday, the following day, Monday, shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed.

For the purpose of calculating holiday pay, holidays will be observed on the designated holiday for all employees except those employees in work units or activities which operate on a twenty-four (24) hour per day, seven (7) day per week basis, i.e., Juvenile Detention Center. For the Juvenile Detention Center employees, holidays will be observed on the actual observed holiday date.

Section 14.3 Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation, sick, or personal day shall be eligible for holiday pay only so long as he/she has accumulated sick,

vacation, or personal time. Full-time, part-time and hourly employees required to work the holiday shall be paid at the rate of time and one-half (1-1/2) for hours worked on the holiday.

PERSONAL DAY

Section 15.1 Personal Day

Effective the first full pay period following October 1st of each contract year each full-time and part-time eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. Personal leave may be taken in one-hour increments. The personal leave days are not accruable and must be taken before the start of the next full pay period following October 1st of the next year.

LEAVES OF ABSENCE WITHOUT PAY

Section 16.1 Leave of Absence Definition

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.

When an employee is granted a Leave of Absence Without Pay, the Department Head commits to allowing the employee to return to work at the end of the leave to the same department, same classification, and same salary as when the employee went on leave, as specified in 16.3.

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 22, 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.

When granted a Leave of Absence Without Pay, the employee commits to returning to work at the end of the Leave.

The leave of absence will expire based on the type of leave specified in Section 16.3.

Section 16.2 Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the Court's funding unit.

- 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 to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employees 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 beginning of the Leave, except when an employee is on compensable injury, Section 16.3, B below.
- H. The employee does not earn credit towards longevity or credit towards the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any employee insurance premiums falling due during any month in which the employee is in unpaid status or when the employee has insufficient pay to cover the employee premiums. If the employee premium is not able to be deducted from the employee's wages, prior arrangements for re-payment must be made by the employee with Human Resources to ensure continuation of insurance coverage during the leave.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all Leaves up to six (6) months, the Court's funding unit will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active Court employment by the end of his/her approved Leave of Absence Without Pay, or, if the approved Leave of Absence Without Pay extends beyond six (6) months, his/her group life insurance coverage is terminated.

Section 16.3 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/her accumulation 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 a 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).
 - E. To cover time off because of personal reasons. Such a leave requires the approval of the employee's Department Head and the Human Resources Director and may not exceed twelve (12) months.
 - F. To cover time off if an employee is elected or appointed to a full-time Union position; such leaves shall be granted for up to twelve (12) calendar months.

Section 16.4 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, the employee must submit a resignation from the Court's Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the Court's Service a voluntary resignation.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 17.1 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 12, Vacations (annual leave); Section 11, Sick Leave; and Section 16, 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.

LAY-OFF

Section 18.1

Order of Lay-Off

In the event there is a reduction in personnel, lay-offs will be by classification within the affected department.

The following is the order in which employees will be laid off:

- A. Temporary part-time employees
- B. Temporary full-time employees
- C. Probationary employees
- D. Part-time employees with regular status
- E. Full-time employees with regular status

The order of lay-off within each department, within categories A through C shall be determined by the Employer.

Section 18.2

Part-Time Employees

Among part-time and full-time employees with regular status within a classification within a department, the least senior employee shall be laid off first. As to D and E in Section 18.1 above, part-time employees within a classification within a department shall be laid off before full-time employees in the classification and department. Part-time employees shall be eligible to utilize the bumping procedure in Section 18.4, but only for purposes of bumping other part-time employees within the bargaining unit.

Section 18.3

Union Notification

The Employer will notify the Chief Steward in writing, fifteen (15) days prior to the anticipated date of any lay-offs within the bargaining unit.

Section 18.4

Bumping Procedure

Employees to be laid off may exercise their bargaining unit seniority for bumping purposes as follows:

- A. Employees faced with layoff who have greater seniority than the least senior employee within the same classification and department must first bump the least senior employee in the same classification and department within the bargaining unit.
- B. If bumping is not possible as in A above, employees faced with layoff who have greater seniority may bump the least senior employee within the same classification within the bargaining unit.
- C. If bumping is not possible as in B above, employees faced with layoff who have greater seniority may bump the least senior employee within another classification within his/her department with the same or lower maximum salary provided they meet the minimum qualifications of the classification and can perform the work.
- D. If bumping is not possible, as in C above, employees faced with layoff who have greater seniority may bump the least senior employee within another classification within the bargaining unit with the same or lower maximum salary, provided they meet the minimum qualifications of the classification and can perform the work.
- E. If bumping is not possible as in D above, the employee will be laid off.
- F. The Employer shall provide two (2) weeks prior notice of layoff.
- G. Employees wishing to exercise bumping privileges shall notify the Human Resources Director or his/her designee of their intent to bump and the employee shall notify the Human Resources Director or his/her designee of the person to be bumped within four (4) days of the layoff notice.
- H. Employees bumping to another classification or another department shall serve a thirty (30) day trial period. If the bump is unsuccessful, the employee is laid off. Employees not successful in exercising their bumping privileges will be laid off from their

be considered as having voluntarily quit.

- B. In the event the Human Resources Director feels that the most senior employee to be recalled is not qualified, the Human Resources Director will notify the employee in writing of such reasons, and the employee may have access to the Grievance Procedure.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 20.1

Grievance Procedure

In the event that a complaint is reduced to writing, it shall be submitted on a form mutually agreed upon and shall contain but not be limited to, the following information: date, time, grievance number, grievant's name and signature, steward's signature, alleged violation of this Agreement, settlement desired, and a space allowed for the signature of the Employer representative answering each step. Either the Union or the Employer shall have the right to bring into a grievance preceding any witnesses or representatives deemed desirable for the purpose of adjusting as promptly as possible the matter at hand. When the Union is the grievant, the Chief Steward shall sign as the aggrieved.

The time limit for filing all grievances shall be five (5) days from the date of the occurrence of the alleged grievance or from the date the aggrieved knows of the cause for complaint.

The time limits specified herein for movement of grievances through the process shall be strictly adhered to. In the event that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event the Employer should fail to supply the Union with its answer to the particular step within the specified time limits in Steps 1 and 2, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering. If the Employer fails to supply its answer in Step 3 within the prescribed time limits, the grievance shall be deemed to be settled according to the relief requested.

All specified time limits herein shall consist only of Court work days Monday through Friday, but excluding holidays. Time limits may be extended only by mutual agreement of the parties.

Procedure:

Step 1

The employee having a specific grievance may present it in writing to their Department Head or designated representative. The written grievance must be signed by the grievant and his/her steward, and receipt acknowledged by the employee's Department Head or the Department Head's designated representative. The Department Head or the Department Head's designated representative will schedule a meeting with the grievant and steward, if so requested by the grievant, in an attempt to resolve the matter. In disciplinary matters, the Union shall be furnished all available evidence used to take the disciplinary action against the grievant, including witness statements and reports. In any case, the department will give its written reply within five (5) days of the receipt of the written grievance. The Union shall review all grievances at this step to determine the appropriateness of the next step.

Step 2

A grievance not settled at Step 1 may be submitted to the Human Resources Director within five (5) days of the date of the receipt of the written reply from Step 1. The Human Resources Director shall offer available dates to discuss the grievance to the Union Business Agent within five (5) days of its receipt. The meeting is to be held between the Director and the Business Agent within twenty (20) days of the Business Agent receiving the list of available dates. Either party may have others present at said meeting. The Human Resources Director shall provide written notice of the Employer's position within ten (10) days of said meeting mailed to the Business Agent.

Step 3

If the grievance is not settled in Step 2 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within sixty (60) calendar days of the date of the receipt of the written reply from Step 2, the Union shall request from the Michigan Employment Relations Commission (MERC) a list of arbitrators in accordance with the rules of the Service. If the grievance is concerning a discharge from employment, the Union shall request a MERC list of arbitrators within ten (10) days of the date of the receipt of the written reply from Step 2. A copy of the Union's arbitration request shall be forwarded to the Human Resources Director. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

Section 20.2

Arbitration Procedure

At the time of the arbitration hearing, both the Employer and the Union have the right to examine and cross-examine witnesses. Upon request of

employees or the public.

Classification of misconduct:

Group 1 - Minor offenses

Group 2 - Intermediate offenses

Group 3 - Major offenses

Disciplinary action shall be imposed with respect to each of the groups of offenses as hereinafter set forth. While the groups of offenses listed below are generally broad, the parties recognize that these lists of possible offenses do not include all possible matters that may be proper cause for disciplinary action.

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. Absence without approved leave.
- D. Abuse of break time.
- E. Disregard of safety rules or common safety practices.
- F. Use of profanity or obscene language in the presence of the public.
- G. Inefficient work/Faulty work and/or covering up faulty work.
- H. Any offense in Group 2 or 3.

The disciplinary procedure in this group shall be: First offense, written oral warning; second offense, written reprimand; third offense, one (1) day suspension without pay; fourth offense, three (3) day suspension without pay; fifth offense, discharge. The violations shall be cumulated for a period of not more than twelve (12) months.

Group 2 Offenses:

- A. Injurious or dangerous pranks.
- B. Gambling during working hours.

- C. Making and publishing of false and vicious or malicious statements concerning any employee, Department Head or the Court/Court's funding unit.
- D. Malicious destruction or abuse of County/Court property.
- E. Verbal abuse of the public or fellow employees.
- F. Willful disobedience to the proper directive of a supervisor or other acts of insubordination.
- G. 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.
- H. Unprofessional conduct.
- I. Sleeping while on duty. Sleep being defined as eyes closed and in an unaware state (at meetings and while on the floor at the Juvenile Detention Center).
- J. Violation of SCAO Court employee Model Code of Conduct.
- K. Any offense in Group 3.

The disciplinary procedure in this group shall be: First offense, written reprimand; second offense, three (3) day suspension without pay; third offense, five (5) day suspension without pay; fourth offense, discharge. The violations shall be cumulated for a period of not more than eighteen (18) months.

Group 3 Offenses:

- A. The misuse or removal from the premises, without prior authorization, of any County/Court records, confidential information or any other County/Court property, except as necessary in the performance of an employee's duty.
- B. Theft of any property of fellow employees or of the County/Court.
- C. Knowingly falsifying any timekeeping records, or intentionally giving false information to anyone whose duty it is to make such records.
- D. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
- E. 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.

- F. Physical and/or sexual abuse or fighting with the public or fellow co-worker.
- G. Reporting to work or operating a County/Court vehicle while under the influence of alcoholic beverages, federally illegal drugs, controlled substances, or hallucinogens.
- H. Refusal to take a test under reasonable suspicions of being under the influence of drugs or alcohol and/or work-related injury.
- I. Possession or use, sale, or delivery of federally illegal drugs, controlled substances, or hallucinogens on County/Court property, in County/Court vehicles or during working time.
- J. Violation of Court Anti-Harassment and/or Anti-Retaliation policies.
- K. Conviction of a felony while employed and working in a department which involves contact with juveniles or when the conviction is inconsistent with the job duties, as determined by the Department Head.

The disciplinary action in this group shall be immediate discharge. See Section 28.1, Drug Policy, for alcohol or drug related offenses.

Section 21.3 Establishment of New Rules and Regulations

All new rules and regulations for the breach of which an employee may be discharged or disciplined shall be negotiated with the Union before adoption. Copies of work rules shall be made available to all employees.

Section 21.4 Notice of Disciplinary Action

When discipline is to be imposed upon any employee, the Department Head shall at once advise the Union representative and the employee of the offense and the penalty.

- A. When discipline is to be imposed, it is agreed that, when requested by the Union, the Employer will grant a twenty-four (24) hour period before imposing the penalty which directly results in a loss of pay, except as to Group 3 Offenses.
- B. Before a Department Head discharges an employee for in competence, after the employee has served his/her probationary period, he/she

will notify the employee of the employee's incompetence and how the employee's work is deficient, so as to allow the employee ample time to correct himself/herself and put forth greater effort to qualify himself/herself for continued employment.

When it appears probable that the employee's unacceptable behavior is caused by physiological or emotional problems, the department may attempt, with the cooperation of the Human Resources Department and other appropriate County agencies, to assist the employee in resolving the problems that have given rise to the unacceptable behavior.

FILLING OF VACANCIES

Section 22.1 Vacancy Announcement

The vacancy will be announced and posted in departments with bargaining unit members for five (5) working days for bargaining unit members when the Employer determines to fill a vacant position within the bargaining unit. Applications from bargaining unit members will be accepted by the Human Resources Department within the five (5) working days after the date of the announcement.

Section 22.2 Filling of a Vacancy

- A. To be eligible for consideration for the vacancy, bargaining unit employees must:
 - 1. Meet the minimum qualifications of the class.
 - 2. Have the present ability and physical fitness to satisfactorily complete the required work activities.
- B. Selection among those applicants determined eligible as stated above to fill the vacancy is made in the following order:
 - 1. Employees in the department in which the vacancy occurs.
 - 2. Employees in other departments within the bargaining unit.
- C. Where employees are determined qualified within the order of selection indicated above, the top three (3) most senior bargaining unit applicants will be considered. The candidate will be selected from the top three (3) based upon the employee's prior County/Court work history, past job performance and attendance. Where individuals are equally qualified, the most senior applicant will be selected.
- D. In the event of a tie amongst seniority dates:

1. Hourly employees - the hourly employee with the greatest number of hours worked in the prior twelve (12) month period from the date of the applicable action, will be considered the most senior. In the event of a tie amongst the hours, the order of seniority will be determined in alpha order, by last name.
2. Full-time employees - In the event of a tie amongst seniority dates, the order of seniority will be determined in the order of shift bid date. If a shift bid date has not been established, the order of seniority will be determined in alpha order, by last name.

E. If no bargaining unit employee who applies for the vacancy is determined eligible to fill the announced vacancy, the Court may fill such vacancy from outside the bargaining unit. No employee hired from outside the bargaining unit will be hired at a rate of pay higher than the least senior employee in the same classification within the hiring department. Employer will have a conversation with the union steward or Business Representative regarding relevant experience and/or education. Management reserves the right to make final determination on granting higher steps.

1. Guidelines for new Juvenile Detention Officer to start at Step 2 - must meet one or more of the below bullets to qualify:
 - 2 to 3 years' experience in a Court Operated, Child Caring Institution, Juvenile Residential (24 hour/7 days a week) facility.
 - 2 to 3 years' experience working with juvenile delinquents and/or at-risk youth populations.
 - 2 to 3 years' experience working within a correctional facility in a security related position.
2. Guidelines for new hire to start at Step 3 - must meet one or more of the below bullets to qualify:
 - 3+ years' experience in a Court Operated, Child Caring Institution, Juvenile Residential (24 hour/7 days a week) facility.
 - 3+ years' experience working with juvenile delinquents and/or at-risk youth populations.
 - 3+ years' experience working within a correctional facility in a security related position.

All Department of Child Welfare Licensing rules regarding new hire employee qualifications remain in effect.

F. Nothing in this Section shall be construed so as to limit the Court's authority to assign appropriate duties to employees working within their classification.

- G. In the event an employee transfers, promotes or status changes from an hourly to a benefit eligible position, the employee will be entitled to accumulated annual, sick, and personal leave upon completion of six (6) months of continuous service as a Court employee. Employment as an hourly employee will count towards the six (6) month period.

Section 22.3

Trial Period

Any employee filling a vacancy will be given sixty (60) calendar days to demonstrate his/her ability. The department will assist employees who fill the vacancy during their trial period. An extension of this trial period may be given upon mutual agreement between the Union and the Employer.

1. If unable to qualify, the employee shall be returned to his/her former classification and rate of pay.
2. Employees successfully completing this sixty (60) calendar day trial period shall then be able to apply for further vacancy announcements. This Section shall not apply to Section 18.4, H.

Section 22.4

Definition and Pay Effect in Filling Vacancies

The following provisions shall govern the assignment of pay steps in filling of vacancies:

- A. A promotion is defined as a change in status from an employee's present classification to a classification of a higher maximum salary. An employee promoting to a new classification with a higher maximum pay rate shall receive 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. A transfer is defined as a status change of an employee from the employee's present position to another vacant position in the same classification or a classification of equal maximum pay in another department. Transfers to a class of equal maximum pay require that the employee meet the minimum qualifications of that classification. An employee transferring to another position in the employee's present classification or a new classification of

equal maximum pay rate in another department, shall maintain the current pay rate received.

TEMPORARY WORK ASSIGNMENTS

Section 23.1 Assignment of Duties

Nothing in this Section shall be construed so as to limit the Employer's right to assign appropriate duties to employees working within their classification or as provided in Section 23.2.

Acting shift leads and master trainers at JDC, only when designated and pre-approved by Administration, will be compensated at 10% above their regular hourly rate.

The Employer will have the exclusive right to select and rescind the selection of Juvenile Detention Officers to act as Acting Shift Leads. Seniority will not be considered as selection criteria. Employees selected to serve as an Acting Shift Lead will receive a ten percent (10%) increase in pay or Step 1 of the Shift Lead pay grade, while performing the Acting Shift Lead role. The Acting Shift Lead will be expected to act in the same capacity as a Shift Lead and will be held to the same standards.

Section 23.2 Temporary Assignments

The Employer reserves the right to make temporary work assignments of employees into another classification and/or into another department provided that:

- A. It will not result in the reduction of the employee's wage or benefits.
- B. The assignment will not exceed thirty (30) calendar days, except in the case of an emergency.
- C. If the assignment is to a higher classification and exceeds ten (10) consecutive working days, then the employee so assigned will be paid at the minimum step of the higher classification or that pay step of the employee's current class which would give the employee a one (1) step increase above their current pay step, whichever is greater, but not to exceed the maximum step of the pay range for the higher class.

WAGES

Section 24.1 Wage Rates

The respective pay ranges for classification titles listed in Schedule A attached hereto shall be as set forth in Appendix A - Salaries.

Section 24.2

Cost of Living

- A. Effective October 1, 2023, with no retroactive payment, all employees with 0 to 4 years of eligible service (until they are eligible for longevity) during the term of this agreement, a cost of living payment, if applicable, shall be paid annually between December 1 and December 20 of each year. Such payments shall be based on 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), hereinafter referred to as the Index.
- B. During the term of this Agreement, the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed twenty (20) cents per hour for each permanent employee based on a total of two thousand eighty 2,080 hours per year (maximum payment of \$416.00). The payment for part-time permanent employees shall be prorated on the above maximum based upon the number of hours worked during the year by the part-time permanent employee.

Section 24.3

Longevity Pay

- A. Effective October 1, 2023, with no retroactive payment, compensation for continuous eligible service with the County shall be provided on the basis of the following schedule:

Years of Continuous Service as of December 1 <u>Of Each Year</u>	<u>Amount of Payment</u>
5 years	\$600
For each year	\$100 additional to an
Completed after 5 years	unlimited maximum

Longevity payments 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.

- B. 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 who separates from Court service during the period for any other reason, shall receive no payment.

Section 24.4 Rates for New Position/Classification

If the Court during the term of this Agreement establishes a new classification or makes major changes in an existing classification requiring additional skills and responsibilities, the rate of pay shall be determined by the Court's funding unit/Courts.

The Court's funding unit/Courts will advise the Union of the new classification or changes in an existing classification prior to implementing such action.

The rate established by the Court's funding unit/Courts shall reflect the new duties and responsibilities in relationship to other classifications.

MILEAGE

Section 25.1 Mileage Compensation

Employees who must furnish their own automobile for work purposes will be compensated at a rate approved and revised by the County Board of Commissioners. The rate will be the same as non-bargaining unit employees based on the IRS rate. During the term of this agreement, any revised amount will be made available to GEU employees.

INSURANCE

Section 26.1 General Medical Plan Provisions

A. 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 any 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 this Agreement.

Employee premium - \$0.00

County HSA contribution as follows:

January 2024 (80% of deductible)- Single- \$2,000, 2-person/more- \$4,000
January 2025- Single- \$1,250, 2-person/more- \$2,500
January 2026- Single- \$1,250, 2-person/more- \$2,500

Plan #2 (Deductible levels set at the minimum deductibles, per Internal Revenue Service)

Deductible- \$1,600 (single)/\$3,200 (2-person/more)

Co-insurance- 0%

Out-of-pocket maximum- \$2,250 (single)/\$4,500 (2-person/more)

Monthly employee premium - 18% of plan premium costs (2024 equates to Single- \$126.90/month, 2-Person- \$304.57/month, Family- \$380.71/month)

County HSA contributions as follows (subject to change if IRS minimum deductible levels increase):

January 2024 (80% of deductible)- Single- \$1,280, 2-person/more- \$2,560
January 2025 (50% of deductible)- Single- \$800, 2-person/more- \$1,600
January 2026 (50% of deductible)- Single- \$800, 2-person/more- \$1,600

In accordance with the IRS's proposed regulations at 1.125-1(o)(4), each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make a one-time, irrevocable election to voluntarily elect to have up to eighty (80) hours of sick time deducted from his/her subsequent year sick leave accruals and receive the equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of eighty (80) hours of unused sick leave, then (1) any hours above eighty (80) that the employee has banked will be deemed to be used first, and (2) of the eighty (80) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

This subtraction will not negatively affect the employee under Section 11.5.

Section 26.3

Dental Coverage

The Court's funding unit/Courts agrees to provide to all permanent

Court's funding unit agrees to provide Vision Coverage to all permanent employees with an employee contribution of 15% of the monthly premium equivalent for the employee and applicable dependents. The contribution amount will be paid to the Court's funding unit by the employee via payroll deductions, which deduction is hereby authorized by this agreement.

Section 26.8 Additional Costs

Any additional costs for coverage above and beyond that described above shall be paid for by the individual employees through regular payroll deduction, which deduction is hereby authorized by this agreement.

GENERAL LIMITATIONS

Section 27.1 Benefits for Part-Time Employees

Benefits for eligible part-time employees shall be prorated based on job classification with respect to accumulations of vacations and sick leave, cost of living and longevity payments, holidays, insurance contributions and special leaves.

The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked. Hourly employees shall also be entitled to pay at the rate of one and one-half times their hourly rate for all hours worked on a recognized holiday.

Section 27.2 Benefit Program Compensation

No benefit 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.

DRUG POLICY

Section 28.1

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, federally illegal drugs, controlled substances or hallucinogens. In addition, the Employer may require an employee to submit to an alcohol and/or drug test if there is reasonable cause to believe that the employee's performance is impaired by alcohol, federally illegal drugs, controlled substances or hallucinogens.
- B. Such testing may require the employee to provide a blood and/or urine sample. If the test discloses the presence of federally

illegal drugs, controlled substances or hallucinogens, or if the test indicates that the employee is impaired or intoxicated by alcohol, the employee is subject to discipline up to and including immediate discharge. Refusal to immediately submit when directed by Supervisor to take a drug/alcohol test is grounds for immediate discipline, up to and including immediate discharge.

- C. An employee is urged to consult with his/her supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. An employee determined, as a result of properly implemented medical tests, to be impaired by alcohol or to test positive for federally illegal drug(s) while at work, on first occurrence, be allowed a choice between immediate termination of employment or agreement to enter a rehabilitation or counseling program, providing such employee enters into a "Last Chance Agreement." A blood/alcohol level meeting or exceeding .05% or 10mg/DL shall constitute alcohol impairment for purposes of this policy.
- E. Employees placed on a "Last Chance Agreement" in lieu of immediate discharge shall have this in effect for a period of not more than two (2) years.

MISCELLANEOUS

Section 29.1

Non-Discrimination

- A. The Employer and the Union agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.
- B. The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

Section 29.2

Supplemental Employment

- A. Supplemental outside employment is permitted provided that the employee notifies his/her Department Head in writing to engage in his/her supplemental outside employment including name of the employer, duties and hours of work. This written notice must be given by the employee to the Department Head prior to commencing

the outside employment.

- B. The supplemental outside employment must not conflict with the employee's hours of Court employment, or the department's established hours, nor will it interfere or directly conflict with the employee's satisfactory performance of the employee's duties or conflict with the interest of the Court.
- C. The supplemental outside employment must not be incompatible or in conflict with the discharge of the employee's Court employment duties or tend to impair the employee's independence or action in the performance of the employee's Court duties. Permission to work outside employment must be in writing and will not be unreasonably withheld.

Section 29.3

Bulletin Boards

The Employer will furnish one (1) bulletin board in each of the listed locations for the exclusive purpose of management-union notices and information:

- A. Circuit Court break room
- B. Juvenile Transition Center

Section 29.4

Acceptance of Gifts

Acceptance of gifts will be allowed in adherence to the County Procurement Policy provided they don't exceed fifty dollars (\$50.00) in value, based on the adopted policy.

Section 29.5

Health and Welfare

The Employer shall provide and maintain health and restroom facilities for employees that will meet not less than the minimum requirements of the Michigan State Labor Law. The Department Head shall make reasonable provisions for the safety of employees during the hours of their employment. The parties agree to adhere to the provisions of the Michigan Occupational Safety and Health Act.

Section 29.6

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 Court 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.

Employees on light duty, will not be eligible to be called for overtime duty.

Section 29.7

Retirement

The Court's funding unit agrees to provide to permanent employees hired prior to November 1, 2014 the Municipal Employees' Retirement System defined benefit plan.

Employees hired prior to October 26, 2010 will receive the Benefit Program B-4 with the F55 (25) rider and an employee contribution amount of 3.84% between the employee's hire date and September 30, 2018. Effective October 1, 2018, Benefit Program B-3 with the F55 (25) rider and an employee contribution amount of 3.84% will be provided. The frozen FAC methodology will be utilized. (See also Section 8.9A). The employee contribution will be deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

Employees hired on or after October 26, 2010 and prior to November 1, 2014 will receive the Benefit Program B-4 with the F55(25) rider and an employee contribution amount of 6.00% between the employee's hire date and September 30, 2018. Effective October 1, 2018, Benefit Program B-3 with the F55(25) rider and an employee contribution amount of 6.00% will be provided. The frozen FAC methodology will be utilized. (See also Section 8.9A). The employee contribution will be deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

Employees hired on or after November 1, 2014, will receive the MERS defined contribution plan with an employee contribution of 4% and employer contribution of 3% of gross wages.

Section 29.8

Meetings and Seminars

The Employer recognizes that certain employees may be required or permitted to attend approved seminars, institutes, or conferences. Expenses will be reimbursed in accordance with existing County/Court policy.

Section 29.9

Conditions of Employment

The parties agree that all conditions of employment relating to hours of work, wages, overtime and benefits covered by this Agreement shall remain in full force and effect during the term of this Agreement.

Section 29.10

Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings. When the results of such evaluations are objected to, timely grievances are required for consideration to be warranted. Performance evaluations are due from departments within 30 days of the employee's merit anniversary date and will reflect an evaluation of an employee's work performance in their classification for the preceding twelve-month period.

Section 29.11

Section 125 Plan

The Court's funding unit 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 (as amended for inclusion of the AFLAC benefit) for this bargaining unit.

Section 29.12

Contracting Out Work

The Courts agree that work customarily done by the bargaining unit will not be contracted out as long as the Courts have operable equipment and qualified employees available to do the work which is required, provided that the cost of doing the work in-house will not exceed the cost of contracting the work out.

Section 29.13

Validity

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement.

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

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.

Section 29.14

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 Court's funding unit/Courts 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.

ELECTION OF REMEDIES

Section 30.1

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 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.

AMENDMENTS AND DURATION

Section 31.1

Amendments

This Agreement may be amended only by mutual consent of the Court's funding unit/Courts and the Union. A proposal to amend by either party shall be submitted to the other thirty (30) days in advance of the joint meeting at which such amendment is to be considered.

Section 31.2

Duration

This contract shall be in full force and effect from the date of its execution through September 30, 2026, and for succeeding periods of

twelve (12) months unless either party shall notify the other in writing prior to August 1, 2026, or prior to August of the appropriate succeeding twelve (12) months period of their desire to negotiate a new contract. Upon receipt of such written notification, the parties shall arrange to meet promptly and regularly for the purpose of consummating a new contract, or for the purpose of negotiating such amendments or modifications. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the time limits provided for herein and no agreement has been reached on the date this contract expires, such contract shall be extended until such negotiations have been completed and a new contract takes effect.

Section 31.3

Notice of Termination

Either party may terminate this Agreement at any time on or after September 30, 2026, by sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement:

MUSKEGON COUNTY 14TH CIRCUIT
& PROBATE COURT

TEAMSTERS LOCAL 214
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

Kristen N. Wade
Human Resources Director

Marty Bingaman
Business Representative

Alisha Riedl
Circuit Court Administrator

Billie Shanks
Union Steward

Gregory Pittman
Chief Judge

Date: _____

Date: _____

SCHEDULE A

Court Officer
Court Services Specialist
Family Court Administrative Assistant
Family Court Specialist
Juvenile Clerk
Juvenile Detention Center Shift Lead
Juvenile Detention Center Admin. Assistant
Juvenile Detention Center Officer
Juvenile Detention Center Officer - Hourly
Kitchen Assistant - hourly

SCHEDULE B

Positions excluded from the Bargaining Unit:

Positions Classification Department

Appendix A Position Table					
Position Class	Position Description	Grade	Position Class	Position Description	Grade
QF273	Court Officer	15	QH426	Juvenile Detention Center Admin. Assistant	5
QF275	Court Services Specialist	7	QF351	Juvenile Detention Center Shift Lead	10
QF350	Family Court Admin. Assistant	10	QF971 QH971	Juvenile Detention Center Officer	7
QF353	Family Court Specialist	14	QH500	Kitchen Assistant - hourly	4
	Juvenile Clerk	10			

Appendix A

Wages

MGT's salary study recommendations will be implemented over 1-year effective the first full pay period following October 1, 2023 (See Appendix A).

Employees receiving less than a 3% wage increase will be moved to the next step in the wage scale.

Effective the first full pay period following October 1, 2024- 3%

Effective the first full pay period following October 1, 2025- 3%

Appendix A

Group	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2023	4	17.27	17.99	18.72	19.45	20.17	20.90	21.62	22.35
2023	5	17.83	18.58	19.33	20.08	20.83	21.58	22.32	23.07
2023	7	19.01	19.81	20.61	21.40	22.20	23.00	23.80	24.60
2023	10	20.92	21.80	22.68	23.56	24.44	25.32	26.20	27.08
2023	14	23.78	24.78	25.78	26.77	27.77	28.77	29.77	30.77
2023	15	24.55	25.58	26.61	27.64	28.68	29.71	30.74	31.77

LETTER OF ADDENDUM
By and between
Muskegon County
And
Teamsters Local 214
Circuit Court Probate Court Unit

SUBJECT: FY25 Lump Sum Payments

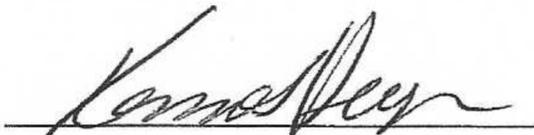
DATE: August 28, 2024

Both the Employer and Union agree to continue the lump sum payments, listed in Section 9.1., G. of the collective bargaining agreement for FY25 only with the following details:

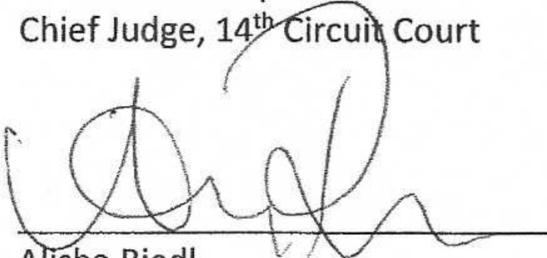
For FY25, lump sum payments will be made for JDC employees only in the amount of \$500, totaling \$2,000. Payout of the lump sum will be the first full pay period in January 2025, April 2025, July 2025, and October 2025. Employees must be in full-time status and must have successfully completed probation at time of payment in order to be eligible. Payments beyond FY25 will be discussed based on staffing levels and feasibility of payments.

COUNTY OF MUSKEGON

TEAMSTERS LOCAL 214, CPCU



Kenneth S. Hoopes
Chief Judge, 14th Circuit Court


Marty Bingaman, Business Representative

Alisha Riedl
Circuit Court Administrator

9.24.24
Dated

9/24/24
Dated