

AGREEMENT

BETWEEN

60<sup>TH</sup> JUDICIAL DISTRICT COURT

MUSKEGON COUNTY BOARD OF COMMISSIONERS

AND

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

(DISTRICT COURT UNIT)

October 1, 2018 through September 30, 2023

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language shall revert back to the language in effect prior to the Act.

- 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 workforce; 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 workforce, 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 the Court Administrator, 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 District Court Administrator 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 District Court Administrator and Chief Judge shall meet with the Union (grievant, steward and Business Representative). Said meeting will be scheduled within five (5) working days and at a time and place agreeable to all parties. The Court's written response to the grievance shall be issued within seven (7) working days of the date of the meeting, not including the day of the meeting.

Step 3 If the grievance remains in dispute after Step 2, 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. Either party must present their intent to mediate, in writing, within 30 calendar days after Step 2.

Step 4 If the grievance is not settled in Step 3, the written grievance shall be presented to the Chief Judge within five (5) working days after the District Court Administrator's response is given, not including the day the response is given. The District Judges shall meet en banc 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.

### 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 Court/County.
- F. Malicious destruction of Court/County property.
- G. Verbal abuse of the public or fellow employees.
- 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 Court/County records, confidential information or any other Court/County property, except as necessary in the performance of an employee's duty.
- B. Theft of any property of fellow employees or of the Court/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 Court/County property, in Court/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.
- G. Unjustified physical abuse of the public.
- H. Reporting to work while under the influence of illegal drugs, controlled substances, or hallucinogens.
- I. Possession or use, sale, or delivery of illegal drugs, controlled substances, or hallucinogens on Court/County property, in Court/County vehicles or during work time.
- J. Conviction of a misdemeanor or felony while employed and working in a department which involves contact with juvenile, elder, vulnerable or frail population.
- K. Conviction of any felony offense while employed by the 60<sup>th</sup> District Court
- L. Any other offenses of like consequence.

The disciplinary action in this group shall be immediate discharge.

#### Section 6.4

#### Warnings and Reprimands

If the Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

#### Section 6.5

#### Drug Policy

- A. The Court or County 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, 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 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 submit to the test is grounds for immediate discipline, up to and including immediate discharge.
- C. An employee is urged to consult with his supervisor if he/she is using prescription or over-the-counter medication which the employee believes may affect his/her performance.
- D. The following offenses will subject the employee to discipline up to and including discharge:
  - 1. Reporting to work while under the influence of alcoholic beverages.
  - 2. Reporting to work while under the influence of illegal drugs,

- controlled substances, or hallucinogens.
3. Possession or use, sale, or delivery of illegal drugs, controlled substances, or hallucinogens on Court/County property, in Court/County vehicles or during working time.
  4. Consumption of alcoholic beverages on Court/County property, in Court/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.



- A. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Employees to be recalled shall be given a minimum of five (5) working days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time 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. A meal period is defined as being between 11:30am and 2:30pm.

#### 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. A 15-minute break period, per shift, will be taken between 9:00am - 11:00am and 2:30pm - 4:00pm, unless otherwise authorized.

### **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

Effective October 1, 2018, with no retroactive payment, all employees during the term of this agreement, 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.



- 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, that employee shall

be entitled to payment at the rate of the higher level classification effective the first full day of such assignment. Payment at the rate of the higher classification shall be in immediate effect, 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 Court's 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 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 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 Court's funding unit 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 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 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.

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.

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

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

\*The maximum accumulation is based on one (1) years' worth of Annual Leave earnings.



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.

\*\*For the purpose of this schedule, a day is defined as eight (8) hours pay at the employee's regular base rate.

Section 17.2

Vacation Scheduling

- A. On October 1, the Court 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 April 1, the Court 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 15<sup>th</sup> 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 provisions of this Section. Should two (2) or more employees in the same area, with similar duties, select the same vacation period; the desire of the employee with the higher seniority shall be given preference.
  
- B. Vacation requests received at times other than the normal posting periods will be considered on a first come, first served basis. Vacation requests will be approved or denied by the Court Administrator within a reasonable time frame following the request, but in any case, not more than a two (2) week time frame following the request.

Section 17.3

Annual Leave Usage

No employee shall be entitled to any vacation, or pay therefore, until he/she has been on the payroll for a continuous period of at least six (6) months and has satisfactorily completed his probationary period. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section 17.1.

In accordance with Internal Revenue Service private letter ruling number 200450010, release date 12/10/04, 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 an one-time, irrevocable election to voluntarily elect to have up to forty (40) hours of vacation time deducted from his/her subsequent year vacation 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 40 (forty) hours of unused vacation leave, then (1) any hours above forty (40) that the employee has banked will be deemed to be used first, and (2) of the forty (40) 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.

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.

Donated Leave policy as approved by the County Board of Commissioners. This policy is not subject to the grievance procedure.

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, child or grandchild; 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. To provide care to the employee's ill parent, such usage should not exceed two (2) days for any one illness, unless the employee is on an approved Family Medical Leave.

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 Leave

Upon request, employees will be granted up to three (3) days leave with no loss of compensation due to the death of his/her spouse/child, step-child, parent, step-parent, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, grandchild, grandparents, grandparents-in-law, son-in-law, daughter-in-law, or anyone who raised the employee from childhood. One (1) day with pay may be granted for military funeral in which an employee is an official participant. In the event of lengthy travel, defined as 200 miles one way from the employee's home, up to a maximum of two (2) days may be used, in addition to the above. Written proof of relationship, death, and/or funeral location may be required by the Employer prior to the 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.
- B. An employee will not be allowed to return to work after delivery until the employee has supplied the Clerk of the Court with a statement from the employee's physician that the employee is physically and medically able to return to duties as a Court employee. A copy of this statement shall be forwarded to the Human Resources Director.
- C. In any case, if an employee has not returned to work within one (1) month after delivery, the employee shall provide a doctor's statement substantiating the continued disability and expected date of recovery. Employees failing to comply with this section or failing to return to work when found able by their physician will be separated from Court employment.
- D. Leave of absence without pay, not to exceed sixty (60) days as provided under Section 15.3 A, may be requested by employees under



Effective the first full pay period following October 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 October 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. Any 2018 Personal Days that an employee has not used upon the execution of this contract will expire on January 4, 2019.

### **INSURANCE BENEFITS**

#### Section 22.1            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 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.
  
- B. 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.

The Employer's liability with respect to any insurance benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the insurance coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no

circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 22.2

Medical Coverage

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this Agreement.

The Employer's liability with respect to benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the coverage specified, and upon such payment or compliance, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

Effective January 1, 2019 and following an open enrollment period, benefit eligible bargaining unit members will have the option to enroll in the Court's funding unit's Health Savings Account, HSA, as the sole medical plan option. The HSA plan, paired with a qualified high deductible plan, will maintain a \$1350/\$2700 annual deductible level, or as required by law. If an employee proves that he/she is ineligible to participate in the HSA plan, the employee may enroll in the Court's funding unit's High Deductible, HD, plan for an employee contribution of zero dollars (\$0) per pay period.

Each employee enrolled in the HSA plan shall pay an employee contribution of zero dollars (\$0) per pay period. The Court's funding unit will contribute \$675 (1-person contract) and \$1,350 (2-person or more contract) on January 2, 2019, January 2, 2020, and January 2, 2021. The Court's funding unit will contribute \$500 (1-person contract) and \$1,000 (2-person or more contract) on January 2, 2022, and January 2, 2023. Contributions will be pro-rated for new hires and employees becoming benefit eligible after January 1, 2019.

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 an one-time, irrevocable election to voluntarily elect to have up to forty (40) 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







Section 22.8

Vision Coverage

Effective upon execution of the contract and open enrollment period the 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 funding unit by the employee via payroll deduction, which deduction is hereby authorized by this agreement.

Section 22.9

Healthcare Committee

The employer agrees to the establishment of a joint labor/management committee to discuss healthcare.

**MISCELLANEOUS**

Section 23.1

Bulletin Boards

The Employer will provide a bulletin board which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- A. Notices of elections.
- B. Notices of results of elections.
- C. Notices of meetings.
- D. Union activities.

Section 23.2

Mileage

Employees who must furnish their own transportation for work purposes will be compensated at a rate per mile approved and revised by the County Board of Commissioners. The rate will be the same mileage amount as non-bargaining unit employees based on the IRS rate. During the term of this agreement, any revised amount will be made available to District Court employees. Mileage will only be authorized in circumstances in which a Muskegon County/Court fleet vehicle is unavailable, its use is prohibited, or use of which is determined by court administration to be impractical.

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. Effective October 1, 2011 the employee contribution will be 1.5%.

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 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 workers 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

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 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 Court's funding unit, the Court 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, 2023.

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.

**EMPLOYER:**

**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**

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Benjamin Cross  
Chairman, Board of Commissioners

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Dennis Nauss  
Business Representative

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Peggy Perdue  
Union Steward

**60TH JUDICIAL DISTRICT COURT**

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Terri Burns

Union Steward

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Raymond J. Kostrzewa Chief Judge



**Appendix A**

**Section 1 - Wage Rate Table A**

Hourly rates in effect upon execution of Agreement:

Classification	Salary Table	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Assignment Clerk	DC	00060	15.39	16.37	17.36	18.34	19.34	20.32	21.30	22.29		
Chief Clerk	DC	00055	14.05	15.08	16.12	17.15	18.20	19.23	20.27	21.30		
Court Clerk	DC	00040	12.18	12.98	13.78	14.59	15.38	16.18	16.98	17.78		
Jury/Assignment Clerk	DC	00055	14.05	15.08	16.12	17.15	18.20	19.23	20.27	21.30		
Clerical Support Specialist	DC	00055	14.05	15.08	16.12	17.15	18.20	19.23	20.27	21.30		

Effective the first full pay period following October 1, 2018, all classifications will receive a two percent (2%) across the board wage increase.

Effective the first full pay period following October 1, 2019, all classifications will receive a two percent (2%) across the board wage increase.

Effective the first full pay period following October 1, 2020, all classifications will receive a two percent (2%) across the board wage increase.

Effective October 1, 2021, wage reopener

Effective October 1, 2022, wage reopener