

**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF FRASER**

**&**

**TEAMSTERS LOCAL 214  
39<sup>th</sup> DISTRICT COURT CLERICAL UNIT**



**EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015**

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**PREAMBLE**

This Agreement entered into on the 1<sup>st</sup> day of July 2012 is between the 39<sup>th</sup> District Court, the State of Michigan (hereinafter referred to as the "Court"), and the Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union"), and will extend to June 30, 2015.

**WITNESSETH**

Whereas the Court and the Union mutually recognize and acknowledge that the best interest of the Court and of the community will be protected and served by an agreement between the parties hereto which will promote and ensure peaceful industrial and economic relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

**ARTICLE 1**  
**RECOGNITION**

**1.1 Employees Covered:** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Court does hereby recognize the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Court included in the bargaining unit described below:

All full-time and part-time court employees of the 39<sup>th</sup> District Court except; bailiffs and confidential secretaries to the Judges.

It is mutually understood by the parties that the publishing and posting of job descriptions is for informational purposes only and does not imply any change in the negotiated terms of the Agreement.

**1.2:** The Employer recognizes the established rights, responsibilities and values of the Union and has no objections to its employees becoming members of the Union. The Employer specifically will not tolerate on the part of its representatives any discrimination or activity whatever against the Union and will discipline any employee who, on the Employer's time, carries on anti-Union activity or who seeks directly or indirectly to interfere with the status, membership, or responsibilities of the Union.

**ARTICLE 2**  
**UNION SECURITY**

**2.1:** Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this Agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit

fairly and equally without regard to whether or not the employee is a member of the Union.

**2.2:** All present employees who are members of the bargaining unit on the effective date of this Agreement shall, as a condition of continued employment, join the Union or pay a service fee in an amount equal to that portion of the Union's membership dues which is related to the negotiation and administration of this Agreement. For present employees, this obligation shall commence on the date of the execution of this Agreement. For future employees who become members of the bargaining unit, the obligation shall commence on the thirtieth (30<sup>th</sup>) day following their date of entry into the bargaining unit.

**2.3:** Any employee who refuses to comply with the terms of this Article shall be subject to discharge by the Employer upon thirty (30) days written notice to the Court from the Union.

**2.4:** An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

**2.5:** Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days arrears in payment of membership dues.

**2.6:** All bargaining unit work shall be performed only by the bargaining unit employees except substitute or temporarily hired help and co-op employees.

**2.7: Union Dues, Initiation, and Agency Fees, Payment by Check-Off:** Employees shall tender the initiation fees, monthly membership dues or service fees by signing the Check-off Authorization and Assignment form.

**2.8: Check-Off Form:** During the life of this Agreement and in accordance with the terms of the Check-off Authorization and Assignment form hereinafter set forth, the Court agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following "Check-off Authorization and Assignment" form.

**2.9 When Deductions Begin:** Check-off deduction under all properly executed Check-off Authorization and Assignment forms shall become effective at the time the application is signed by the employees and shall be deducted from each week's pay.

**2.10 Remittance of Dues to Financial Officer:** Deductions for any calendar month shall be remitted to the financial Secretary-Treasurer of Teamsters Local Union 214, with a list for whom dues have been deducted.

**2.11 Termination of Check-Off:** An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no

longer a member of the bargaining unit. The Union will be notified of the names of such employees following the end of each month in which the termination took place.

**2.12 Disputes Concerning Membership:** Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the City and representatives of the Union, and if not resolved, may be decided at the final step of the Grievance Procedure.

**2.13:** The City Manager's office or the Court Administrator will forward to the Union Steward a copy of all employee action forms for new hires or terminations of all clerical employees including substitutes and temporary hires and co-op students assigned to perform office clerical work.

### **ARTICLE 3 EFFECT OF AGREEMENT**

**3.1:** The parties mutually agree that the term as and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

**3.2:** For the duration for this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of work or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the bargaining unit for any reason. No officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the Court authorize or encourage the same nor lock out the employees.

**3.3:** The rights of the Court to effectively administer the Court's work force including full time and part time members of the Bargaining Unit are recognized by the Union and shall be administered in conformance with the Agreement.

#### **Management Rights**

1. The Union recognizes the Employer's right to manage its affairs and direct its work force.
2. The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.
3. The 39<sup>th</sup> District Court, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States; further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Court, including, but without limiting the generality of the foregoing the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operations;
- B. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. to determine the number, location, and type of facilities and installations;
- D. to determine the size of the work forces and increase or decrease its size;
- E. to hire, assign and lay off employee;
- F. to direct the work force, assign work and determine the number of employees assigned to operations;
- G. to establish work schedules;
- H. to discipline and discharge employees for cause;
- I. to adopt, revise and enforce working rules and carry out cost and general improvement program(s).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the 39<sup>th</sup> District Court, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

#### **ARTICLE 4** **GUARANTEES OF RIGHTS**

**4.1:** The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, sex or national origin.

**4.2:** The Court agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.

**4.3:** The Court agrees that its enforcement of discipline will be fair and for just cause.

#### **ARTICLE 5** **REPRESENTATION**

**5.1:** The members of all Union committees recognized by the Court for purposes of collective bargaining shall have to be seniority employees with the 39<sup>th</sup> District Court.

**5.2:** The names of all such committee members shall be submitted in writing to the Court by the Union upon election or appointment to a recognized committee.

**5.3:** The Court agrees to recognize a Bargaining Committee which shall be composed of no more than one (1) Chief Steward, one (1) Steward, and one (1) representative of Local 214, and their (the Local's) attorney.

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

**5.5:** The Court agrees to meet in special meetings, through its Bargaining Committee, with the Union's Bargaining Committee, which shall include the Local Union's Stewards, business representative of Local 214 and/or their attorney, to consider all matters which come properly before said committees.

Special meetings on important matters between the Employer and the Union will be arranged at the mutual convenience of the parties, provided that the party requesting the meeting gives notice to the responsible Chief Judge and submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of items on the agenda.

**5.6:** Special conferences for important matters will be arranged between Teamsters Local 214's business representative and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference 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.

**5.7:** The Court agrees to recognize Local 214's Grievance Panel composed of three (3) officers of Local 214.

**5.8:** During overtime periods where three (3) or more employees are assigned in which a steward is not working, the Chief Steward of Local 214 may designate one (1) of the working employees as a temporary Steward for the overtime period. In such a case, verbal notification to the appropriate Court authority shall be sufficient.

**5.9:** Meetings between the Court's designated representatives and recognized Union Committee shall be scheduled to commence no later than 5:00 p.m. on the day of the meeting.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**6.1:** A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this Contract and will be subject to the Grievance Procedure hereinafter provided.

**6.2:** The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual

consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Court's last answer. In the event that the Court shall fail to supply the Union with its answer to the particular step within the specified time limits, 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 date of the Court's grace period for answering.

**6.3:** All specified time limits herein shall consist only of workdays.

**6.4:** Each grievance shall have to be initiated within three (3) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint.

**6.5:** Any bargaining unit employee having a grievance as hereinabove defined may process the complaint in the following manner:

**Step 1:** The aggrieved employee shall have the right to demand representation by a Union Steward and/or Business Representative. The Court authority with whom the complaint is lodged and on whom the demand is made, shall arrange for a Union Steward to be available no later than the next day following that in which representation is requested. Upon the Union Steward's arrival on the location where the grievant works, the two (2) shall be allowed to confer so that the grievance may be explained to the Union Steward on the one (1) hand and the Supervisor of the particular department or his representative, on the other hand. Sufficient time will be allotted during working hours to provide for normal investigation and processing of the complaint.

In the event that the Union is dissatisfied with the result of the meeting with the supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular supervisor or his representative within five (5) days after the aforementioned meeting. The supervisor or his representative shall thereupon have five (5) days to respond to the grievance, in writing, setting forth his position on the matter.

**Step 2:** If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the supervisor or his representative within five (5) days of receipt of said written answer. Such appeal shall be directed to the Chief Judge. A meeting on the matter shall take place within fourteen (14) days of the Chief Judge's receipt of the appeal. The Step 2 meeting shall be between the Union Steward and Business Agent on the one (1) hand and the Chief Judge or his representative, who may be accompanied by the supervisor involved, on the other hand. The Chief Judge or his representative shall render a written answer on the subject to the Union within fourteen (14) days after the occurrence of the Step 2 meeting.

**Step 3** In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth above. If the grievance is not so submitted within ten (10) days, it will be considered closed on the last disposition.

**6.6:** The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this Agreement. (Note: At all steps in the above Grievance Procedure where the supervisor is not involved, the Chief Judge or his/her representative shall be the proper Court Representative).

**6.7 "Notice of Discharge or Discipline":** If the employee or the Union reasonably believes the action taken to be unwarranted in the particular case, an appeal may be made of such action through the grievance procedure. At the option of the employee or the Union with the employee's consent, the appeal may be filed at the step of the grievance procedure handled by the Chief Judge.

## **ARTICLE 7** **SENIORITY**

**7.1 Date of Seniority/Seniority Lists:** The seniority of employees on the list shall commence with the date of hire to a full time position by the 39<sup>th</sup> District Court. The Union shall be furnished with a list setting forth, in the order of their seniority, each employee's name, seniority number and effective date. When more than one (1) employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Such list shall be revised each six (6) months with copies given to the Union.

**Part-time Employees:** Part-time court employees shall accrue seniority based on days worked. Leaves in excess of thirty (30) days shall not count toward seniority for step raises in pay. Part-time employees appointed to a full time position shall be treated as new hires and serve a probationary period per section 7.3.

**7.2 Application of Seniority:** Seniority shall be applied as hereinafter provided: First, within classifications; then, occupational groups and; finally City-wide.

**7.3 Probationary Periods:** New employees hired into the unit from the outside including any part-time employee appointed shall be probationary for the first one (1) year of their employment after which they shall attain seniority status and names shall be entered on the seniority list with their seniority dating from date of hire as full time. New employees, while in their probationary period, may be terminated and the Court shall not have to show cause. They shall be represented by the Union for all purposes

under this Agreement during the probationary period except that protest may be entered against termination during said probationary period. New employees shall not be required to complete the probationary period prior to the commencement of any benefits except as otherwise provided for herein.

Part-time employees appointed full-time will be allowed a 90-day "trial period" and may return to part time status with no penalty or requirement to complete the probationary time.

**7.4 Loss of Seniority:** Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee quits.
- B. If he is discharged and the discharge is not reversed through the grievance process of this Agreement.
- C. If he is absent for three (3) consecutive working days without notifying the Employer and fails to give an explanation for the absence and lack of notice which are satisfactory to the Court Administrator.
- D. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
- E. If he overstays a leave granted for any reason, however, just cause exceptions may be made.

**7.5 Protected Seniority:** Preferential seniority against layoffs only shall be granted to all members of the recognized collective bargaining and grievance committees and to the Local Union Stewards provided that any employee so retained is qualified to perform the work of the job which is available.

**7.6 Layoffs:** Reductions in the work force shall be effected through the following procedures:

- A. All Non-bargaining Unit clerical employees in all departments shall be laid off first prior to the laying off of any regular part-time then full time Union employees.
- B. The necessary number of least senior employees shall be removed from the affected classification.
- C. Any least senior employee so removed shall be able to exercise seniority rights to bump:
  1. into any classification on a Court-wide basis in which he is qualified either because said classification is in a direct line beneath the classification, or
  2. because said employee had previously satisfactorily held a job in said other classification, or
  3. to any other job to which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job without a trial period.
  4. and that part-time employees shall have bumping rights only against other part-time employees according to their part-time seniority.
- D. An employee, who has bumping rights as set forth in (C) above, shall have the right either to exercise the bump or to accept layoff until recalled.
- E. The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.

F. Affected employees shall be given a written notice of thirty (30) days of impending layoff.

**7.7 Recall:** Laid off employees shall be recalled in the inverse order of layoff. The most senior employees shall be recalled to the first opening in the classification from which the employee was laid off or, if he had bumped down from his original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Court Administrator and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.

**7.8 Filling Vacancies:** When a full time vacancy exists after the assignment of shift and location bidders, it shall be filled either through the bidding system, transfer assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job-title, shift and location of the opening and also the prerequisite qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled and the Union shall have the right to protest through the grievance process if any unreasonable qualification is listed for any job by the Court Administration.

When filling a full-time vacancy, full-time employees with at least six (6) months seniority shall receive first consideration for transfer. If no full-time employee wishes to transfer, part-time clerical employees with six months seniority or more shall receive consideration for appointment to full-time positions provided said employees are qualified. These appointments of part-time clerical are at the discretion of the Court.

**7.9 Selection of Successful Bidders and Trial Period:** The most senior bidder who meets the requirements posted for the job shall be given a trial period of up to sixty (60) work days as soon as can be arranged in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event that the successful bidder is deemed unsatisfactory, or if he elects to reject the job during the first thirty (30) days after assignment, he shall be restored to the job from which he had originally bid.

**7.10 Sequence of Posting Vacancies:** When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During said period, the vacated job may be filled by substitutes for no more than five (5) days after which the normal process of transfers or assignments will apply.

**7.11 Temporary Classification Assignments:** If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on the assignment, provided, that the assignment is for at least one-half of the assigned shift. The employee shall be responsible to have his time-card marked and okayed for the higher rate.

**7.12 Subcontracting:** The administration will not sub-contract out any work normally performed by its work force as long as employees are available during the regular work day and the necessary equipment is owned by and available to the Court. The Court reserves the right to sub-contract work as long as the regular work force is not laid off or a regular opening is filled.

The Union has the right to discuss new procedures that might increase the work if the Court employees could perform the work on a competitive basis.

**7.13 Temporary Employees:** Day-to-day absences, where regular employees are not available for assignment, may be filled by substitutes. High school and college students may also be employed to augment the regular work force.

**7.14 Transfers:**

- a. An employee promoted or transferred from a job classification in the bargaining unit to a position outside the bargaining unit shall retain the seniority she had at the time of such promotion or transfer but shall not continue to accumulate seniority while she is in such non-bargaining unit position.
- b. An employee promoted or transferred as described in subsection (a) above and is subsequently promoted or transferred by the Employer back and placed in a job classification in the bargaining unit is entitled to her seniority as provided above except that the Employer shall have no obligation to return such employee to the bargaining unit if such employee is discharged for cause.

Employees who accept a position outside the bargaining unit will not be allowed to bump back into the unit once they have completed their probationary period, or if there is an opening which is not filled through the posting procedure.

- c. Prior to creation of any additional confidential positions, this shall be negotiated with the Union.

**7.15 Notice:** Employees desiring to leave the employ of the Court shall provide a written two weeks notice prior to their last day worked.

**ARTICLE 8**  
**HOURS, OVERTIME PAY AND PREMIUM PAY**

**8.1:** The normal workweek shall be Monday through Friday, 8:00 a.m. to 4:30 p.m., January 1<sup>st</sup> through December 31<sup>st</sup>.

**8.2:** A regular shift shall be seven and one-half (7 ½) hours with sixty (60) minute lunchtime.

**8.3:** In occurrence of overtime, an employee will receive a fifteen (15) minute paid break after the first two (2) hours of work; and after the completion of four and one half (4 ½ ) hours, he shall be entitled to a paid mealtime of thirty (30) minutes. After six (6)

hours of continuous overtime, he shall be entitled to another fifteen (15) minute paid break and every two (2) hours thereafter. After twelve (12) hours of continuous overtime, he should be entitled to another paid mealtime of thirty (30) minutes.

**8.4:** All work performed in excess of seven and one-half (7 ½) hours before a regular shift on a continuous basis up to sixteen (16) hours will be paid at the rate of time and one-half (1 ½).

**8.5:** Double (2) time will be paid for all hours worked on Sunday or a Holiday as spelled out in the contract, or after seven and one-half (7 ½) hours on a Saturday, and after sixteen (16) hours on a continuous shift. The premium pay for hours worked on holidays shall be in addition to holiday pay.

**8.6:** Employees working over seven and one-half (7-1/2) hours per day or thirty-seven and one half (37.5) hours per week shall be required not to have been on an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time.

**8.7:** Overtime and extra hours will be divided as equally as possible among the employees working in the unit, low hour employee to have first call and a refusal or absences shall be considered the same as worked. Employees transferred into or rehired or new hires shall be posted for overtime or extra hours division on one (1) hour over the highest hour employee.

**8.8:** Any full time employee, who has attempted to report for work and is unable because of an act of nature, shall submit a request for leave day, using vacation or personal time. Should fifty percent (50%) or more of the available full time bargaining unit employees report, their request will be granted. If less than fifty percent (50%) of the full time bargaining unit employees report, the employee will be paid for the complete shift.

**8.9:** In the event that fifty percent (50%) or more of the available full time bargaining unit members are unable to report for work due to the conditions referred to in Section 8.8 above, then those employees reporting for work shall receive an amount of personal leave time commensurate to the amount of time actually worked by the employee on that day.

The computation of the percentage above and the application of the appropriate benefit shall be computed by using the number of available employees on that day, i.e., those employees not on another form of excused leave time.

**8.10 Call-in Time:** Call-in time for regular or emergency work (except weekend duty). The above call-in time shall not be less than three (3) hours at straight time or not less than two (2) hours at the contract premium rate (time and one-half) for the day involved, whichever is greater.

**8.11 Computation of Back Wages:** No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate.

**8.12:** Part-time clerical employees shall work hours as assigned by the Court.

**8.13:** The Union agrees to a modification of the pay period from every week to every other week provided that all other employee bargaining units agree to the same provision.

## **ARTICLE 9 MISCELLANEOUS**

**9.1:** Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-Court mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the Court Administrator's office.

**9.2 Use of City Facilities:** The Union will be permitted the use of City facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disruption to other commitments for use of the premises and without incurring additional cost to the Court.

**9.3:** On safety problems and recommendations, the Safety Committee shall have the right to express concern to supervision in regards to defective equipment and unsafe working conditions as underlined by the Bureau of Safety and Regulation law and Health Department laws.

**9.4:** In the event the Court scheduled meetings for any employees, they shall be paid their regular rate of pay for the hours required to attend the meetings.

**9.5:** The Court shall provide identification cards to all employees of the bargaining unit. Smocks shall be provided in the copy room of Court Hall and in the Library workroom to use for the purpose of protecting the employee's clothing while operating the copy machine and other business equipment. The Court shall maintain the smocks in reasonable condition.

**9.6:** An area with table in City Hall and the Library shall be provided for the employees of the bargaining unit to eat their lunch. The City will provide a couch in the employee break room.

**ARTICLE 10**  
**HOLIDAYS**

**10.1 Recognized Paid Holidays:** The following shall be recognized as paid holidays for employees:

New Year's Day	Fourth of July	Day After Thanksgiving Day
Labor Day	Presidents Day	Christmas Eve Day
Good Friday	Veterans Day	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve Day

\*\* Floating: Employee Birthday or Anniversary Date of Hire

When one of the above holidays falls on a Saturday, the previous Friday shall be the paid holiday. If the holiday falls on Sunday, the following Monday shall be the paid holiday. If there is a paid holiday on the Friday prior to a paid holiday on Saturday, then the previous Thursday shall be the paid holiday.

\*\*Employee's Birthday or Anniversary date of hire is a floating holiday. Which ever is chosen, it cannot be taken until earned with scheduling to be approved in advance by employee's supervisor. Either day chosen must be used in the contract year or be lost, no carry-over.

**10.2:** Should the Court offices remain open on any Veteran's Day holiday, Veteran's Day shall be recognized as a floating holiday for all affected employees in the Bargaining Unit.

**10.3:** When an employee is required to work on a listed holiday, he shall receive his regular pay (holiday pay) plus double (2) time for the hours worked.

**10.4 Holiday Observed During Vacation:** When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

**10.5:** Permanent, part-time employees will be paid for the holiday if its falls on their normally scheduled work day. They shall be paid for the number of hours that they would have normally worked on that day.

**10.6**

**ARTICLE 11**  
**VACATIONS**

**11.1:** Each full-time employee shall receive credit for paid vacation time in accordance with the following schedule:

After the completion of the first 6 months of full time employment:

Five (5) Days vacation thirty seven point five (37.50 hours) will be credited on the anniversary date.

After the completion of the first (1<sup>st</sup>) year of employment:

Forty-five hours will be credited on the anniversary date.

After the completion of two (2) years through four (4) years of employment:

One hundred fifty-seven point five (157.5) hours will be credited on the anniversary date.

After the completion of five (5) years through nine (9) years of employment:

One hundred eighty (180) hours will be credited on the anniversary date.

After the completion of ten (10) years through fourteen (14) years of employment:

Two hundred two point five (202.5) hours will be credited on the anniversary date.

After the completion of fifteen (15) years through nineteen (19) years of employment

Two hundred seventeen point five (217.5) hours will be credited on the anniversary date.

After the completion of twenty (20) years through twenty-four (24) years of employment:

Two hundred thirty-two point five (232.5) hours will be credited on the anniversary date.

After the completion of twenty-five (25) years to retirement or termination of employment:

Two hundred fifty-five (255) hours will be credited on the anniversary date.

Maximum accumulation for purpose of payment upon termination or retirement is three hundred-twenty (320) hours. Vacation time earned will be credited on anniversary date.

For new hires after May 15, 2007 there will be no accumulation of vacation time and no payment of unused vacation time upon separation of employment whether voluntary or involuntary. The City will allow a reasonable carryover of vacation time but this carryover must be used within the next year.

Part-time employee will be provided vacation time on the following basis:

- A. Vacation hours for part-time employees will be based on the following: "all part-time employees shall receive vacation time in the amount of average number of hours worked per week in a twenty-six week period. Vacation hours will be calculated on January 1 and July 1 of each year. All vacation hours must be used during the following one (1) year or they are forfeited. In addition, part-time employees will be entitled to one (1) personal day each year with no accumulation.
- B. When a part-time employee is terminated, accumulated vacation will be paid within one (1) month of termination. Part-time employees hired as full time employees will carry vacation banks over but then will accumulate and be credited vacation per the full time schedule above.

**11.2:** Vacations shall be taken in weekly periods; except, if the employee wishes, the vacation may be split to single day periods, subject to the approval of the department head.

**11.3 Pay Advance for Vacations:** An employee will be given his pay check for any regular pay period which may fall during his vacation, provided that he makes written request to the office of the Administrator or Department Head at least two (2) weeks prior to the scheduled vacation. If his vacation is changed, he shall immediately, upon such change, give written notice thereof to the same office. An employee will be paid his current rate for the regular work day not exceeding seven and one-half (7 ½) hours per day for the period of his vacation and he will continue to receive credit for any benefits provided in this Agreement during the period of his vacation.

**11.4 Vacation Pay Upon Layoff, Retirement or Discharge:** Any employee who is laid-off or retires shall be paid within fourteen (14) work days thereafter, for any unused vacation days including those days accrued at the then current calendar year.

**11.5 Payment of Vacation Time:** An employee may cash in one-half (1/2) of vacation time in June of each year, not exceeding one (1) week or thirty-seven and one half (37 ½) hours. Vacation pay must be applied for by June 15 of each contract year and deducted from bank. Checks to be issued the last pay period of the fiscal year.

## **ARTICLE 12** **GENERAL PROVISIONS**

**12.1 Full-time Employee:** Any employee who is scheduled for fifty-two (52) weeks, thirty-seven point five (37.5) hours per week is considered a full-time employee and is entitled to all benefits under this agreement.

**12.2 Permanent Part-time employee:** A member of the bargaining unit. This employee works twenty-nine (29) hours or less per week on average and is paid at the part-time rate as specified in this contract.

A clerical employee who works on the average in excess of twenty-nine (29) hours per week over any consecutive 3-month period shall be considered a full time employee.

Part-time employee benefits are limited to those expressly stated in this contract. If not expressly stated, the benefit and language applies to full time employees only. Benefits as defined in this provision does not include compensation.

**12.3 Temporary and Substitute Employees:**

- A. **Temporary Employee:** A temporary employee who is hired to augment the regular clerical staff during peak and seasonal periods. A temporary employee may not be used for a period of more than ninety (90) calendar days in any one (1) year period beginning from the date of hire. Temporary employees who work in excess of the foregoing period shall become either a full time or part time member of the bargaining unit.
- B. **Substitute Employee:** A substitute employee is an employee who works on a daily basis as a temporary replacement for a regular employee who is off for an extended absence pursuant to Article 19.

- C. The above employees shall not be paid more than the lowest paid bargaining unit member and shall not be entitled to any benefits under this agreement.

**12.4:** The Court shall not discriminate against or prejudice the rights of a bargaining unit employee in respect to its arrangement with temporary, seasonal or substitute employees.

**12.5 Open Personnel File:** In order to provide the employee with a fair and reasonable opportunity to be appraised and reply to certain materials placed in his personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material of whatsoever nature. "Non-Confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials which are not received for insertion to the file prior to actual employment.

- A. Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed but such signature shall be construed only as an acknowledgement that he has read the material and not that he necessarily agrees with its content.
- B. Each employee may submit his written and signed answer to any such material and the answer shall be included in his personnel file.
- C. Each employee may examine the non-confidential content of his personnel file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- D. Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent.

**12.6 Employee's Training:** The Court may request such employees as it desires to attend a course of Court training related to their employment at the expense of the Court and each employee who attends such training shall be paid normal straight time rate of pay for a regular work day for the period of attendance in such training.

**12.7 Educational Benefits:** The Court shall reimburse employees for tuition and books for required job related courses offered by an accredited institution of higher learning provided that the employee satisfactorily completes the course(s) with a passing grade. In order to be eligible for such reimbursement, the employee must make proper application to the Court and receive approval by the Court Administrator prior to enrolling in the class (es). In the event, that non-job related classes are required for a job-related degree or certificate, such classes shall not be excluded for this provision.

**12.8 Transfers:**

**A. Permanent Transfer:**

The Court shall give at least a forty-eight (48) hour written notification to an employee being permanently transferred to another position within the same classification.

**B. Temporary Transfer:**

The Court shall give at least a forty-eight (48) hour written notification to an employee being temporarily transferred to another position within the same classification to augment the staff for a specific project or to replace an absent bargaining unit member. The notification shall provide an estimate by the Court as to the duration of the assignment.

**C. Cross Training Transfer:**

The Court shall have the authority for cross training; however, the Court shall give forty-eight (48) hours written notification to an employee before cross training. An employee being cross trained will receive specific instructions in the duties of the position for which they are being trained. This instruction is to be provided by a permanent employee or supervisor of the department in which the cross training is taking place.

**12.9 Loss of Personal Property:** The Court shall compensate the employee for ~~loss or~~ damaged or stolen personal property, such as glasses, rings, watches, etc., up to the value of one hundred and fifty dollars (\$150.00) per year. All payment of personal property must be approved by the supervisor.

**12.10 Flex Time:** The Court Administrator and the employee may mutually agree to setting up a flex time schedule.

**12.11 Compensatory Time:** The Court Administrator and employee may agree to provide time off with pay for all overtime hours at the appropriate rate.

**12.12 Sexual Harassment:** The parties agree that sexual harassment is in no way condoned in this employment environment. To this end, all necessary steps will be taken to investigate, expose and correct any occurrences of sexual harassment toward any member of the bargaining unit.

If a member feels that they have been the recipient of sexual harassment, they should immediately notify their steward and a grievance may be filed commencing at Step 2 of the Grievance Procedure.

**12.13 Protective Devices:** The Court will provide all protective clothing and/or equipment required to protect a member of the bargaining unit who, through the course of their employment, will come into contact with any person known to have any communicable/contagious disease.

**ARTICLE 13**  
**VETERANS PREFERENCE**

**13.1:** Any employee who enters into active military service in the Armed Forces of the United States shall be entitled to re-employment in any and all veteran's preference or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an annual Armed Forces Reserve or National Guard reserve training session will be paid by the Court for the difference between the pay received for such training session and his regular pay with the Court for a maximum of two (2) calendar weeks in any one (1) year.

**13.2 Educational Leave of Absence for Veterans:**

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Court when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit except in the case of an emergency.

**ARTICLE 14**  
**INSURANCE BENEFITS**

**14.1 Hospitalization, Medical Surgical, Dental and Vision Insurance:** Under this Agreement, the Employer will provide a Hospitalization, Medical, Surgical, Dental and Vision care plan for all employees covered under this Agreement including the employee's immediate family; dependent as defined by the U.S. Internal Revenue Code.

Effective July 1, 2012, upon retirement, those members retiring shall carry the medical insurance as provided in Section 14.1 forward into retirement. The City agrees to provide annual contributions to the member's HSA in an amount equal to the single deductible of \$3,000 or \$6,000 for two person and family plans. Once a retiree is Medicare eligible the City agrees to provide a supplemental coverage to Medicare or Medicare Advantage Plan so as to provide coverage as close to the prior benefits as is allowed by law or insurance availability.

The employer shall make available to each full-time employee the following healthcare options:

- Simply Blue #3 with a \$5/25/50 prescription rider
- Simply Blue #3 with a \$10/40/80 prescription rider
- Simply Blue #3 with a \$10/60 prescription rider

These plans are all high deductible plans with a \$6,000 deductible for families and two-person plans and a \$3,000 for single plans in network.

While the City of Fraser has currently chosen to use the hard cap option under Michigan Public Act 152 of 2011, but this shall not prohibit the City of Fraser from choosing other options available under PA 152 in the future.

The employer may replace the above coverage or options available under Michigan Public Act 152 of 2011 with equal or better coverage after giving the Union 90-days notice of their intent to make such change.

The healthcare choices are IRS eligible High Deductible Accounts and therefore eligible for a HSA.

The employer shall abide by Michigan Public Act 152 of 2011 to either partially or fully pay the premiums for the employee's healthcare. In the event the City of Fraser continues to use the hard cap option if the healthcare premium costs fall below the Act's hard cap then the employer shall put the additional amount up to the maximum of the hard cap into the employee's health savings account. If, for whatever reason, there is still additional funds, those funds shall be deposited into the employee's ICMA account. Additionally, if for whatever reason, an employee is not eligible for an HSA account, then the employer shall place the funds into the employee's ICMA account.

Employees shall have the option of adding additional funds to their HSA account through payroll deduction. Employees shall also have the option of converting the value of unused sick, vacation, holiday, compensatory time and personal leave days into the HSA account.

The employer shall fund their share of the HSA account on August 1, 2012 or as soon as possible thereafter for the fiscal year of 2012. The employer shall fund their share of the HSA account on July 1, 2013 for the fiscal year of 2013.

**14.2 Life Insurance:** The Employer shall provide and the employee shall accept the following amounts of Group Life Insurance and Accidental Death and Dismemberment. ("AD&D"):

Following thirty (30) calendar days of employment, all employees covered under this Agreement will be provided with thirty-five thousand dollars (\$35,000) of Life Insurance, plus a like amount of AD & D. All provisions of the Insurance Company in force at time of claim will determine how benefits are handled. The Employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end, the Employer has the right to determine the carrier for this benefit. Each employee will be provided a Life and AD & D Certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The Employer will provide assistance and forms needed for claims or beneficiary changes.

**14.3 Long-Term Disability:** The Employer shall provide, through an insurance plan, a long-term disability program for non-duty disablements that will be a minimum benefit plan as follows:

Following a period of ninety (90) days of total disability, employees covered under this Agreement will receive in accordance with the provision of the insurance company in effect at the time of total disability, the benefits of:

Sixty six and two-thirds percent (66 2/3%) of current base earnings at time of disability to retirement or sixty-five (65) years of age not to exceed three thousand dollars (\$3,000) per month less any benefits provided under:

1. Primary and full-family Social Security
2. Worker's Compensation
3. Accumulated sick leave
4. Any disability provision under the pension program then in force
5. Any other monies provided by the Employer under this Agreement.

The Employer reserves the right to choose the carrier for the long-term Disability benefits. Each employee will, within a reasonable time following eligibility, receive from the insurance carrier, a certificate of insurance. All beneficiary changes and claim processing is the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes. This benefit is outlined in the employees benefits guide/booklet.

**14.4 Short-Term Disability:** The Employer shall provide a short-term disability program that will be a benefit plan as follows:

From the first day through the ninetieth calendar day of total disability, employees covered under this Agreement will receive, in accordance with the provisions of this section, total disability benefits of:

- A. Seventy-five percent (75%) of current base earnings at time of disability, from all sources, until implementation of long-term disability insurance, pursuant to Section 14.3 of this Agreement.
- B. After ninety (90) days all benefits to be pro-rated to include vacation time, personal time, bonuses and other items based upon hours worked.
- C. Employer has the right to require proof of illness.
- D. Waiver of prior vacation scheduling and personal leave day scheduling for family illness.
- E. Employee may opt to use any other paid time off on a pro-rata basis as a supplement to one hundred percent 100% of current gross pay at base rate.
- F. Any employee taking five (5) sick days or less in any given fiscal year shall receive a bonus payable July 1st of the following fiscal year. The bonus is four hundred twenty-five dollars (\$425.00) per contract year. Effective July 2004, the bonus will be four hundred fifty dollars (\$450.00). This bonus applies only to full-time employees.
- G. Off the Job Injury-Benefits: After an employee has been off the job ninety (90) days (STD) on an off the job injury, all benefits will terminate except for LTD

benefits and the applicable provisions of COBRA. Upon the employees retiring, these benefits will be pro-rated.

**14.5:** Insurance Benefits must be maintained at equal or greater benefit levels during the course of the contract, which are in effect at the signing of the Agreement.

**14.6:** An employee, after verifying that he/she is covered by health insurance through a spouse, may elect not to participate in either health plan currently offered to employees in the bargaining unit.

- A. In such event, that employee who elects not to participate in such plan shall be paid monthly as shown below provided employee has been in a plan for one year prior to election to be paid in lieu. Should the reason be for marriage, than reimbursement will be based upon program chosen prior either BC/BS or Network for either two person or family depending on dependents. New hires requesting will receive reimbursement based on the Network only.

	<u>BC/BS</u>	<u>BCN</u>	
Two Person	\$225.00	\$175	PER MONTH
Family	\$275.00	\$205	PER MONTH

With the above rates no employee contribution would be required.

- B. If an employee elects not to participate in the plan, she will not be allowed to re-enter the plan until a regular annual enrollment period. However, if any employee loses health insurance coverage through her spouse for any reason, the employee will be allowed to reenter the health insurance plan offered by the City of Fraser on the first day of the succeeding month.

**ARTICLE 15**  
**PHYSICAL EXAMINATION REQUIRED BY THE COURT**

**15.1:** The Court shall continue to pay the cost of any physical examinations required by law or by the Court, as the case may be, for all employees. Such examinations shall be given by a duly licensed physician selected by the Court.

**ARTICLE 16**  
**RATES OF PAY**

**16.1 Rates of Pay to be frozen at current rates of pay:**

<u>CLERICAL</u>	<u>7/1/12</u>
Start	34,865
6 Months	35,662
12 Months	36,471
18 Months	37,267

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24 Months	38,074
30 Months	38,880
36 Months	39,680
42 Months	40,489
48 Months	41,293

**PART-TIME (Hourly rate of pay)**

Start	10.67
6 Months	11.62
1 Year	12.14
18 Months	12.72

If any other bargaining unit within the City of Fraser receives an increase during the term of this agreement then the same percent increase will be passed on to this bargaining unit.

The Chief Judge may appoint a Senior Court Clerk and the added premium would be two thousand dollars (\$2,000.00).

**16.2 Rates for New Jobs:** When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

**ARTICLE 17**  
**RETIREMENT**

**17.1:** The Court shall provide a defined benefit retirement plan based on a multiplier of two and one quarter percent (2.25%) per each year of service providing the employee has 15 or more years of service at the age of fifty-five (55) years or older. Effective July 1, 2003 the multiplier of two and one quarter percent (2.25%) is changed to two and one half percent (2.50%) per each year service at retirement with a maximum allowable pension of eighty percent (80%) of AFC. Compensation shall be based on the last sixty (60) months of service. The cost of such a plan shall be paid by a weekly payroll contribution schedule as follows:

Effective October 1, 1996 employee shall pay two percent (2%) of total payroll (to be paid at pretax dollars). Effective July 1, 2003 an employee shall pay three point six-five percent (3.65%) of total payroll (to be paid at pretax dollars). Vesting period for the Defined Benefit Plan shall be six (6) years. The employee may contribute to the Deferred Compensation Plan or any other plan available to this unit.

**17.2:** Employees hired prior to 1990 shall be eligible to retire at age fifty-five (55) or older with a minimum of six years of service or more. The Court shall, after this type of retirement pay for hospitalization, medical, and surgical insurance, dental, vision care

insurance and prescription drug coverage for the employee and spouse. Employees hired after 1990 shall be provided the same benefit at age fifty-five (55) or older with a minimum of fifteen (15) years of service. Effective July 1, 2004 employee member would be eligible for normal retirement upon attainment of age fifty (50) with the completion of twenty-five (25) years of service. An employee would be required, effective July 1, 2004 to contribute an additional one point three-five percent (1.35%) for a total weekly deduction of five percent (5%) of total payroll (to be paid at pretax dollars). Effective July 1, 2012 an employee will be required to contribute 5.5% of total payroll; effective July 1, 2013 that will increase to 6% and on July 1, 2014 an employee will be required to contribute 7% of total payroll.

For employees hired after May 15, 2007, medical coverage to be provided to retiree and spouse only at time of retirement. Subsequent spouse covered only at retiree's expense. Once a retiree is Medicare eligible the City agrees to provide a supplemental coverage to Medicare or Medicare Advantage Plan so as to provide coverage as close to the prior benefits as is allowed by budget, law or insurance availability.

Life insurance shall be provided for the employee upon retirement in the amount of five thousand dollars (\$5,000.00), payable by the employee.

Effective for all new hires after July 1, 1999 the Court contribution to retiree insurance will be provided based upon four percent (4%) per year of service, the balance of the cost will be the retiree's responsibility.

Employees hired after the signing of this agreement shall not be eligible for retiree medical. The City will adopt the Vantage Care Retirement Health Savings Plan administered by the ICMA-RC. Both the employer and the employee shall be required to contribute \$1,250 each on an annual basis into this Plan. Depending on the statutory applicability, the employee may be allowed to contribute more to the Plan.

The Union agrees to combine the Clerical Pension Plan into one Court wide Plan.

17.3 Employees hired after the signing of this agreement who terminate employment with the City prior to the date of his or her eligibility for receiving retirement will not be entitled to any health care, dental, vision, life insurance.

## **ARTICLE 18 LONGEVITY**

**18.1:** Longevity pay, paid on anniversary date, in the amount of one hundred five dollars (\$105.00) for each year of service commencing at fifth (5<sup>th</sup>) year of service: i.e. an employee reaching the fifth (5<sup>th</sup>) year of service will receive five hundred twenty-five dollars (\$525.00) thereafter an additional one hundred five dollars (\$105.00) for each year of service.

New Hires: The parties agree that all new hires after May 15, 2007 will receive the following longevity pay:

5 years through 9 years	\$500.00
10 years through 14 years	\$1,000.00
15 years and up	\$1,500.00

If any other bargaining unit within the City of Fraser receives a higher amount, then the higher amount will be passed on to this bargaining unit. This excludes awards won by a bargaining unit in Act 312 arbitration.

## **ARTICLE 19** **LEAVES OF ABSENCE**

**19.1 Permissive Leave of Absence:** The City may grant a leave period not exceeding one (1) year without loss of seniority for any purpose which the Court deems to constitute good cause. Such leave may be extended for an additional period of one (1) year, at the discretion of the Court.

**19.2 Leave for Union Stewards:** The Court shall grant a leave of absence without loss of seniority for a period not to exceed two (2) years, to any member of the Union who is elected or appointed to a full time Union office. Such leave may be extended for an additional period of one (1) year, at the discretion of the Court.

**19.3 Union Conventions:** Leave for elected delegates will be granted for a maximum of five (5) days upon two (2) weeks notice for the purpose of attending Union conventions, with pay.

**19.4 Family Leave Act:** An employee utilizing the "Family Leave Act" unpaid leave may at their option use or not use their vacation and personal day banks to cover the period of absence in connection to the unpaid leave portion. The employee shall retain all seniority and accrue seniority during the time of the leave. All medical insurance benefits will be maintained by the City for the duration of the leave.

**19.5 Vacancies During Leaves of Absence:** Vacancies created due to the granting of a leave of absence may be filled by a substitute employee for the length of the approved leave or until the employee provides resignation notice in which case the substitute employee will be removed and the position posted.

## **ARTICLE 20** **FUNERAL LEAVE**

**20.1 Funeral Leave:** Each full time employee shall be entitled to leave with pay in the following cases without charge to other paid time off:

- A. Death in the immediate family of the employee and/or his spouse for a period of not exceeding three (3) working days. However, if approved by the supervisor may be extended to five (5) working days, but shall not be carried over a weekend. Immediate family shall mean mother, father, brothers, sisters, child,

- wife, husband, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather and Significant Other.
- B. Death of other relatives or members of the household for a period of not exceeding one (1) day.
  - C. In the event, that the funeral leave provision is applicable to any employee on a day which would otherwise have been a paid day off for reason other than funeral leave, such employee shall suffer no reduction in compensation and /or time off which he otherwise would have received but for utilization of the funeral leave provision.
  - D. Funeral leave of one (1) day to Part-time employee if funeral falls on scheduled work day per above.

## **ARTICLE 21** **DUTY INCURRED INJURY**

**21.1 Duty Incurred Injury:** Any employee receiving an injury on the job requiring him to go home will receive pay for the full day's work with application of appropriate Worker's Compensation Benefits at the regular rate and if he is required to report back to the doctor, he will be paid for the lost time. Such additional payment shall be for a period not to exceed one (1) year.

## **ARTICLE 22** **JURY AND COURT LEAVE**

**22.1 Jury and Court Leave:** Each full-time employee shall be excused from his regularly assigned duties for jury duty or the attendance at any court pursuant to a subpoena in connection with one's work. Employee shall be paid the difference between his regular rate and such amounts he may receive as juror or witness fees.

## **ARTICLE 23** **PERSONAL LEAVE DAYS**

**23.1 Personal Leave Days:** Effective July 1, 1983, each employee is entitled to receive five (5) personal leave days per year to conduct personal business. Personal leave days are not cumulative from one (1) fiscal year to another. Any personal days not used within the fiscal year will allow the employee the following options:

1. The employee will be allowed to turn in fifty percent (50%) of any unused personal days for pay and the remaining days fifty percent (50%) will be transferred to vacation days.
2. The employee will be allowed to transfer all unused personal days into their vacation banks.

## **ARTICLE 24** **DEFINITIONS**

**24.1:** "Court" shall mean the 39<sup>th</sup> District Court

**24.2:** “Union” shall mean the Teamsters Local 214

**24.3:** “Employees” shall mean any member of the bargaining unit as hereinafter defined.

**24.4:** “Local Union Stewards” shall mean representatives of the Fraser Court Unit or their alternate for the purposes as provided hereinafter in this Agreement.

**24.5:** “Administrator” shall mean any employee of the Court who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.

**24.6:** “Supervisor” shall mean the department head or designated representative.

**24.7:** “Discipline” shall mean any punitive action on behalf of the Court against any employee, which results in a loss of pay or time.

**24.8:** “Discharge” shall mean the involuntary termination of employment of any employee by the Court.

## **ARTICLE 25** **GENDER CLAUSE**

**25.1 Gender Clause:** In the construction of the words used in this Agreement, whenever the singular number is used, it shall include the plural and whenever the masculine gender is used, it shall include feminine gender.

## **ARTICLE 26** **SUPPLEMENTAL AGREEMENTS**

**26.1:** All agreements shall be subject to the approval of the Employer and the Union.

## **ARTICLE 27** **MILEAGE**

**27.1:** Employees required to use their own transportation in performing their job shall be paid at the rate according to IRS rulings, the mileage cost, after reporting to work. The mileage will be paid if prior authorization of the immediate supervisor has been obtained.

## **ARTICLE 28**

**RESIDENCY**

**28.1 Residency:** Present and future employees of the bargaining unit must reside within the Corporate limits of Macomb County or in the portion of St Clair County south of Interstate 69 within one (1) year of completion of probationary period and in other areas within twenty-five (25) miles of the Corporate limits of the City of Fraser.

**ARTICLE 29  
WAIVER**

**29.1 Waiver:** The Employer and the Union for the life of this Agreement each voluntarily and without qualification shall waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

**ARTICLE 30  
WORK RULES**

**30.1 Work Rules:** All existing and future work rules shall be subject to mutual agreement before becoming effective.

**30.2:** The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

**30.3:** Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union.

**ARTICLE 31  
DURATION OF AGREEMENT AND SEVERABILITY**

**31.1 Duration of Agreement:** The parties agree to a three (3) year agreement ending June 30, 2011. During negotiations, the contract shall be extended day by day by mutual agreement, until a new agreement is reached.

**31.2 Severability:** This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this Agreement and the

parties hereby agree that in so far as possible each of the terms and provision hereof are severable.

**ARTICLE 32**  
**MAILING ADDRESSES FOR NOTICES**

**32.1:** The notice requirements of any provisions of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective address for the parties. In the event, that either party shall desire to change the address for such notice he shall furnish to the other in the manner required hereunder, a written notice of such change of address.

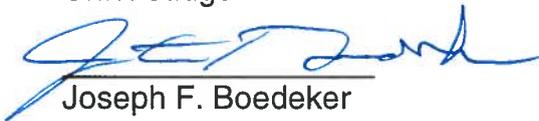
Chief Judge Catherine B. Steenland  
39<sup>th</sup> District Court  
29733 Gratiot Avenue  
Roseville, Michigan 48066

Michael Landsiedel  
Teamsters Local 214  
2825 Trumbull Avenue  
Detroit, Michigan 48216

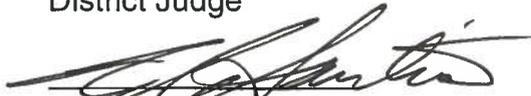
For the Court:



Catherine B. Steenland  
Chief Judge

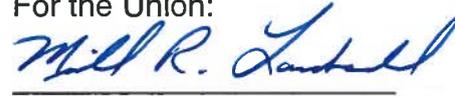


Joseph F. Boedeker  
District Judge

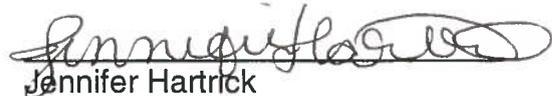


Marco A. Santa  
District Judge

For the Union:



Michael Landsiedel  
Business Agent



Jennifer Hartrick  
Chief Steward



Sarah Hebert  
Alternate Steward

Agreed to and signed this 27<sup>th</sup> day of FEB, 2013.