

AGREEMENT

BETWEEN THE

MUSKEGON COUNTY 14TH CIRCUIT and PROBATE COURT

AND

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

(CIRCUIT/PROBATE COURT UNIT)

October 1, 2018 through September 30, 2023

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2018, by and between the Muskegon 14th Circuit & Probate Court, hereinafter called the "Employer", and Teamsters Local Union #214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, & Helpers of America, hereinafter called the "Union". This Agreement shall remain in force and effect through the 30th day of September, 2023.

PURPOSE

Section 1.1 Preamble

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment. The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

RECOGNITION

Section 2.1 Collective Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative of all permanent employees of the 14th Circuit & Probate Court as listed in Schedule A attached hereto, but excluding confidential, executive and supervisory employees including Family Court Operations Manager, Probate Judge, Family/Circuit Ct Judges, Child Support Investigators, Deputy Probate Register, Chief Family Division Referee Attorney, Circuit Court Finance Manager, Circuit Court Administrator, Court Recorder/Judicial Secretaries, Deputy Circuit Court Administrator, Family Counselors, Family Division Supervisors, Family Division Referees, FOC Enforcement Attorneys, Info Systems Tech III, Probate Ct Admin/Register, Project Coordinator, Research Attorney, Senior Accountant, Family Court Operations Supervisor, Family Court Assistant Superintendent/Clinical Director, JTC Superintendent and any employees in the positions which are listed in Schedule B, attached hereto, and excluding all other employees.

Section 2.2 Definition of Terms

- A. Employee. A person legally appointed and occupying a position in the County/Courts Service.
- B. Full-Time Employee. An employee appointed to a position which requires the services of an employee forty (40) hours per week for a continuous period exceeding ninety (90) calendar days.
- C. Part-Time Employee. An employee appointed to a position which requires the services of an employee for twenty-five (25) hours per week for a continuous period exceeding ninety (90) days.
- D. Permanent Employee. An employee appointed to a position, other than seasonal, which will require the services of an employee, either part-time, or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
- F. Hourly Employee. An employee appointed to a position which will require the services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked. The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.
- G. Position. A group of duties and responsibilities which may be occupied or vacant at any given time.
- H. Seasonal Employee. An employee appointed to a position which will require the services of an employee, either part-time or full-time, to perform seasonal work activities for a continuous period not exceeding one hundred and twenty (120) calendar days.

Section 2.3

Dues Deduction

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

Section 2.4

Union Security

Court employees will not be required to join the union or pay related fees as a condition of employment. Unless a Court employee

affirmatively consents to pay union dues via a payroll deduction form, neither an agency fee nor any other payment to the union will be deducted from an employee's wages. In the event Public Act 349 of 2012 is overturned with no further appeals or repealed, this language shall revert back to the language in effect prior to the Act.

Section 2.5 Save Harmless

The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise by reason of compliance with the terms of this Section.

Section 2.6 Union Responsibility

The Union recognizes the responsibility imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement.

EMPLOYER'S RIGHTS

Section 3.1 Reserved Rights

The employer hereby retains and reserves unto itself, without limitation, 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 of 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 Employer. The right to hire, promote, discharge or discipline, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer subject, however, to the provisions of this Agreement, and applicable law. It is agreed that except as abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Employer had prior to the signing of the Agreement are retained by the Employer and remain within the rights of the Employer.

UNION RIGHTS

Section 4.1 Bargaining Unit Classifications

A classification may not be removed from the bargaining unit by changing the title or modifying the work assignments.

Section 4.2

Non-Bargaining Unit Personnel

Non-bargaining unit employees will not be assigned bargaining unit work where it would cause the layoff of a bargaining unit employee, or where it would delay the announcement of an approved, funded vacant position in the bargaining unit, as authorized by the County Board of Commissioners.

PROHIBITIONS

Section 5.1

No Strike

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

Section 5.2

No Lock-Out

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

REPRESENTATION

Section 6.1

Stewards and Alternates

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

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

Hall of Justice	Floors 3 & 4 & 5	1 Steward
Juvenile Transition		1 Steward

Section 6.2

Stewards and Chief Steward

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

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

- A. To process grievances beyond Step 1.
- B. To attend arbitration matters.
- C. To attend special conferences.
- D. Contract negotiations.
- E. To attend meetings called by the Court's funding unit/Courts with the Union to discuss matters relative to wages, hours, and working conditions affecting bargaining unit personnel.

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

Section 6.3 Notice of Union Representation

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

Section 6.4 Bargaining Committee

The Union shall be entitled to form a Bargaining Committee consisting of not more than four (4) members, the Chief Steward, and the Business Representative, or any other Union officials of this local

union. No two (2) members of the Bargaining Committee shall be from the same department.

SPECIAL CONFERENCES

Section 7.1 Notice of Special Conferences

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

Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Section 7.2 Scheduling of Special Conferences

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

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

Section 7.3 Special Conference Meetings

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

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

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

SENIORITY

Section 8.1 Definition of Seniority

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

Section 8.2 Application of Seniority

Seniority shall begin on the first day of employment but shall not apply until the probationary period has been completed. Each new hire shall serve a six (6) month probationary period with evaluation done at the end of three (3) months and five and one-half (5 1/2)

months. Probationary employees shall not have access to the grievance procedure regarding evaluations or terminations, but shall be otherwise represented.

Section 8.3 Termination of Seniority

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

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

Employees returning to a position in the bargaining unit will be treated as a new hire in accordance with 8.1, Definition of Seniority.

- I. He/she retires under the County retirement system.
- J. If he/she fails to return at the expiration of a leave of absence.

Section 8.4 Seniority and Worker's Compensation

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

Section 8.5 Employee Records

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

Section 8.6 Seniority List

Human Resources shall maintain a Court-wide seniority list, for employees within the bargaining unit, including name, date of hire and current department. This list shall be updated semiannually and submitted in writing to the Chief Steward on or before the 15th day of January and July. The Chief Steward shall also receive notice of all bargaining unit personnel hired, terminated, laid off or placed on an extended Leave of Absence Without Pay; such notification shall be given in writing, on a monthly basis.

Section 8.7 Shift Assignment

- A. If it becomes necessary for the Employer to establish any additional second or third shifts either temporarily or permanently, the most senior employee in the classification assigned to the new shift will be offered such assignment first. If the most senior employee declines the shift change, the least senior employee will be assigned until the position can be filled by a volunteer who is qualified to perform such assignment.

- B. Effective October 26, 2010, in those Departments that operate a twenty-four (24) hour schedule, shift preference shall be bid by seniority, each year the first or second week in September for the following year which will go into effect the first of October. In those departments where there is a need to staff a particular shift or shifts with employees of both sexes, shift preference will be based upon bargaining unit seniority by the gender required to staff the particular shift or shifts.

Section 8.8 Super Seniority

Super seniority is granted to the Chief Steward and Stewards and is defined as seniority greater than that of any other bargaining unit employee in a lay-off or recall situation. Employees with super seniority shall not bump other employees with super seniority privileges.

Section 8.9 Length of Service for Other Purposes

- A. For Retirement Benefits

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

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

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

for the convenience of the County and/or Courts, shall be included.

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

HOURS OF WORK

Section 9.1

Normal Hours of Work

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

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

- A. Hourly, part-time and temporary employees as defined in Section 2.2 shall be used to avoid the assignment of overtime to full-time employees whenever possible.
- B. Employees desiring to work overtime assignments shall sign up for overtime and be placed on an overtime equalization list. When overtime is assigned the person on the list with the least number of overtime hours shall work the assignment. If all hours are equal, the least senior employee will be required to work. The equalization list shall be renewed each six (6) months.
- C. If no full-time employees' sign up for overtime, a rotation list shall be maintained by the department. Employees shall be placed on the list in order of seniority. The first person on the list shall receive the overtime assignment. Having worked the assignment, the first employee would be moved to the bottom of the list.
- D. Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.

Section 10.2 Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's normal base hourly rate, including any applicable shift differential, for full-time employees for all hours worked in excess of the employee's normally scheduled hours or shift or forty (40) hours per week. Part-time and hourly employees as defined in Section 2.2, working hours in excess of that required of full-time employees shall also be eligible for overtime payment. Annual leave and paid holidays shall be counted as time worked when determining eligibility for overtime payment.

For employees on a twelve (12) hour shift, work extending beyond twelve (12) hours in a day or over eighty-four (84) hours in a regular two (2) week pay period (or over seventy-two (72) hours as applicable per the work schedule cycle in Section 9.1 above), shall

be compensated for at one and one-half (1 1/2) times the employee's regular hourly rate for base pay.

Section 10.3 Minimum Call-In

Employees eligible for overtime payment who are called in to work on a regularly scheduled day off or who are called back to work after having left work from their regular shift, shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. Eligible employees who are called in to work on either a Sunday or a holiday as recognized in this Agreement shall receive a minimum of three (3) hours overtime pay under this provision. Employees required to work in excess of the minimum call-in time shall be paid for time worked at the appropriate rates. Section 10.3 shall not apply where an employee is required to begin his/her shift early.

Section 10.4 On-Call Pay

Employees designated for an on-call assignment will be available to respond to an emergency or other call-in outside of normal working hours. Employees will be available for contact by electronic means and expected to be within a reasonable distance of their response location to ensure a prompt response time. Only employees eligible for overtime payment shall be eligible for on-call assignment pay.

- A. Classifications designated by their Department Head for on-call assignment and available for contact by electronic means outside of normal working hours will receive compensation in lieu of overtime pay at the rate of one and one-half (1-½) times the employee's normal base hourly rate, including shift differential, for each shift of on-call assignment.
- B. Designated on-call employees will be paid for actual call-in time worked in accordance with Section 10.3 Minimum Call-In.
- C. Shifts, assignment designations, and minimum response times for on-call assignments shall be determined by the Department Head.
- D. The Department Head shall establish proper response time procedures to ensure on-call availability.

SICK LEAVE

Section 11.1 Definition of Sick Leave

Sick leave is an absence from work for purposes of illness, injury or routine medical appointments for which the employee who has completed the six (6) months probationary period is paid just as if he/she was at work, subject to the employee's sick leave accumulations and other

three-quarters (3/4) pay for all unused accumulated sick leave, up to seven hundred twenty (720) hours [maximum payout: five hundred forty (540) hours]. Payment shall be based on the rate the employee is earning at the time of separation.

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

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

Section 11.3 Notification of Sick Leave Usage

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

Section 11.4 Use of Sick Leave

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

- A. Any illness an employee may contract; any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty.
- B. Medical or dental examinations and/or treatment.

The Board of Commissioners may, at its discretion, for exceptional circumstances, grant an extension of sick leave at such rate of pay and for such time that it deems appropriate, but its exercise of discretion will not be subject to the grievance procedure.

ANNUAL LEAVE

Section 12.1 Annual Leave Accumulation

Annual Leave shall be earned and accumulated per pay period according to the following chart:

Years Service	Annual Accumulation	Days Per Pay	Maximum Hours Accumulation*
1 - 5	13 days	.500	208
6 - 10	16 days	.615	256
11 - 15	19 days	.731	304
16	20 days	.769	320
17	21 days	.808	336
18	22 days	.846	352
19	23 days	.885	368
20	24 days	.923	384

*The maximum accumulation is based on two (2) 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 on or after October 26, 2010, annual leave shall be earned and accumulated per pay period according to the following chart:

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

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

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

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

Section 12.2 Flex-Time Program Accumulations

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

Section 12.3 Vacation Scheduling

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

accordingly subject to the other provisions of this Section. Should two (2) or more employees in the same department, with similar duties, select the same vacation period, the desire of the employee with the higher seniority shall be given preference. Vacation requests received at times other than the normal posting periods will be considered on a first come, first served basis. In all cases approval of the Department Head is necessary. Vacation requests will be approved or denied by the Department Head within a reasonable time frame following the request, but in any case, not more than a two (2) week time frame following the request.

B. For Muskegon Area Transit System employees, Annual Leave shall be granted in work day periods of not less than four (4) hours. For Bus Operators who have split shift assignments, annual leave shall be granted for the actual time of the split shift scheduled to be worked.

Section 12.4 Vacation Eligibility

No employee shall be entitled to any vacation or pay therefor, until he/she has been on the payroll for a continuous period of at least six (6) months. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section 12.1. Vacation with pay will not be granted before vacation time has been earned.

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 12.5 Termination

Any employee who terminates employment with the County and/or Courts shall be paid for his/her accumulated vacation days at the rate of pay currently being received by said employee.

Section 12.6 Effect 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 12.7 Cancelled Vacation

Properly scheduled vacations shall not be cancelled by the Department Head except for departmental emergencies.

SPECIAL LEAVES

Section 13.1 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, grandchild, grandparents, grandparents-in-law, son-in-law, daughter-in-law, or anyone who raised the employee from childhood. (Whether the relationship is natural, adoptive, step or foster in nature) 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 13.2 Jury Duty

Employees on jury duty or subpoenaed as a witness, except where such subpoena is the result of secondary employment, shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the court, not including traveling allowances or reimbursement of expenses, for each day on which the employee reports for or performs jury duty and on which the employee otherwise would have been scheduled for work for the Employer. Such time will not be charged against the employee's annual leave or sick leave. An employee on jury duty or subpoenaed as a witness shall return to work for the

balance of the day when released by the court in excess of one (1) hour prior to the end of the employee`s regular shift.

Section 13.3 Military Leave

- A. The Employer shall abide by the applicable provisions of all Federal and State laws, rules and regulations relating to employees who are or have been members of the armed forces or any state militia.
- B. Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Coast Guard Reserve, Marine Reserve or Air Corps Reserve are called back to duty, they shall be entitled leave of absence in addition to their annual vacation leave from their respective duties with pay, less pay received from said military unit during which time they are engaged in active duty defense training. Such leaves shall not exceed two (2) calendar weeks.

HOLIDAYS

Section 14.1 Recognized Holidays

The following days shall be recognized as holidays:

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

Section 14.2 Designated Holidays

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

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

Section 14.3 Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work

his/her last scheduled day before and his/her first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as he/she has accumulated sick leave or vacation time. Full-time, part-time and hourly employees required to work the holiday shall be paid at the rate of time and one-half (1-1/2) for hours worked on the holiday.

PERSONAL DAY

Section 15.1 Personal Day

Effective the first full pay period following October 1st of each contract year each full-time and part-time eligible employee shall be allowed two (2) days of personal leave, with pay, for each contract year. The personal leave days are not accruable and must be taken before the start of the next full pay period following October 1st of the next year. Any 2018 Personal Days that an employee has not used upon the execution of this contract will expire on January 4, 2019.

LEAVES OF ABSENCE WITHOUT PAY

Section 16.1 Leave of Absence Definition

For the purpose of this Agreement, a Leave of Absence Without Pay shall be defined as all time for which a Court employee is to be continued as an employee but not paid whether it be one (1) day or the maximum time allowable under the reason for the Leave.

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

During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate. The filling of this position will not be subject to Section 22, Filling of Vacancies. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

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

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

Section 16.2 Effect of Leaves Without Pay

During a Leave of Absence Without Pay, the employee:

- A. Does not receive pay from the Court's funding unit.
- B. Does not earn Annual Leave.
- C. Does not earn Sick Leave.
- D. Does not get paid for Legal Holidays occurring during the Leave.
- E. Has no time deducted from his/her Annual Leave or Sick Leave to cover the time off on the Leave of Absence Without Pay.
- F. Remains a member of the Michigan Municipal Employees Retirement System but cannot withdraw retirement contributions while on Leave of Absence, only on separation; and cannot pay retirement contributions.
- G. The employee does not earn any additional credit for seniority but retains the length of seniority credited at beginning of the Leave, except when an employee is on compensable injury, Section 16.3, B below.
- H. The employee does not earn credit towards longevity or credit towards the rate of Annual Leave or Sick Leave accumulation for the period covered by the Leave.
- I. Must pay any group hospitalization or dental premiums falling due during any month in which the eligible employee has not worked at least one (1) week. (Such premiums are normally paid by the Court's funding unit for eligible employees.) Employees on such Leaves should make individual arrangements.
- J. Will retain full coverage under the Employees' Group Life Insurance Plan for up to six (6) months. For all Leaves up to six (6) months, the Court's funding unit will continue to pay the premium for the employee's Group Life Insurance. If the employee fails to return to active Court employment by the end of his/her approved Leave of Absence Without Pay, or, if the approved Leave of Absence Without Pay extends beyond six (6) months, his/her group life insurance coverage is terminated.

Section 16.3

Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned Sick Leave with pay.

1. To be used when the employee has exhausted his/her accumulation of earned Sick Leave with pay and earned Annual Leave.
 2. To be granted only on the written recommendation of the employee's physician.
 3. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.
- B. To cover time off because of a compensable injury beyond that covered by Sick Leave with pay and Annual Leave with pay.
 - C. To cover time off while running for County Elected Office filled by partisan election. If such a Leave is requested, it must be granted, except no more than two (2) leaves may be granted for the purpose of running for elected office in any one (1) calendar year and each leave must be no less than fifteen (15) calendar days nor more than thirty (30) calendar days.
 - D. To cover disciplinary leaves (suspension without pay).
 - E. To cover time off because of personal reasons. Such a leave requires the approval of the employee's Department Head and the Human Resources Director and may not exceed twelve (12) months.
 - F. To cover time off if an employee is elected or appointed to a full-time Union position; such leaves shall be granted for up to twelve (12) calendar months.

Section 16.4 Return From a Leave Without Pay

If an employee fails to return to Court employment at the end of a Leave of Absence Without Pay, and no extensions of the Leave are granted, the employee must submit a resignation from the Court's Service. Failure to contact the Department Head or the Human Resources Department at the end of the Leave shall be grounds for labeling the separation from the Court's Service a voluntary resignation.

FAMILY AND MEDICAL LEAVE ACT APPLICATION

Section 17.1 Family and Medical Leave Act Application

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.

- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Section 12, Vacations (annual leave); Section 11, Sick Leave; and Section 16, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

LAY-OFF

Section 18.1

Order of Lay-Off

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

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

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

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

Section 18.2

Part-Time Employees

Among part-time and full-time employees with regular status within a classification within a department, the least senior employee shall be laid off first. As to D and E in Section 18.1 above, part-time employees within a classification within a department shall be laid off before full-time employees in the classification and department. Part-time employees shall be eligible to utilize the bumping

procedure in Section 18.4, but only for purposes of bumping other part-time employees within the bargaining unit.

Section 18.3 Union Notification

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

Section 18.4 Bumping Procedure

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

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

H. Employees bumping to another classification or another department shall serve a thirty (30) day trial period. If the bump is unsuccessful, the employee is laid off. Employees not successful in exercising their bumping privileges will be laid off from their original classifications.

Section 18.5

Pay Effect

Employees bumping to another classification shall receive the rate of pay for that classification. If their current rate of pay is within the range of the classification into which the employee is bumping, the employee will retain their present pay rate. If their current rate of pay exceeds the maximum rate for the classification into which they are bumping, the employee shall receive the maximum pay rate for the classification into which they are bumping.

Section 18.6

Forfeit of Recall Rights

Employees bumping successfully who thereafter successfully bid for a promotion to a classification with the same or higher maximum pay rate as the classification from which they were laid off, shall forfeit recall rights to the classification from which they were laid off.

RECALL

Section 19.1

Order of Recall

When recalling employees following a lay-off to their former classification, the employee with the most seniority, who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work shall be the first employee recalled.

Section 19.2

Notification of Recall

When recalling laid off employees back to work, the Human Resources Director will notify the employees by certified mail, return receipt requested, sent to the employee's last known address and the Employer's obligation is satisfied if the last known address given by the employee is used.

A. Each employee who is recalled from lay-off shall report in person or by certified mail to the Human Resources Director within three (3) work days after being notified of recall whether or not he/she intends to return to work for the Courts. The employee shall report to work on the date specified by the Courts which shall not be less than five (5) calendar days from the date of recall notification. If an employee fails to notify the Human Resources Director or his/her designee of his/her

decision, within the aforesaid three (3) work day period, or notifies the Human Resources Director or his/her designee that he/she will not return to work for the Courts, or having agreed to return to work for the Courts, fails to report on the date specified, the employee shall be considered as having voluntarily quit.

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

GRIEVANCE AND ARBITRATION PROCEDURE

Section 20.1

Grievance Procedure

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

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

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

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

Procedure:

Step 1

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

Step 2

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

Step 3

If the grievance is not settled in Step 2 of the grievance procedure, it may be submitted by the Union to final and binding arbitration. Within sixty (60) calendar days of the date of the receipt of the written reply from Step 2, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of arbitrators in accordance with the rules of the Service. If the grievance is concerning a discharge from employment, the Union shall request an FMCS list of arbitrators within ten (10) days of the date of the receipt of the written reply from Step 2. A copy of the Union's arbitration request shall be forwarded to the Human Resources Director. Expenses for arbitration shall be borne equally by both

parties, except that each party shall bear the expense of its own witnesses.

Section 20.2 Arbitration Procedure

At the time of the arbitration hearing, both the Employer and the Union have the right to examine and cross-examine witnesses. Upon request of either the Employer or the Union or the arbitrator, a transcript of the hearing shall be made. The cost of the transcript shall be borne by the party making the request. Either party may make a tape recording of the hearing. At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs, if it is the desire of either party.

Section 20.3 Power of Arbitrator

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate.

DISCIPLINARY PROCEDURE

Section 21.1 Purpose of Disciplinary Procedure

It is recognized that a certain amount of discipline may be necessary for the efficiency of operation. Therefore, certain disciplinary rules and the penalties for infractions of such have been agreed upon as indicated in Section 21.2.

Section 21.2 Disciplinary Actions

Disciplinary action or measures shall include the following:

- A. Written oral warning
- B. Written reprimand
- C. Suspension without pay
- D. Discharge

Employees having successfully completed their initial probationary period shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of written reprimands, suspensions or discharges through the regular grievance procedure. In the event of disciplinary suspension or discharge, the Department Head shall notify the employee's steward or other Union representative before the employee is required to leave the premises. This discussion shall take place

in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The Union Representative will be called promptly, and in any event, will be notified within one (1) working day following the action, if such notification cannot be made immediately. If the Employer has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before fellow employees or the public.

Classification of misconduct:

Group 1 - Minor offenses

Group 2 - Intermediate offenses

Group 3 - Major offenses

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

Group 1 Offenses:

- A. Habitual tardiness at the commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason.)
- B. Absenteeism without sufficient reason or proper notification.
- C. Absence without approved leave.
- D. Abuse of break time.
- E. Disregard of safety rules or common safety practices.
- F. Use of profanity or obscene language in the presence of the public.
- G. Inefficient work/Faulty work and/or covering up faulty work.
- H. Any offense in Group 2 or 3.

The disciplinary procedure in this group shall be: First offense, written oral warning; second offense, written reprimand; third offense, one (1) day suspension without pay; fourth offense, three (3) day suspension without pay; fifth offense, seven (7) day suspension without pay; sixth offense, discharge. The violations

shall be cumulated for a period of not more than twenty-one (21) months.

Group 2 Offenses:

- A. Injurious or dangerous pranks.
- B. Fighting on the premises (quarreling not considered fighting).
- C. Gambling during working hours.
- D. Making and publishing of false and vicious or malicious statements concerning any employee, Department Head or the Court/Court's funding unit.
- E. Malicious destruction or abuse of County/Court property.
- F. Verbal abuse of the public or fellow employees.
- G. Willful disobedience to the proper directive of a supervisor or other acts of insubordination.
- H. 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.
- I. Unprofessional conduct.
- J. Any offense in Group 3.

The disciplinary procedure in this group shall be: First offense, three (3) day suspension without pay; second offense, five (5) day suspension without pay; third offense, seven (7) day suspension without pay; fourth offense, discharge. The violations shall be cumulated for a period of not more than two (2) years.

Group 3 Offenses:

- A. The misuse or removal from the premises, without prior authorization, of any County/Court records, confidential information or any other County/Court property, except as necessary in the performance of an employee's duty.
- B. Theft of any property of fellow employees or of the County/Court.
- C. Knowingly falsifying any timekeeping records, or intentionally giving false information to anyone whose duty it is to make such records.

- D. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
- E. Accumulation of ten (10) or more points on the employee's driving record where the employee is hired for the primary purpose of transporting other persons.
- F. Unjustified physical abuse of the public.
- G. Reporting to work or operating a County/Court vehicle while under the influence of alcoholic beverages, illegal drugs, controlled substances, or hallucinogens.
- H. Possession or use, sale, or delivery of illegal drugs, controlled substances, or hallucinogens on County/Court property, in County/Court vehicles or during working time.
- I. Conviction of a felony while employed and working in a department which involves contact with juveniles or when the conviction is inconsistent with the job duties, as determined by the Department Head.

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

Section 21.3 Establishment of New Rules and Regulations

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

Section 21.4 Notice of Disciplinary Action

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

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

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

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

FILLING OF VACANCIES

Section 22.1

Vacancy Announcement

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

Section 22.2

Filling of a Vacancy

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

1. Hourly employees - the hourly employee with the greatest number of hours worked in the prior twelve (12) month period from the date of the applicable action, will be considered the most senior. In the event of a tie amongst the hours, the order of seniority will be determined in alpha order, by last name.
 2. Full-time employees - In the event of a tie amongst seniority dates, the order of seniority will be determined in the order of shift bid date. If a shift bid date has not been established, the order of seniority will be determined in alpha order, by last name.
- E. If no bargaining unit employee who applies for the vacancy is determined eligible to fill the announced vacancy, the Court may fill such vacancy from outside the bargaining unit. No employee hired from outside the bargaining unit will be hired at a rate of pay higher than the least senior employee in the same classification within the hiring department.
- F. Nothing in this Section shall be construed so as to limit the Court's authority to assign appropriate duties to employees working within their classification.
- G. In the event an employee transfers, promotes or status changes from an hourly to a benefit eligible position, the employee will be entitled to accumulated annual, sick, and personal leave upon completion of six (6) months of continuous service as a Court employee. Employment as an hourly employee will count towards the six (6) month period.

Section 22.3

Trial Period

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

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

Section 22.4

Definition and Pay Effect in Filling Vacancies

will be paid at the minimum step of the higher classification or that pay step of the employee's current class which would give the employee a one (1) step increase above their current pay step, whichever is greater, but not to exceed the maximum step of the pay range for the higher class.

WAGES

Section 24.1

Wage Rates

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

Section 24.2

Cost of Living

- A. Effective October 1, 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 of each year. Such payments shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers - United States City Average - "all items", published by the Bureau of Labor Statistics, U. S. Department of Labor (1982 = 100), hereinafter referred to as the Index.

- B. During the term of this Agreement, the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed twenty (20) cents per hour for each permanent employee based on a total of two thousand eighty 2,080 hours per year (maximum payment of \$416.00). The payment for part-time permanent employees shall be prorated on the above maximum based upon the number of hours worked during the year by the part-time permanent employee.

Section 24.3

Longevity Pay

- A. Effective October 1, 2018, with no retroactive payment, compensation for continuous eligible service with the County shall be provided on the basis of the following schedule:

<u>Years of Continuous Service as of December 1 Of Each Year</u>	<u>Amount of Payment</u>
5 years	\$250

For each completed
year after 5 years

\$50 additional to a
maximum of \$1,250

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

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

Section 24.4 Rates for New Position/Classification

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

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

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

MILEAGE

Section 25.1 Mileage Compensation

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

INSURANCE

Section 26.1 General Medical Plan Provisions

- A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has

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

- B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 26.2 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 26.2

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 a 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 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 sick 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.

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

Section 26.3

Dental Coverage

The Court's funding unit/Courts agrees to provide to all permanent employees dental insurance or coverage with an employee contribution of 15% of the monthly premium. The contribution amount will be paid to the Court's funding unit/Courts by employee through regular payroll deduction, which deduction is hereby authorized by this agreement.

Section 26.4

Life Coverage

The Employer shall provide "straight-term" life insurance or coverage for each permanent, full-time employee equal to the employee's annual salary rounded to the next highest thousand dollars or ten thousand dollars (\$10,000), whichever is greater and including provisions for accidental death and dismemberment.

Section 26.5

Coverage Limitation

Medical, dental, vision and life insurance or plan coverages will become available and effective for new employees three (3) calendar months after date of hire into a permanent position.

Section 26.6

Retirees Coverage

The Employer shall provide medical and dental coverage through insurance or a self-funded plan to individuals hired prior to November 1, 2014 and who are vested under the MERS plan by meeting age and service requirements, and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. The insurance will become effective at the time the individual begins collecting his/her pension check from MERS.

The eligible retiree will have the choice between the Healthcare Savings Account (HSA) plan paired with a qualified high deductible plan, with no further employer contribution into the account, or the High Deductible (HD) plan. The parties agree that the medical coverage for eligible retirees is valid on a primary basis until the retiree is eligible for Medicare and on a supplemental basis, via a Medicare Advantage plan, thereafter; for the lifetime of the retiree.

The Court's funding unit will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after January 1, 1994.

<u>Years of Continuous Service at Date of Retirement</u>	<u>Percentage of Individual Retirees Coverage Paid by Court's funding unit</u>
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68

Section 26.8

Additional Costs

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

GENERAL LIMITATIONS

Section 27.1

Benefits for Part-Time Employees

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

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

Section 27.2

Benefit Program Compensation

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

DRUG POLICY

Section 28.1

- A. The Employer may require an employee to submit to a random alcohol and/or drug test for alcohol, illegal drugs, controlled substances or hallucinogens. In addition, the Employer may require an employee to submit to an alcohol and/or drug test if there is reasonable cause to believe that the employee's performance is impaired by alcohol, 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.

Section 29.7

Retirement

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

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

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

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

Section 29.8

Meetings and Seminars

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

Section 29.9

Conditions of Employment

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

Section 29.10

Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings. When the results of such evaluations are objected to, timely grievances are required for

consideration to be warranted. Performance evaluations are due from departments within 30 days of the employee's merit anniversary date and will reflect an evaluation of an employee's work performance in their classification for the preceding twelve-month period.

Section 29.11

Section 125 Plan

The Court's funding unit shall make available to each qualified employee included in the Bargaining Unit participation in the County of Muskegon Section 125 Plan on the terms set forth in the plan document (as amended for inclusion of the AFLAC benefit) for this bargaining unit.

Section 29.12

Contracting Out Work

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

Section 29.13

Validity

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

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

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

Section 29.14

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Court's funding unit/Courts and the Union,

for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

ELECTION OF REMEDIES

Section 30.1

Election of Remedies

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

AMENDMENTS AND DURATION

Section 31.1

Amendments

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

Section 31.2

Duration

This contract shall be in full force and effect from the date of its execution through September 30, 2023, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to August 1, 2023, or prior to August of the appropriate succeeding twelve (12) months period of their desire to negotiate a new contract. Upon receipt of such written notification, the parties shall arrange to meet promptly and regularly for the purpose of consummating a new contract, or for the purpose of negotiating such amendments or modifications. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the time limits provided for herein and no agreement has been reached on the date this contract expires,

SCHEDULE A

Court Officer
Court Services Specialist
Family Court Administrative Assistant
Family Court Case Coordinator
Family Court Specialist
Youth Specialist
Youth Specialist - hourly

SCHEDULE B

Positions excluded from the Bargaining Unit:

Positions Classification Department

Appendix A							
Position Table							
Position Class	Position Description	Table	Grade	Position Class	Position Description	Table	Grade
GF273	Court Officer	GU	00250	GF970 GH970	Youth Specialist	GU	00180
GF275	Court Services Specialist	GU	00173				
GF350	Family Court Admin. Assistant	GU	00235				
GF351	Family Court Case Coordinator	GU	00233				
GF353	Family Court Specialist	GU	00250				

Appendix A

Wages

Employees hired prior to November 1, 2014 and eligible for the MERS' defined benefit plan will receive a one-time one thousand dollar (\$1000) lump sum payment upon the first full pay period following execution of this agreement.

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

Group	Table/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2018	GU 00173	13.64	14.25	14.90	15.59	16.30	17.04	17.83	18.65	19.48	
2018	GU 00180	13.77	14.38	15.07	15.75	16.43	17.15	17.87	18.70	19.49	20.33
2018	GU 00233	17.09	18.04	19.07	20.15	21.29	22.51				
2018	GU 00235	17.09	17.89	18.74	19.64	20.55	21.53	22.54			
2018	GU 00250	18.54	19.37	20.30	21.24	22.19	23.13	24.19	25.25	26.37	

**LETTER OF UNDERSTANDING
BETWEEN
TEAMSTERS LOCAL 214- CIRCUIT/PROBATE COURT UNIT
AND THE MUSKEGON COUNTY 14th CIRCUIT AND PROBATE COURT**

Subject: New Pay Scale for Youth Specialists & Limited Lump Sum Payments

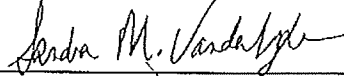
Date: August 30, 2019

This Letter of Understanding is to formalize an agreement intended to increase employee recruitment and retention at the Juvenile Transition Center. The current pay scale of the Youth Specialist classification shall decrease from 10 steps to 8 steps by eliminating the bottom two steps of the pay scale. Please see the attached spreadsheet for the current and new Youth Specialist pay scales, as well as for a list of each current full-time and hourly Youth Specialist at their current step and new step. The new pay scale includes the 2% raise that all employees will receive effective with the new fiscal year. For FY 20 only, to accommodate the current Youth Specialists who will be receiving less than a 5% increase at the new pay scale, they will receive a one-time lump sum payment of \$1,000 for those employees at the highest step, and prorated for the remaining employees receiving less than a 5% increase based upon the number of months before they receive their annual merit increase (see attached spreadsheet). In FY 21, only the employees at the highest step will receive a one-time lump sum payment of \$1,000 (see attached spreadsheet). The agreement is budget neutral, as the funds to accomplish the new pay scale and lump sum payments will be transferred from the overtime budget.

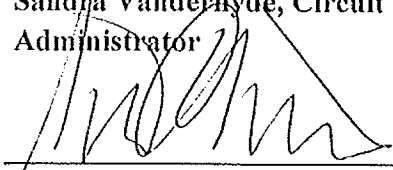
This Letter of Understanding is effective October 13, 2019, as the first pay period after October 1, 2019, the start of the 2020 fiscal year.

By:

**For the Muskegon County 14th Circuit &
Probate Court:**

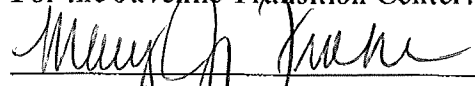


Sandra Vanderhyde, Circuit Court
Administrator



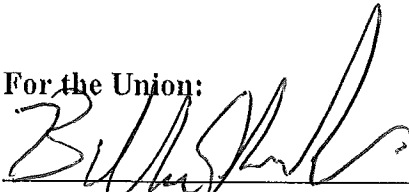
Honorable William Marietti, Chief
Judge

For the Juvenile Transition Center:



Mary Jo French, Superintendent

For the Union:



Billie Shanks, Union Steward

Dennis E.
Nauss

Digitally signed by: Dennis E.
Nauss
DN: CN = Dennis E. Nauss, email = dnauss@teamsters214.org, C =
US, O = Teamsters Local 214
Date: 2019.08.31 08:31:11 -0500

Dennis Nauss, Business Agent

Dated: 9/3/2019

LETTER OF ADDENDUM
By and Between
Muskegon County 14th Circuit Court
And
Teamsters Local 214
Circuit/Probate Court Unit

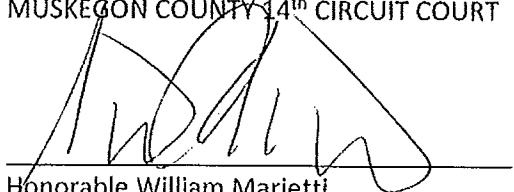
SUBJECT: Section 2.2, Definition of Terms

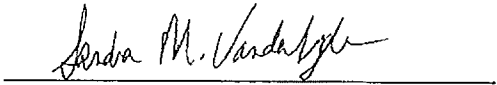
DATE: August 30, 2019

The Employer and Union agree to amend the definition of an Hourly Employee to allow for the ability to work more than twenty-five (25) hours per week, on occasion, while recognizing that this is not the norm.

Section 2.2, Definition of Terms, F. Hourly Employee to read "An employee appointed to a position which will require the normal scheduling services of an incumbent for less than twenty-five (25) hours per week, regardless of the number of days worked. The only benefit hourly employees shall be eligible to receive and accumulate is seniority based on the number of hours worked.

MUSKEGON COUNTY 14th CIRCUIT COURT


Honorable William Marietti
Chief Judge


Sandra Vanderhyde
Circuit Court Administrator

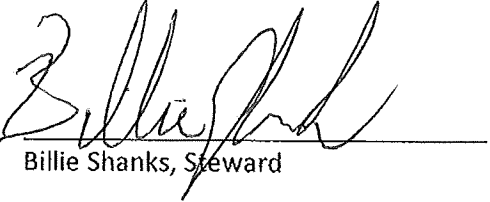
9/3/2019
Dated

TEAMSTERS LOCAL 214, CPCU

Dennis E.
Nauss

Digitally signed by: Dennis E. Nauss
DN: CN = Dennis E. Nauss email =
dnauss@teamsters214.org C = US
O = Teamsters Local 214
Date: 2019.08.31 08:28:01 -0500

Dennis Nauss, Business Representative


Billie Shanks, Steward

9/10/19
Dated

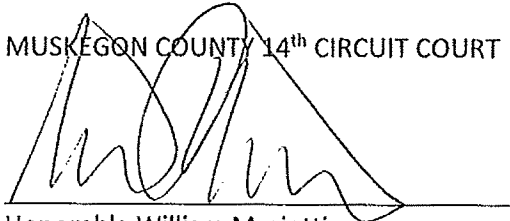
LETTER OF UNDERSTANDING
By and Between
Muskegon County 14th Circuit Court
And
Teamsters Local 214
Circuit/Probate Court Unit

SUBJECT: Section 8.7, Shift Assignment

DATE: August 30, 2019

The Employer and Union agree that for 2019 only the shift preference bid will be posted on August 16, 2019, to expire August 30, 2019, and will go into effect September 15, 2019.

MUSKEGON COUNTY 14th CIRCUIT COURT



Honorable William Marietti
Chief Judge

TEAMSTERS LOCAL 214, CPCU

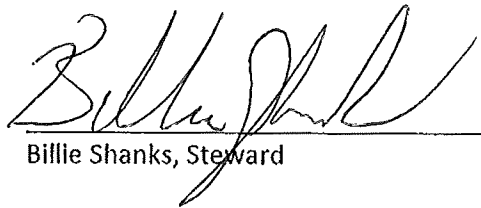
Dennis E.
Nauss

Digitally signed by Dennis E. Nauss
DN: CN = Dennis E. Nauss email =
d.nauss@teamsters214.org C = US
O = Teamsters Local 214
Date: 2019.08.31 08:30:09 -0500

Dennis Nauss, Business Representative



Sandra Vanderhyde
Circuit Court Administrator



Billie Shanks, Steward

9/3/2019

Dated

9/10/19

Dated