

**AGREEMENT**

**Between**

**The 95A District Court**

**and the 95A District Court Employees Association**

**Effective:**

**October 1, 2014 through September 30, 2018**

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## AGREEMENT

This agreement is made and entered into for a period beginning October 1, 2010 and ending September 30, 2014 between the 95A District Court Employees Association, hereinafter referred to as the "Employees" and the 95A District Court, hereinafter referred to as the "Employer". The terms and conditions of this agreement will remain in effect until such time as a new agreement is negotiated to replace it.

### PURPOSE AND INTENT.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Employees encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 RECOGNITION

Section 1. The Employer in accordance with all the provisions of Act 379 of the Public Acts of 1956, as amended, recognizes the 95A District Court Employees as their own bargaining unit which includes positions as follows: District Court Reporter/Judicial Secretary, District Court Clerk, Deputy District Court Clerk, Probation Officer and Magistrate.

The Employees form a single unit for the purpose of collective bargaining with respect to rate of pay, wages, fringe benefits and conditions of employment. The Employees shall consist of the above listed job titles.

Section 2. Should the Employer change the name of or responsibility of any classification of this list, it will notify the Association and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Association's agreement.

Section 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Association of the recommended rate structure prior to its becoming effective. If the Association does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Association disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the Association notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Association when a new employee is hired to work in the department/positions listed in Section 1 of this Article as having association positions.

### ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer, except as this contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work site.
- E. Determine the level and type of service to be offered.
- F. Transfer, promote and demote employees.
- G. Make and enforce work rules.
- H. Schedule and assign overtime based on Employer needs and employee qualifications.

Section 2. Employer's Right. In addition, the Employer reserves and retains solely and exclusively all of its right to manage its affairs, as set forth by state statute and court rules.

### ARTICLE 3 NON-DISCRIMINATION

Section 1. It is mutually agreed that no discrimination shall be practiced by the Employer or the Association, against any employee because of membership in the Association, or by the Employer against any member because of activities on behalf of the Association.

Section 2. In a desire to restate their respective policies, neither the Employer nor the Association shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, or age or because he/she is handicapped, a disabled veteran or a veteran of the Vietnam era.

#### ARTICLE 4 SECURITY

Section 1. Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize the District Court Employees Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

Section 2. The terms of this Agreement have been made for all employees in the bargaining unit.

#### ARTICLE 5 EMPLOYER SECURITY

Section 1. No Strike Pledge. The members of this bargaining unit under this agreement will not engage in or encourage any strike.

Section 2. No lockout. The Employer will not lockout any employees during the term of this Agreement.

#### ARTICLE 6 ASSOCIATION REPRESENTATION

Section 1. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the 95A District Court, upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matter(s) to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences shall be arranged by mutual agreement between the parties.

#### ARTICLE 7 DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For the purpose of this Agreement, Regular Full Time Employees are Employees regularly scheduled on a permanent basis to work 40 hours per week shall be considered as regular, full-time employees.

#### ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1.

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as normal Courthouse working days, exclusive of holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the Employer and/or Department Head that the problem they are discussing is a potential grievance, so that the Employer and/or Department Head can answer as called for under this grievance procedure.

- E. The time limits established in the Grievance Procedure shall be followed by the parties. If the Association fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically be deemed settled on the basis of the Association's last position. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to time limitations and dates for submission of grievances, appeals, answers, etc.
- F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step One level, and must be filed within three (3) working days of such discharge or layoff.

## Section 2. Procedure

- A. The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest and prompt effort to settle differences within the employee's department. If there is any controversy or difference between an employee or group of employees and the Employer with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows.
- B. An employee who believes he/she has a grievance shall first discuss the matter with his/her supervisor personally, or accompanied by an Association representative. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this matter, the following formal grievance procedure shall apply:

- Step 1: Within five (5) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of the alleged violation, an aggrieved employee will reduce his/her grievance to writing, and present the grievance to the Department Head for his/her written answer.
- Step 2: If the grievance is not settled at Step 1, it shall be presented in writing to the County Administrator within five (5) days after answer to Step 1. The County Administrator shall then furnish the employee, the Association, and the Employer with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employer or Association with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected.
- Step 3: (a) If the matter remains unsettled, and the grievant and/or Association wishes to carry it further, the employee or Association may refer the matter to a representative.  
(b) The Association representative, within thirty (30) days after receipt of Step 2 written response from the County Administrator, shall meet with the Employer and County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Association shall be notified, in writing, within five (5) calendar days.  
(c) All grievances which are satisfactorily resolved at the first (1<sup>st</sup>), second (2<sup>nd</sup>) or third (3<sup>rd</sup>) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Association shall have five (5) days following receipt by the Association of notice of the County Board of Commissioners' action to submit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance.
- Step 4: In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations. The expense of the arbitration shall be equally divided between the Association and the County. The decision of the arbitrator shall be in writing and shall be final and conclusive, but the Arbitrator shall not

have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or retirement system in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement. The arbitrator's decision shall be final and binding upon the Association, employee of the Association, and Employer. Any award of the arbitrator shall not retroactive any earlier than the time the grievance was first submitted in writing.

Nothing contained in this step shall be construed to limit the right of the parties to meet and select the arbitrator by mutual agreement.

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

Section 3. Back Pay Amount. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment benefits that the employee may have received during the period of the back pay.

Section 4. 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 for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1987, et seq., and Federal law pertaining thereto, and /or civil rights matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association employee shall not process the complaint through any grievance provided for in this contract. If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable any relief granted shall be forfeited.

## ARTICLE 9 DISCIPLINARY PROCEDURE

Section 1 Discipline. Discipline, as used in this Agreement, shall mean any action from a written reprimand to any action which results in loss of pay and/or discharge. No non-probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline.

Section 2. Counseling. Verbal counseling is not considered to be discipline and is therefore not subject to the grievance procedure. Counseling shall not be used as a basis for future disciplinary actions, except to verify that the employee has been made aware of the Employer's concern in the areas covered. Counseling will not be recorded in the employee's personnel file.

Section 3. Investigations. Discipline will not be initiated until an investigation has taken place and the employee to be disciplined has had a chance to respond. The report of the investigation will be made available to the Association and the Employer.

If, due to extenuating circumstances, an employee is suspended or discharged from duty pending completion of an investigation to avoid disruption of the Employer's operations, he/she shall receive their regular pay until after the Employer has completed its investigation.

Section 4. Meeting. At any meeting between the Employer and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, an Association Representative may be present, if the employee so requests.

A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her representative, and the Employer will make available a meeting room where the employee may do so before the

employee is required to leave the property of the Employer, provided a Association representative will discuss the discharge or suspension with the employee.

Section 5. Notice of Discipline or Discharge. The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing the employee and the Association representative of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

Section 6. Use of Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

Section 7. Progressive Discipline. The following theory of progressive discipline will be used when verbal counseling does not correct an employee's misconduct. However, the Employer is not prohibited from suspending or discharging an employee upon the first instance based upon the seriousness of the offense.

Written Reprimand. The Employer will discuss the offense with the employee and inform them of the potential action which may be taken if another action occurs. A reprimand memorandum stating the offense and the potential action will be prepared by the Employer. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the Employer and employee must appear on all copies indicating that the employee has read and received the reprimand memorandum.

Suspension. The Employer will discuss the offense with the employee. A written record of the meeting stating the offense and specifying the length of suspension shall be prepared by the Employer and shall review the suspension notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer must appear on all copies indicating that the employee has read and received the suspension notice. Only the Employer can suspend an employee.

Discharge. The Employer will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the Employer and they shall review the discharge notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer must appear on all copies indicating that the employees has read and received the discharge notice. Only the Employer can terminate an employee.

## ARTICLE 10 SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the District Court beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service.

Section 2. Probationary Period. Employees who are hired into a regular full-time or regular part-time position with the Employer shall be considered probationary employees for a period of six (6) months from the date of permanent employment. The probationary period may be extended an additional six (6) months by the Employer on a case by case basis with written notice to the Association and signed by the employee. Extensions shall not affect compensation levels. Probationary employees may be disciplined or terminated by Employer, at the Employer's pleasure, if determined by the Employer, in its sole discretion, to be in the Employer's best interest and further, the Association shall not represent such employees with respect to such termination. The Association has the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other Association activities.

Section 3. Seniority List.

- A. The seniority list will show the names, classifications and seniority dates of all employees in the association entitled to seniority.
- B. The Employer will keep the seniority list up to date at all times and will provide the Association representative with up-to-date copies upon request. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of

the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send a written notification to the employee by certified mail, return receipt requested, at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In unusual circumstances, exceptions will be made.
- D. If he/she does not return to work when recalled from layoff, as set forth in the recall procedure.
- E. If he/she does not return to work immediately upon the expiration of his/her sick leave or leave of absence.
- F. When he/she is laid off for a period greater than his/her seniority, or twenty-four (24) consecutive calendar months, whichever is less.
- G. If, while on unpaid health leave of absence, sick leave of while receiving worker's compensation benefits from the Employer, he/she accepts another job, applies for and received unemployment benefits, or goes into business of the same or similar nature for himself/herself.
- H. If an employee makes a material representation on his/her original employment applications if detected within two (2) years of the application of if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. He/she is convicted or pleads guilty or no contest to a felony or any work related misdemeanor.

Section 5. Job Posting.

- A. If there is a vacancy in an entry level association job or when a new classification is created, the Employer will post notice of the vacancy for five (5) working days and shall provide the Association a copy of the posting. The posting shall indicate the classification of work, department, and wages. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting and shall notify his/her Employer that he/she has done so. All vacancies, promotional opportunities, or new positions will be posted. All vacancies or newly created positions will be offered first by lateral transfer among full-time employees who have posted for the positions, provided the employee is qualified. The Employer agrees to fill posted positions within sixty (60) days, unless the Association is notified as to the reason that the position cannot be filled within this time frame.
- B. Job Advancement. Promotions within a department shall be made by the Employer, first from any qualified Association employees in this department, as determined by the Employer. In selecting employees for promotion, the Employer shall consider the factors of performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion. In the event the Employer determines that there are no qualified Association employees in the department, the position will be filled as provided in subsection A above.
- C. Trial Period. Employees assigned to vacancies or new positions will be given a minimum of three (3) months to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the minimum three (3) month period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After three (3) month period without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his/her original classification, there shall be no loss of seniority in the original classification.

Section 6. Seniority While on Leave. He/she, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery of their former positions with full seniority right, provided they are physically qualified to return to work. In the event that said disability shall continue for more than one (1) continuous year, then, and in that event, the Employer shall review with the Association the status of the said employee's future employment.

Section 7. Seniority on Return to Work. An employee who is subject to the jurisdiction of the Association, who has been in the past or will be in the future promoted to a position outside of the Association, and in the event that the said employee shall retain said position outside of the Association for more than a three (3) month period, he/she shall lose

his/her seniority within the Association. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the Association.

## ARTICLE 11 LAYOFF AND RECALL

Section 1. Definition. The word "layoff" means a reduction in the work force.

Section 2. Layoff. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the affected classification will be laid off first. There shall be no increase in the number of temporary, substitute or seasonal employees in the classification in which there is a laid off employee. Regular employees with seniority within the affected classification will then be laid off in reverse order of seniority.

Section 3. Notice Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of such layoff. The Association representative shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

Section 4. Recall Procedure.

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 2 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last know addresses by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the receipt of notice of recall or by the date the recall notice is returned to the Employer as undeliverable, he/she shall be considered to have voluntarily terminated his/her employment. It shall be the employee's responsibility to keep the Employer informed of his/her current address.

Section 5. Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law at the employee's expense.

Section 6. Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided said employee is entitled to same.

Section 7. Bumping. Upon being laid off from his/her classification, a regular full-time or regular part-time employee may bump lower seniority employees under the following conditions:

- A. Employees must be bumped within their own department. If they cannot perform the duties, they will be allowed to bump elsewhere in the department, or will be returned to laid off status.
- B. The bumping employee must have more seniority than the employee in the position who is being bumped.
- C. The bumping employee must possess the necessary skills, experience, certifications and job qualifications which will qualify the employee to perform the work adequately, with minimal instructions.
- D. The bumping shall not apply in cases of temporary layoff which do not exceed ten (10) working days.

An employee wishing to exercise his/her bumping rights must inform the Employer if his/her decision to bump in writing within five (5) working days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped.

Section 8. Layoff Alternatives

- A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the Association. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in questions shall be recalled, and if necessary, layoff procedures will proceed in a manner outlined above.

## ARTICLE 12 PAID LEAVES

### Section 1. Sick Leave

- A. Sick Leave Accumulation: Full-time employees covered by this Agreement shall accumulate one (1) day of sick leave for each month of his/her continuous employment to be used for the employee's personal illness or injury incurred off the job; except no more than one hundred twenty (120) days of paid sick leave shall be accumulated at any time. Regular part-time employees shall accumulate sick leave on a pro rata basis based on the number of hours they are regularly scheduled to work. Regular employees shall receive payment for one-half (1/2) of all unused accrued sick leave earned, up to a maximum of forty-five (45) days of sick leave upon any severance of employment.
- B. Payment Upon separation. Regular employees shall receive one-half(1/2) of all unused accrued sick leave earned up to a Maximum of forty-five(45) days of sick leave in the case of the following separations from employment:
  - 1) Upon retirement or resignation of an association member.
  - 2) Upon an association member's death, payment shall be made to the employee's beneficiaries.
- C. Sick Leave Use: Sick leave days may be utilized for the following:
  - 1) An employee's own personal illness or injury.
  - 2) Up to fifteen (15) leave days per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.
- D. Notification: An employee utilizing sick leave shall inform the Employer or their designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.
- E. Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed three (3) working days, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.
- F. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.
- G. Illnesses While on Vacation. Employees shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.
- H. Verification. The Employer may verify the nature and the extent of an illness or injury for which sick leave is used. A doctor's certificate may be required for an illness or injury extending over a five (5) day period, or at the request of the Employer when the Employer has reasonable basis to believe there is abuse of sick leave.
- I. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
  - 1) For days of absence other than regularly scheduled work days of the employee.
  - 2) For periods where an employee is laid off or during an approved unpaid leave of absence.
  - 3) Prior to an employee being credited with sick leave.

Section 2. Funeral Leave: Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, grandchildren, step-father, step-mother, step-son, step-daughter, sister, brother, mother-in-law, father-in-law of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, or other relative of the employee. However, an additional four (4) days funeral leave are available to the employee, provided the additional days are transferred from the employee's accumulated sick leave. Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the Employer.

Section 3. Personal Days: A new employee will be given one personal day for the quarter they are hired in and one for each remaining quarter during the calendar year. Permanent full-time employees will be allowed four (4) personal days per year (not to be deducted from sick leave), and will be used with the approval of the Employer, which will not be unreasonably withheld. Regular part-time employees shall receive pro rata personal days based on the hours they regularly scheduled to work. Personal days must be used in the calendar year in which they are earned or will be lost.

Section 4. Military Reserve Training Leaves: Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

Section 5. Duty Incurred Disability Leaves.

- A. Employee, while performing within the scope of his/her employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.
- B. Any employee involved in a work-related accident or injury must report that accident or injury to his/her supervisor and the County Clerk as soon as possible and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.
- C. Regular employees covered under this contract who have been employed for one (1) year or more sustaining an occupational injury for which compensation is paid by the Worker's Compensation Insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his/her regular biweekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall he/she be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue insurance coverage to the extent provided by law. All other fringe benefits shall cease while on Worker's Compensation.

ARTICLE 13 LEAVES OF ABSENCE WITHOUT PAY & WITHOUT BENEFITS

Section 1 Administrative Leave: At his/her request, a regular employee in good standing may be granted an administrative leave of absence without pay with the approval of the Employer and under the following conditions:

- A. The employee will indicate the duration of such leave in his/her initial request.
- B. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient in the opinion of the Employer to warrant such leave of absence.
- C. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of leave.
- D. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.
- E. In the event the Employer denies a request for an administrative leave, said denial shall not be subject to the grievance procedure.

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable amendment to such Act.

Section 2. Health Leave: A leave of absence without pay due to sickness and injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. A regular employee shall be granted leave of absence upon the approval of the Employer for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. Upon the employee's request, the Employer may grant extension periods for such health leave if, when requested, the need for such extensions are medically verified and the Employer feels such extension is justified. However, health leaves shall not be extended to exceed one (1) year, nor shall an employee's health leave exceed twelve (12) months in any twenty-four (24) month period. The Employer may request the employee to provide a physician's statement attesting to an employee's continued inability to work on a reasonable

basis. Upon the employee's return to work from such leave, the employee shall furnish a physician's statement as to his/her fitness for work.

- B. The employee must utilize his/her sick leave before requesting an unpaid leave of absence for illness or injury.
- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or from any absence from employment during which time the employee has received worker's compensation benefits, if the Employer questions the employee's physical ability to work or if the employee's presence at the County may endanger his/her health and safety, or that of the County, public and/or other employees.
- D. The Employer may request an employee to submit to a second physical examination with a physician designated by the Employer as provided in Article 22, Section 2.
- E. Maternity Leave: For all employees, up to twelve (12) weeks may be granted with extensions granted upon a physician's recommendation.

Section 3. When a leave of absence without pay under this Article is granted for a specific time period of not more than twelve (12) weeks, and is not extended beyond such period, the individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position. When a leave of absence is required for a period of more than twelve (12) weeks, the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave if and when comparable employment is available in the Department in which the employee was employed.

Section 4 Benefits. All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurance, except that the Employer will continue to pay the employer portion of health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) weeks. No benefits shall accrue during such leaves. To the extent required by federal law, the County will also continue to provide group health coverage for leave other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverage under the County group policies at the employee's expense to the extent required by Federal law.

Section 5. Military Leave: Military leave shall be granted according to applicable state and federal law.

Section 6. Failure to Return: In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service.

#### ARTICLE 14 HOLIDAYS

Section 1. Holidays Recognized: The following holidays are recognized by the Employer:

New Year's Day	Friday after Thanksgiving
Good Friday	Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas
Labor Day	New Year's Eve
Veteran's Day	

Section 2 Dates Observed: Said holidays will be observed on the nationally designated date, except as provided in this section. Any of the stated holidays falling on a Saturday shall be observed on the preceding Friday. Any of the holidays falling on a Sunday shall be observed on the following Monday.

Section 3. Holiday Pay: Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay. Regular part-time employees who are eligible for holiday pay shall be paid pro rata for the holiday based upon the hours they are regularly scheduled to work and at their current straight time rate of pay.

Section 4. Pay for Worked Holidays: All regular full-time and regular part-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1 ½) his/her regular rate of pay for all hours worked on such holiday, plus holiday pay provided in Section 3 above. Employees who are called in to work a holiday will be granted not less than two (2) hours of holiday pay.

Section 5. Eligibility: To be eligible for the above listed holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave will not be eligible for holiday pay.

## ARTICLE 15 VACATIONS

Section 1. Vacation Eligibility: Vacation leave with pay will be granted to all permanent full-time and regular part-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.

Section 2. Vacation Benefit:

- A. Vacation with pay will be granted on the following schedule;
  - 1 Year Six (6) days of vacation
  - 2 Years Twelve (12) days of vacation
  - 3 Years or more Add one (1) day for each year of service up to a maximum of thirty (30) days
- B. Regular part-time employees shall receive pro rata vacation based upon the hours they are regularly scheduled to work under the applicable schedule.

Section 3. Payment: Vacation pay shall be paid at the employee's regular rate of pay.

Section 4. Accumulations: Unused vacation during an anniversary year may be carried to the succeeding year, not to exceed a maximum of thirty (30) days of accumulation. Any unused days in excess of that amount shall be lost if not taken.

Section 5. Vacation Use: Vacations may be taken in hourly increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department.

Section 6. Vacation Scheduling: All vacation time off must be scheduled with the Department Head as far in advance as possible. As far as possible, vacations shall be granted at the times most desired by employees, but the final right to allot vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the County.

Section 7. Payment Upon Separation:

- A. Regular employees who have completed more than one (1) year of continuous service shall be paid for unused accumulated vacation credit in the case of the following:
  - 1) Upon retirement, resignation or termination of a employee member;
  - 2) Upon an employees member's death, payment shall be made to the employee's beneficiaries.
  - 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to work force.
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for upon any separation of an employee with less than one (1) year continuous service.

## ARTICLE 16 HOURS OF WORK, OVERTIME AND PREMIUM PAY

Section 1. Standard Work Week: The standard week for computing pay will begin at 12:00 AM Sunday and extend until Saturday 12:00 Midnight seven (7) days hence.

Section 2. Breaks. Employees are allowed two (2) paid fifteen (15) minute rest breaks; one to be taken in the first half of the work day and one to be taken in the second half. A one-half hour lunch break will be provided. The scheduling of the breaks is the responsibility of the Department Head or his/her designee. Rest breaks may not be accumulated in any way.

Section 3. Overtime:

- A. Employees working in excess of forty (40) hours per week will be paid at the rate of time and one-half (1-1/2) of their regular rates.
- B. The Employer may, at its option, grant employees compensatory time off in accordance with the provisions of the Fair Labor Standards Act, as amended, in lieu of overtime, provided the employee agrees to such compensatory time. However, no compensatory time may be accumulated beyond forty (40) hours at any one time. At the employee's request up to 20 hours of comp time may be converted to cash with the approval of the Department Head/Elected Official. Each quarter a report of available compensatory time will be provided to all employees by the payroll department once the capability of the generating the report is available.
- C. Duplication. Nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.
- D. Assignment. All employees shall work reasonable amounts of overtime upon request. If reasonably possible, the Employer will attempt to solicit volunteers for overtime prior to requiring such overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. When extra work hours become available, the Employer may offer these hours to part-time employees within the same department working less than forty (40) hours for who the assignment will not result in overtime. After such part-time employees have reached the maximum hours so that only overtime hours are being offered, the Employer shall seek volunteers. If more than one (1) employee volunteers, preference, will be given to the employee with the most classification seniority that is qualified to perform the work. If sufficient volunteers cannot be obtained to fill the required hours, the Employer will first assign part-time employees and then attempt to fill the remaining hours by mutual agreement between the full-time employees. If there is no mutual agreement, the employee with the least amount of department-wide seniority who is qualified to perform the required work will be assigned the overtime.
- E. Call Back Premium. An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. If hours are not scheduled consecutively, they shall be considered call back. In the event that an employee is not released from his/her regular day's work and is asked to work beyond his/her regular day/s work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1 ½) for the actual time worked in excess of such period.
- F. On-Call Pay. Employees who are placed in an "on-call" status shall receive thirty dollars (\$30.00) per day for being on-call. This sum shall be in addition to any moneys received for being called into work. This "on-call" provision shall only apply to on-call assignments during weekends and holidays. Additionally, these specific employees shall receive ten dollars (\$10.00) per day for being on-call for a weekday (Monday-Friday), when designated by the Judge.
- G. Outside Working Hours Contacts: Employees will receive 1 hour of compensatory time for probation contacts outside of normal working hours.

Section 4. Training Pay: An employee who shall voluntarily attend any school or seminar approved by the Employer shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1 ½) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1 ½) at the option of the employee. Part-time employees shall receive pay at the straight time rate up to a total of forty (40) hours in a week for all hours spent in class at such schooling or training, or straight time compensatory time at the option of the employee. If a part-time employee's time worked exceeds forty (40) hours in a week with such training, they shall receive overtime or compensatory time as provided in Section 3 above. Educational opportunities within each Department shall be posted, those attending will be determined by the Employer.

#### ARTICLE 17 JURY DUTY

Section 1 Jury Duty: A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed,

conditional upon the employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 2. Subpoenas: An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed.

## ARTICLE 18 INSURANCES

1. Section 1. Hospitalization/Medical Insurance Coverage. Regular full time employees will be eligible for those benefits provided for in the M.C.T.W.F. – Premium Plan or an agreed upon health insurance plan between the employer and employees.

The employer will provide and pay the full premium cost of Dental and Optical Benefits. During the term of this agreement the Menominee County Board will determine its contribution towards the cost of medical benefits and prescription drug benefits using either Hard Caps, eighty percent (80%) or County Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium cost above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

During the term of this Agreement should the County Board act to exempt itself from the requirements in SB7, PA 152, participating employees will pay 12.5% of the premiums cost of the medical benefits premiums.

Section 2. Notification. It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

Section 3. Payment in Lieu of Health Insurance. Opt Out, Employees who have submitted an Opt Out application to M.C.T.W.F. with required proof of other group health coverage, shall on written approval receive four hundred dollars (\$400.00) a month in lieu of coverage. Reinstatement will be subject to M.C.T.W.F. eligibility rules. If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of \$400.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this article. They must follow the Michigan Conference of Teamsters Welfare Fund opt out rules.

Section 4. Life Insurance. The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

Section 5. Retirement. When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay hospital insurance premiums, up to the amounts provided for in Section 3, for the month in which the retirement occurs and the month following retirement. Upon retirement from the County's service, the Employer agrees to pay the hospital insurance premium for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, the retiree must pay the full cost of the insurance premium charged by the group carrier for said benefit, including any HRA monthly cost, as determined by the County's insurance representatives. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## ARTICLE 19 LONGEVITY

Section 1. After completing three (3) years of service each employee shall receive annually, as of the first payroll after December 1 of each year, longevity pay of one hundred dollars (\$100) plus fifty dollars (\$50) for each additional year above three (3) years, up to a maximum of one thousand dollars (\$1,000).

Section 2. After completing three (3) full years or more of uninterrupted service, an employee in good standing shall be paid their pro-rated longevity pay upon termination based on their anniversary date.

#### ARTICLE 20 RETIREMENT

- A. Regular employees hired prior to October 1, 2014 covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall continue to be B-3, 55/25, FAC-3 rider with an E-2 rider, which will require a 10 year vesting. The employee/employer will pay 50% respectively of the increase to provide E-2. If the actuarial costs to provide the E-2 increases during the term of this contract the employer's/employer's share will not exceed 2.3%, any increase above this agreed upon amount will constitute reopening this article for discussion. Those employees currently vested under V-6 will remain vested under V-10.
- B. Regular employees hired after October 1, 2014 covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by a Defined Contribution Plan through MERS. Menominee County will contribute five percent (5%) of salary and up to three percent (3%) match of the employee contribution. The employee can contribute up to the maximum percentage amount allowed by MERS.
- C. If an employee voluntarily terminates his/her employment with the Employer with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1, 1983. If an employee is terminated for cause or without cause by the Employer with less than ten (10) years of service, employee shall only receive 100% of employee contribution as allowed under Plan prior to January 1, 1983.

#### ARTICLE 21 TRAVEL ALLOWANCE

The following schedule of mileage allowance shall apply to employees required to use their own vehicle in the course of their employment.

- A. Mileage Allowance:
  - 1) The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
  - 2) Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.
  - 3) There shall be an explanation given on all claims made to the Employer for reimbursement expenses for all trips in accordance with the parameters set forth in the Menominee County Travel Expense Voucher.
- B. Conferences, Conventions or Seminars: The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminar on behalf of the Employer:
  - 1) Attendance at a meeting, convention, conference or seminar shall have the prior approval of the Department Head.
  - 2) Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.
  - 3) If transportation is by a county-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be reimbursed by the Employer upon submission of receipts.
  - 4) If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
  - 5) Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense voucher.
  - 6) When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
  - 7) Tolls telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.

- 8) Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- 9) Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employees and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
- 10) The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited to:
  - a) Travel insurance.
  - b) Laundry or dry cleaning; or
  - c) Hospitality or entertainment expense

## ARTICLE 22 PHYSICAL EXAMINATION

Section 1. Physical Exams: As a condition of the employee's return to work from a leave taken for the reason of the employee's mental condition; or an unpaid health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies that employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical/mental ability to perform the essential functions of the employee's job; or if the employee's continued presence at the work site may endanger his/her health or safety or that of other employees or the public.

Section 2. Physician Costs: The examination required under this Article shall be by a non-employee physician of the County's choice, including an appropriate medical specialist selected by the County when deemed appropriate. The cost of such examination shall be borne by the County.

Section 3. Disputes: If the Employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties. The expense of any third physician shall be shared equally by the Employer and the employee to the extent not covered by insurance.

Section 4. Employer Action: On the basis of such an examination under this Article, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

Section 5. Drug/Substance Abuse Testing. The Employer reserves the right to require an employee to take a test for illegal drug use or other substance abuse in the event the Employer has a reasonable suspicion of such use. Reasonable suspicion testing may be based upon:

- A. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- B. A pattern of abnormal conduct or erratic behavior.
- C. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated; or
- E. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

Section 6. When an employee is required to take a physical exam with an Employer designated physician or to take a substance abuse test under this Article during work hours, the time for the exam or test shall be considered hours worked.

## ARTICLE 23 GENERAL PROVISIONS

Section 1. Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

Section 2. Employee Information: It is the responsibility of each and every employee to keep his/her supervisor and the County Clerk's office informed of his/her latest address and telephone number.

Section 3. Amendments: No agreement or understanding contrary to this agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

Section 4. Demands and Proposals. 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

Section 5. Savings Clause: If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 6. Captions: The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 7. Binding Effect: The terms and conditions of this Agreement shall be binding upon the parties upon ratification of the Agreement by the Association members and by the District Court Judge.

Section 8. Outside Employment: In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department.

Section 9. Invalid Contract Provisions: The parties agree that, should any Article or Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to re-negotiate such Article and/or Section to bring such Article and/or Section in compliance with such law.

Section 10. Inclement Weather:

- A. The Chairperson of the Board of Commissioners, County Administrator and/or the County Clerk will determine if weather conditions are severe enough to close the Courthouse. Notice of closing will be broadcast over local radio stations. All employees will be paid for their regularly scheduled hours that day if the Courthouse is closed.
- B. Employees who are unable, due to weather conditions, to report for work when the Courthouse is open must first use compensatory time (if any), then vacation or personal leave (if any), and then sick leave in order to be paid for that day.
- C. If weather conditions or other acts of God make it necessary to close the Courthouse after the business day has started, all employees will be paid for their regularly scheduled shifts for the period the Courthouse is closed. This decision will be made by the County Administrator, the County Clerk, and the County Chairperson.

## ARTICLE 24 COMPENSATION

Section 1. Rate of Pay: The rates are set forth in the Wage Compensation, Appendix "A" attached to this agreement.

Section 2. Appointments: Original appointments to any position will be made at the start rate of the classification. However, the Department head may approve compensation up through the three (3) year rate in the wage schedule for

the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

Section 3. Wage Advancement: New employees at the start step shall advance to the next step of their wage grade at the beginning of the first full payroll period following the successful completion of one (1) year of continuous County service in their classification. Further advancement within the wage range shall be by successive steps effective the first full payroll period following the employee's completion of an additional one (1) year of continuous County service in their classification.

## ARTICLE 25 TERMINATION AND MODIFICATION

Section 1. Termination and Modification: The terms and conditions of this agreement will remain in effect until such time as a new agreement is negotiated to replace it.

- A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however to reopen negotiations during the agreed-upon period for effectuation of this Contract.
- B. If either party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
- C. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Employee at his/her address of record, if to the Employer, addressed: District Court 95A, Jeffrey G. Barstow, 839 10<sup>th</sup> Avenue, Menominee MI 49858.

In the event that the Employer authorizes increases in excess of 7.5% for other bargaining units during the term of this agreement (10/1/14 through 9/30/18) such increases shall be extended to this bargaining unit. Should these increases be connected to a change in other benefits, those other benefit changes shall be enacted along with the additional wages, should the bargaining unit choose to implement that change. Further, should any other benefit changes be authorized for other bargaining units, those benefit changes shall be enacted for this bargaining unit, should this bargaining unit choose to implement that change.

This contract constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this contract shall supersede and take precedence over any other document, handbook, benefit plan, compensation scale system, or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this contract. It is further understood that no County personnel has authority to enter into any employment contract with the District Court Employees for any specified period of time, or to make any agreement contrary to the provisions herein.

## DISTRICT COURT 95A EMPLOYEE'S ASSOCIATION

\_\_\_\_\_  
Linda Menacher, Association Representative

\_\_\_\_\_  
Date

DISTRICT COURT 95A

\_\_\_\_\_  
Jeffrey G. Barstow, Chief Judge

\_\_\_\_\_  
Date

MENOMINEE COUNTY

\_\_\_\_\_  
Brian R. Bousley, Administrator

\_\_\_\_\_  
Date

Wage Compensation  
Appendix "A"

Start of New Contract

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Court Clerk	7	\$15.31	\$15.92	\$16.54	\$17.15	\$17.76	\$18.37
District Court Clerk	8	\$16.59	\$17.25	\$17.91	\$18.57	\$19.24	\$19.90
Probation Officer	9	\$17.86	\$18.56	\$19.28	\$19.99	\$20.71	\$21.42
Magistrate/Court Reporter	12	\$21.68	\$22.53	\$23.40	\$24.27	\$25.14	\$26.01

10/1/2015

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Court Clerk	7	\$15.62	\$16.24	\$16.88	\$17.49	\$18.11	\$18.74
District Court Clerk	8	\$16.92	\$17.59	\$18.27	\$18.95	\$19.62	\$20.30
Probation Officer	9	\$18.22	\$18.94	\$19.66	\$20.39	\$21.12	\$21.85
Magistrate/Court Reporter	12	\$22.11	\$22.98	\$23.87	\$24.75	\$25.65	\$26.53

10/1/2016

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Court Clerk	7	\$15.93	\$16.57	\$17.21	\$17.84	\$18.48	\$19.11
District Court Clerk	8	\$17.26	\$17.95	\$18.63	\$19.32	\$20.01	\$20.70
Probation Officer	9	\$18.58	\$19.31	\$20.06	\$20.80	\$21.54	\$22.29
Magistrate/Court Reporter	12	\$22.55	\$23.44	\$24.34	\$25.25	\$26.16	\$27.06

10/1/2017

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Court Clerk	7	\$16.25	\$16.90	\$17.56	\$18.20	\$18.85	\$19.49
District Court Clerk	8	\$17.60	\$18.30	\$19.01	\$19.71	\$20.41	\$21.12
Probation Officer	9	\$18.95	\$19.70	\$20.46	\$21.22	\$21.97	\$22.73
Magistrate/Court Reporter	12	\$23.00	\$23.91	\$24.83	\$25.75	\$26.68	\$27.60

Add \$4,500 per year to Probation officer for drug/alcohol assessments