

AGREEMENT
BETWEEN
19TH DISTRICT COURT
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: July 1, 2007 – June 30, 2010

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
Agreement	1
Purpose and Intent	1
II Aid to Other Unions	2
XXVII Classifications and Rates of Compensation	24-27
XXVIII Conferences and Workshops	27
VII Discharge or Suspension	6-7
XIV General Provisions	13-14
VI Grievances	4-6
XXIV Health and Dental Benefits	23
XXII Holiday Provisions	20
XVII Hours of Work	14-15
X Layoff and Recall Procedure	9-10
XVIII Leave with Pay	15-17
XX Leaves without Pay	17-18
XXV Life Insurance Coverage	23
XXIII Longevity Pay	21-22
XIII Management Rights	11-12
XXVI Miscellaneous Fringe Benefits	23-24
XXIX Negotiation Meetings	27
XII New Classifications	11
XXI Paid Time Off (PTO)	18-20

XI	Promotions	10-11
I	Recognition	1
IV	Representation	3-4
IX	Seniority	8-9
XVI	Severability Clause	14
XIX	Sick and Duty Disability Leave	17
V	Special Conferences	4
VIII	Strikes and Lockouts	8
XXX	Termination and Modification	28
III	Union Security	2-3
XV	Waiver Clause	14
	Signature Page	28
	Attachment A – Pension	29
	Attachment B – Extended Sick Leave Policy	30-31
	Attachment C – Health, Dental and Flexible Benefits	32-39
	Memorandum of Understanding (Calder)	40
	Memorandum of Understanding (Maironis, Calder)	41
	Memorandum of Understanding (Cooperation)	42

AGREEMENT

This Agreement entered into on this ____ day of, _____ 2010, is between the 19th District Court (hereinafter referred to as the "Employer") and the Police Officers Association of Michigan (POAM), of behalf of Court Clerks and Court Officers, (hereinafter referred to as the "Union").

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 Union.

The parties recognize that the interest of the community and 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 Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

- 1.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of the agreement, all full-time Deputy Court Clerks I, II, III, and IV, Court Officers, Court Assistants, Court Associates and Court Technicians of the 19th District Court, excluding District Court Judges, Court Administrator, Magistrates, Executive Secretaries and/or Judicial Aids, Court Reporters/Recorders, Probation Officers, Confidential, Managerial, Professional and Supervisory Employees, and all part-time employees.
- 1.2: The following are excluded as Confidential, Managerial, Professional or Supervisory Employees:
 - Elected Officials
 - Court Administrator
 - Clerk of Court
 - Chief Security Officer
 - Magistrates
- 1.3: The terms if this contract shall apply only to then-active employee members of the collective bargaining unit on the date this Agreement is implemented.

ARTICLE II
AID TO OTHER UNIONS

- 2.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union, except as permitted by applicable law.

ARTICLE III
UNION SECURITY

- 3.1: To the extent that the laws of the United States and the State of Michigan permit, it is agreed:
- A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, may continue membership in the Union for the duration of this Agreement.
 - B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective may become members of the Union for the duration of this Agreement on or before the 30th day following such effective date.
 - C) Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, may become members of the Union for the duration of this Agreement, on or before the 30th day following the beginning of their employment in the unit.
 - D) An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.
 - E) An employee, in lieu of actual membership in the Union, shall comply with the provisions of this Article by paying to the Union a service fee in an amount equal to the regular monthly dues, less any amounts not permitted by law, as a contribution toward the expenses of the Union incurred in negotiating and administrating this Agreement.
- 3.2: As conditioned by law, bargaining unit employees paying the service fee and bargaining unit employees who are or become members of the Union shall sign a dues deduction authorization card and forward it to the Employer. After receiving a signed authorization to do so, the Employer will deduct from the pay of each employee the monthly Union dues, fees, assessments or bargaining unit service fees. The deduction shall be made on a monthly basis and shall be forwarded to the Union office within 30 days after such collections have been made. Such sums shall be accompanied by a list of employees from

whose pay dues or service fees have been deducted, and the amount deducted from each, and by a list of employees who have authorized such deductions, and from whom no deductions were made and the reason therefore.

- 3.3: Bargaining unit members paying the service fee provided for herein may object to the use of their service fee for matters not permitted by law. The procedure for making such objection is that officially adopted by the Union.
- 3.4: Employees who fail or refuse to share in the Union expenses incurred in negotiating and administering the Collective Bargaining Agreement as required by this Article, after having waived or exhausted any internal union appeal procedure and/or related judicial action, shall be discharged from employment as conditioned by law. Prior to such discharge, the Union shall bring an action in a court of competent jurisdiction against the Employer and the affected employee seeking specific performance of the discharge requirement of this contract. In such proceeding the Union shall not request that the Employer pay any damages, costs, interest or attorney fees.

ARTICLE IV REPRESENTATION

- 4.1: The employees shall be represented by a bargaining committee of not more than three (3) members consisting of a President, Vice President, and a Secretary. This committee shall be selected in any manner determined by the Union.
- 4.2: In addition to the foregoing, the Union shall have an alternate steward who will perform the duties of the steward only in the absence of the steward.
- 4.3: When it is necessary for the Union Officers to perform their duties as Union representatives, they will, with the prior permission of the Employer, be permitted to leave their assigned work and will be compensated at their regular pay for the regular day at the straight time hours. Such permission will not be unreasonably denied.
- 4.4: The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.
- 4.5: Visits by Union Representatives. The Employer agrees the accredited representatives of the Police Officers Association of Michigan (POAM) shall have reasonable access to the premises of the Employer during working hours, to conduct Union business pertinent to the facility. This privilege is extended with the understanding that prior clearance for visits must be obtained from the Employer before access to the premises is permitted. Such clearance will not be unreasonably denied.

- 4.6 The Employer shall notify the Union President regarding matters pertaining to (a) the collective bargaining contract; (b) written discipline, suspension, or discharge; and (c) changes in policies and procedures.

ARTICLE V
SPECIAL CONFERENCES

- 5.1: Special conferences for important matter's (not grievances) will be arranged between the Union representatives and the Court representatives upon request of either party. At such meetings there shall be not more than five (5) representatives of each party.
- 5.2: Arrangements for such Special Conferences shall be made in advance and the agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special Conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The Union shall submit their request to the Employer and the Employer shall submit their request to the chairman of the Union.
- 5.3: Conferences shall be held at a mutually agreed time. Those employees representing the Union shall not lose any time or pay for time spent in such conferences.

ARTICLE VI
GRIEVANCES

- 6.1: Definition of a Grievance. A grievance shall mean a complaint by an employee in the bargaining unit which he believes to be in violation or misinterpretation of any of the provisions of this Agreement. The term employee shall also mean a group of employees having the same grievance.
- 6.2: It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the following procedure provided that the grievance is filed in writing within ten (10) working days of its occurrence or within ten (10) working days from a pay day, if it is a compensation matter.

Discharges may be appealed directly to Step 3 of the grievance procedure. It is understood between the parties that any of the time periods hereinafter provided may be extended by mutual written agreement, and further, that working days shall not include Saturdays, Sundays, and holidays. The time period for responding to grievances shall be extended if the responding party is absent from work for a business related purpose in an amount equal to the working days the responding party is absent.

6.3: The proceeding at every step in the grievance procedure shall be informal and technical rules of evidence shall not apply. It shall not be necessary to make a stenographic or other record of any proceedings at any step in the grievance procedure; either party may request and arrange for a record to be made but such party shall pay the entire cost incurred thereby. If a grievance results in an employee being entitled to back pay for time lost from Court employment, the amount of such entitlement shall be computed at the employee's regular rate of compensation for the time lost, exclusive of overtime, less any compensation received by the employee for work performed for any other employers during the period in which the time was lost. Any employee and his Union representative, or the Union representative acting alone, but on behalf of the employee, shall first discuss the grievance with his immediate supervisor who will attempt to adjust it.

Step 1. If the grievance is not resolved by oral discussion, the employee's representative may, within ten (10) working days of said discussion, present the grievance in writing to his immediate supervisor. The employee and the representative shall sign grievance forms. The grievance forms must indicate a statement of the grievance and the facts upon which it is based and citing the alleged violation of this Agreement, the Article and section of the Agreement violated, the date of the violation, the signature of the grieving employee, the date signed and the remedy or correction requested.

Step 2. If the grievance has not been satisfied in the first step, the employee may present the grievance to the Chief Judge or a designee within five (5) working days. Such appeal will be filed with the Chief Judge or a designee. The Union shall not have more than three (3) representatives and not more than three (3) court representatives will attend. Upon receipt of this appeal by the Chief Judge or a designee, the Chief Judge or designee shall arrange a meeting with the Union within ten (10) working days. The Chief Judge or designee shall render a decision within ten (10) working days of the date of the last meeting with the Union. The scope of the grievance cannot be changed after the Step 2 meeting.

Step 3. If the grievance is still unresolved after the above step and the grievance relates to the interpretation, application or enforcement of this Agreement or any supplementary agreement and which has been processed through Step 2 of the grievance procedure as herein provided, it may be submitted to arbitration in strict accordance with the following:

A) Effective July 2, 2001, Mark Glazer and Bob McCormick are designated as arbitrators. Within thirty (30) calendar days of the Employer's Step 2 response, arbitration shall be invoked by written notice to either Arbitrator, who will make a determination of the dispute.

- B) The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:
- 1) Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement;
 - 2) Granting any wage increases or decreases;
 - 3) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement;
 - 4) The arbitrator shall be without authority to require the Court to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or State Constitution the Court cannot delegate, alienate or relinquish.
 - 5) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.
 - 6) There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, the employee or employees, and on the Union.
 - 7) In the event a case is appealed to the arbitrator and it is found that the arbitrator has no power to file on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
 - 8) The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

ARTICLE VII
DISCHARGE OR SUSPENSION

- 7.1: The Employer agrees that upon discharge or suspension of any employee it shall promptly notify the Union President, in writing, of the event.

- 7.2: The employee will be allowed to discuss the discharge or suspension with the Union President and/or designated representative, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. Upon request, the Employer will discuss the matter with the employee and the Union President.
- 7.3: Should the employee consider the discharge or suspension to be improper, a grievance shall be presented, in writing, through the Union President and/or designated representative to the Chief Judge or to the Chief Judge Pro Tem in the absence of the Chief Judge within ten (10) days of the event. The Chief Judge or the Chief Judge Pro Tem in the absence of the Chief Judge in charge will give a written answer within ten (10) days after receiving the grievance. If the decision is not satisfactory to the Union, a meeting between the Court Administrator, the Chief Judge and the President and/or designated representative for the Union and the grievant, if the Union so desires, shall take place within ten (10) days from the date such meeting is requested by the Union. If the matter is not resolved at this meeting, the Union may submit the grievance within thirty (30) days to final and binding arbitration.

Effective July 1, 2001, either Mark Glazer or Bob McCormick shall serve as arbitrator.

- 7.4: In imposing any discipline on a current charge, the Employer will not take into account any prior minor infraction in the course of employment with the District Court which occurred more than three (3) years previously.
- 7.5: No employee shall be disciplined or discharged except for just cause. The Employer agrees that in carrying out this function, it will impose discipline in a progressive manner intended to be corrective rather than punitive. The agreement to use progressive discipline does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense.
- 7.6: In the event it should be decided by the Employer or under the grievance procedure that the employee was unjustly disciplined, the written notice of the suspension, discharge or discipline shall be removed from the employee's personnel file and an amended notice inserted unless there is to be no disciplinary action.
- 7.7: The members shall have the right to review their personnel file at any reasonable time. The members shall be furnished a copy of any new entry pertaining to disciplinary matters.

ARTICLE VIII
STRIKES AND LOCKOUTS

- 8.1: The parties of this Agreement recognize the service of governmental agencies and the duty of the Employer to render continuous service to the citizenry. Therefore, the Union and those employees represented by the Union agree not to call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, sit down, slow down, or any other interference with the conduct of the business of the Employer. The Employer agrees that it shall not lock out its employees.

ARTICLE IX
SENIORITY

- 9.1: Probationary Employees
- A) A new employee shall be a probationary employee without seniority until he has completed one hundred eighty (180) days of work. At the Employer's discretion, an additional one hundred eighty (180) day probationary period may be added, before seniority is recognized. At the end of this period, he shall be terminated or entered into the Seniority List of the Employer as of the first day of employment, except that temporary and part time employees shall not acquire seniority. A probationary employee may be laid off or terminated at the discretion of the Employer without recourse to the grievance procedure, except probationary employees laid off or terminated for Union activity. A probationary employee laid off during his probationary period, but who has been rehired within ninety (90) days from the last day worked, will have added on, all time worked towards the completion of his probationary period.
- B) A probationer who completes his probationary period in the manner of Section A shall be credited with the number of days worked during said probationary period, for the purpose of determining date of employment on the unit-wide Seniority Lists. Any probationary employee hired after ninety (90) calendar days after his last day worked, will be considered as a new employee and will begin a new probationary period.
- C) Employees presently employed by the Employer who have accrued seniority with the former Municipal Court of Dearborn, shall carry said seniority with the present Employer.
- D) The probationary period shall be extended, on a day by day basis, for each full day not worked by the employee for any reason.
- 9.2: Seniority is defined as the employee's length of employment since his last date of hire with the Employer as provided in Section 9.1A and 9.1B of this Article.

For new employees and employees hired after this Agreement becomes effective, the following shall prevail:

- A) Each employee, upon completion of his probationary period, shall be placed on the Seniority List. Each employee shall be placed on the List of Classifications therein. In the event hire dates are the same, the employee's seniority date shall be determined by lottery.
- B) Temporary employees shall not acquire seniority on either list. Temporary employees shall not be used to erode the bargaining unit. Temporary employees will not be used to permanently replace regular employees nor work during the overtime period of regular employees unless all the regular employees have been given the opportunity to work the overtime period.

9.3: Loss of Seniority. Seniority shall be broken and forfeited if an employee:

- A) Quits or retires.
- B) Is discharged and the discharge is not reversed through the grievance procedure.
- C) Is absent for three (3) days without notifying the Employer, unless it is physically impossible for her/him to do so.
- D) Fails to return on recall.
- E) Performs no work for a period of eighteen (18) months, or the length of the employee's seniority, whichever is less.
- F) Separates upon a settlement covering total disability.

ARTICLE X

LAYOFF AND RECALL PROCEDURE

10.1: Layoff. When there is a reduction in the work force, the following shall govern: (This shall not prevent the Union and the Court from negotiation of a reduced work week.)

- A) Temporary or part-time employees will be laid off in any order, providing the remaining seniority employees are able to perform the work with normal instruction and supervision.
- B) Probationary employees are the next to be laid off, in any order, providing the remaining seniority employees are able to perform the work.

- C) If it is necessary to lay off additional employees, they will be laid off in seniority order, providing the remaining seniority employees are able to perform the work with normal instruction and supervision.
- D) The Employer shall give fourteen (14) calendar days notice to the Union prior to any layoff and fourteen (14) calendar days notice to an employee about to be laid off.

10.2: Laid off employees will be placed on a lay off reemployment list for a period of twenty four (24) months. The laid off employee must inform the Employer of the employee's address and contact information while on a lay off reemployment list. Recall of seniority employees will be in reverse order of lay-off. Employees who are on the Lay-off List shall be sent a notification of reemployment which will be served by registered mail or certified mail. The employee will have fourteen (14) calendar days from the date of the mailing of the notice within which to return to the employment of the Court. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall. Notice to last known address of the laid off employee will be deemed sufficient.

ARTICLE XI **PROMOTIONS**

11.1: The employees covered by this contract will be considered for promotion based on their ability to perform the duties of the higher classification and length of service with the 19th District Court. However, it is understood that although ability and length of service will be considered, the final decision rests with the Employer.

The Employer shall post open positions for ten (10) calendar days, both unit and non unit, at the Court. Unit employees who meet posted minimum qualifications may apply as set forth in the posting. All qualified applicants will be interviewed.

11.2: Upon obtaining a promotion, one will be granted a six (6) month probationary period to determine the ability to perform the job.

During the probationary period, employees will receive the appropriate rate for the job they are performing. The appropriate rate will be the rate in the new classification that affords the employee an increase in salary.

11.3: In the event the applicant, after serving the probationary period, is denied the promotion, reasons for the denial shall be given in writing to the employee and a copy to the local Union president.

- 11.4 If an employee does not successfully complete the probationary period, the employee may return to his or her previous job classification if the Employer determines a vacancy exists, and if no such vacancy exists, the employee will be placed on a reemployment list as provided in Article X, Section 2, unless the employee has been terminated.
- 11.5: Provisional Assignments. If an employee is assigned the duties of a higher classification, for more than thirty consecutive days to replace an absent employee, he/she shall be compensated at the rate of the higher classification for time worked, at the entry rate of pay.

ARTICLE XII
NEW CLASSIFICATIONS

- 12.1: When a new classification is established by the Employer, the parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question may be submitted to the Michigan Employment Relations Commission for determination.
- 12.2: If the new classification is determined to be in the bargaining unit, the parties will negotiate a suitable wage rate for the particular classification, and to establish the rate at an appropriate place in the wage structure.

ARTICLE XIII
MANAGEMENT RIGHTS

- 13.1: The Union recognizes the right of the Court to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the conditions set forth in this Agreement.
- 13.2: Except for those rights that have been granted to the bargaining unit, all other rights which ordinarily vest in and are exercised by employers, except as provided herein, are reserved to and remain vested in the Court, including but without limiting the generality of the foregoing the right:
- A) To discipline and discharge for just cause; and the employee may exercise his rights under the terms of this Agreement, and any applicable State laws applying to Veterans.
 - B) To lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Court.

- C) To establish reasonable work rules, and determine reasonable schedules of work which shall include the starting time and the quitting time.
- D) To manage the Court efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials, or methods of operation.
- E) To classify positions based upon assigned duties and responsibilities, and to reclassify positions as a result of changes in assigned duties and responsibilities. It is understood by the Union and the Court that every incidental duty under the classification, title, and as enumerated in the job description, is not always specifically described within the classification. It is intended, however, that all incidental duties implied in the job description shall be performed by the employee, and when the statement "Performs related work as required" is used, it shall be broadly construed. The term "broadly construed" shall not be relied upon to the extent that it would change the original concept of the classification.
- F) To determine when overtime work is required, and to schedule such overtime consistent with the terms of the Agreement.
- G) The right of contracting and subcontracting is vested in the Court. In the event of a decision to contract or subcontract, the Court will negotiate upon the request of the Union concerning the impact thereof as required by law.
- H) To take whatever actions are necessary in situations of emergency to perform the functions of the Court.
- I) The Court and City of Dearborn shall have the responsibility to administer pay and fringe benefit plans, and shall include the right to establish the interval of the pay period.
- J) To direct the work force, assign work, and determine the number of employees assigned to operations.
- K) The Court and City of Dearborn shall have the responsibility for administering the provisions relating to an applicable Retirement Plan.
- L) To prepare employee evaluations which will be made a part of the employee's personnel file.

ARTICLE XIV
GENERAL PROVISIONS

- 14.1: The Employer agrees to provide the Union with a bulletin board, which will be used to post Union activities and notices. Notices of the following types may be posted:
- A) Notice of Union meetings, social, and recreational activities.
 - B) Notice of Union election.
 - C) Results of Union election.
- 14.2: The Union will be informed in writing of any present or future work rules before they become effective.
- 14.3: The Union shall have the right to request a special conference on any working condition affecting the health and safety of an employee or employees, and may be subject to the grievance procedure.
- 14.4: Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying his provision of the Agreement. To the extent permitted by law, all claims, charges, or complaints of unlawful discrimination must be raised and resolved, if at all, through Article VI, the grievance/arbitration procedure.
- 14.5: At no time will the average weekly hours worked by the part-time general clerical employees exceed two hundred forty (240) hours per week.
- 14.6: The term "employee" referred to in this Agreement shall be those employees covered by this Agreement.
- 14.7: Employees are expected to report to work on time and to observe working hours that have been established. Employees will be at their stations and ready to work at the start of the work day.
- 14.8: The Union shall be permitted the use of office machines provided that the union uses its own supplies.
- 14.9: In order to obtain a position in the 19th District Court covered by this Agreement, one must meet the residency requirements as established by the Employer.

14.10: The Employer shall provide and satisfactorily maintain an employee lounge, restroom and adequate parking facilities.

**ARTICLE XV
WAIVER CLAUSE**

15.1: 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.

15.2: Therefore, the Court and the Union, 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 or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XVI
SEVERABILITY CLAUSE**

16.1: If any Article or Section of this Agreement, or any Supplemental Agreement 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 should be restrained by such Tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XVII
HOURS OF WORK**

17.1: The regular workweek shall be forty (40) hours, with one (1) hour unpaid lunch. The fact that a pay period is not based on days worked between Monday and Friday will have no bearing on overtime. The Court may establish different starting and quitting times among the various employees and classifications. Flexible scheduling is a mutually-desired concept. The Court reserves the right to schedule some or all employees on ten (10) hour shifts, four (4) consecutive days per week, after prior consultation with the Union. The Court shall first seek volunteers, but reserves the right to require such scheduling, according to inverse job classification seniority, for no more than ninety (90) calendar days per employee.

17.2: Premium Pay.

- A) All work authorized by the Court Administrator or Chief Judge in excess of the regularly scheduled forty (40) hours work week shall be compensated at one Hundred Fifty percent (150%) of the normal pay rate, except as otherwise provided in this Agreement.
- B) If an employee reports for work as scheduled, and is sent home, other than for illness or fault of the employee, the employee shall be guaranteed a minimum of four (4) hours pay at their normal rate.
- C) If an employee is called from their home for overtime work; they will receive a minimum of four (4) hours of pay at the established overtime rate.
- D) The employee may have the option of receiving payment in cash or compensatory time off with the Employer's approval. Compensatory time must be taken within sixty (60) days after it is earned. The appointing authority shall not unreasonably withhold approval of compensatory time off, however, if the time off cannot be granted within sixty (60) days, cash payment shall be made.

17.3: There will be two (2) fifteen (15) minute relief periods -- one in the a.m. and one in the p.m. Additional relief of fifteen (15) minutes for any four (4) hour increment of overtime will be granted.

17.4: Overtime will be on a rotation basis according to Seniority and will be equalized among all employees in the bargaining unit, it being understood that the employees must be qualified to perform the work involved. A "no" answer constitutes a turn, and hours refused will be counted as hours worked in equalizing overtime.

17.5 In the employer's discretion, the pay period may become Sunday through Saturday.

ARTICLE XVIII
LEAVE WITH PAY

18.1: Trade, Professional, Veterans and Labor Conferences. Employees may be granted a Leave with Pay for a period up to five (5) calendar days in cases where the time off is for the purpose of attending trade or professional conferences that would be in relation to the employee's work, or the time off may be granted when the request is for not more than two (2) accredited delegates to attend a Veteran's or Labor convention.

18.2: Michigan National Guard or Armed Forces Reserve. Employees who are members of the Michigan National Guard, or any other Federally recognized reserve component of the Armed Forces, may be granted Leave with Pay for a period covered by ten (10) work days subject to the following conditions:

- A) The amount of compensation due the employee shall be the difference between his regular salary for the ten (10) work day period, and the amount paid to him by the Government for a like period provided, however, that any sums representing allowances shall be excluded from the computation.
- B) Such Leave may be granted only once in any twelve (12) month period.
- C) This leave will apply only to permanent employees who have served at least ninety (90) days.

18.3: Funeral Leave. Employees shall be entitled to four (4) work days per funeral to make preparation for and attend the burial and funeral of an immediate member of his or her family within three hundred (300) miles of the City of Dearborn. An immediate member of the family for this purpose shall be deemed a husband, wife, children, step-children, parents, parent's siblings, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, foster parents, stepfather, stepmother, stepbrothers, and stepsisters. He or she shall also be entitled up to three (3) work days for the funeral of grandparents-in-law, or grandchildren if within three hundred (300) miles of the City of Dearborn. One (1) additional work day for travel will be given for funerals over three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated leave time. The additional time is subject to the approval of the Chief Judge or his/her representative. If an employee's current spouse, child, or stepchild who resides in the employee's home, dies, the employee, upon written request, will be granted an additional five (5) work days leave, with pay charged against the employee's accumulated leave.

18.4: Jury Duty Pay. Whenever an employee is called for Jury Duty before any Court, the employee may be granted one-half (½) day Leave with Pay for initial appearance before the Jury Commission, and an additional Leave with Pay subject to the following conditions:

- A) Employee who serves on jury duty will be paid the difference between the pay for jury duty and the basic rate of pay. The Employee will receive his or her regular pay but must submit the jury duty pay received to the funding unit through the Court Administrator.

B) The employee must furnish the appointing authority with adequate proof that he/she reported for such jury duty before a Court entitled to impanel a jury.

C) Jury Duty shall be considered as time worked.

18.5: The provisions of subsection 18.5 contained in the July 1, 2004 – June 30, 2007 contract, remained in full force and effect to and until the implementation of the PTO program, below set forth in Article XXI.

ARTICLE XIX
SICK AND DUTY DISABILITY LEAVE

19.1: The provisions of Article 19 contained in the July 1, 2004 – June 30, 2007 contract, remained in full force and effect to and until the implementation of the PTO program, below set forth in Article XXI.

ARTICLE XX
LEAVES WITHOUT PAY

20.1: Reasons for Leave Without Pay. An employee may be granted a Leave of Absence without compensation for reasons that would be sufficient to justify granting of such leave, among which would be:

A) Induction or enlistment into the Armed Forces during the time of war or the duration of such service.

B) Physical disability.

C) For the purpose of continued education in a related field to his employment.

D) For personal reasons in which the total time involved would be for less than thirty (30) days.

20.2: Regulations Regarding Leaves of Absence.

A) In accordance with applicable law, any employee returning from a leave granted to enter the Armed Forces shall apply for restoration to his former position within ninety (90) days after his discharge.

B) Any uncompleted training period shall be completed upon return from a leave as herein granted.

- C) An employee shall submit to such physical examination as shall be necessary to determine his fitness to resume his former duties.
- D) An employee granted Leave of Absence hereunder shall be returned to his/her former position on the expiration of the leave, or before the expiration if there is a mutual agreement between the employee and the appointing authority.
- E) Any employee still serving a probationary period, who has been granted a Leave of Absence, shall have the length of his probationary period extended for the period of the Leave of Absence, but not for a period that would be greater than the length of the probationary period.
- F) Any employee who is absent from duty for three (3) consecutive work days, other than for leave without a specific grant of Leave of Absence shall be deemed to have resigned and to have vacated his position.
- G) The failure of an employee to report at the expiration of an approved Leave of Absence shall be deemed an Absence Without Leave and the employee will be subject to immediate termination.

20.3: Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family Medical Leave Act, and the Employer reserves its rights to implement and administer said Act.

ARTICLE XXI
PAID TIME OFF (PTO)

21.1: PTO Schedule. Every regular full-time employee after completing six (6) months of service shall be entitled to PTO with Pay in accordance with the following schedule, to be implemented as soon as feasible following adoption of this Agreement by the City Council:

A. Vacation, sick, and personal days are replaced by the schedule below:

<u>Years of Service</u>	<u>Monthly Pro-rata Allowance That will Total</u>
Up to 5 years of service	21 work days per year
After 5 years and up to 10 years	24 work days per year
After 10 years and up to 15 years	28 work days per year
After 15 years and up to 20 years	31 work days per year
After 20 years	34 work days per year

- B. Employee can roll over up to 60 days of PTO from year to year. Days 61-70 will be paid at 100%. Days 71+ will be forfeited on a calendar year basis.
- C. Employees participating in the Flexible Benefits Plan may buy or sell up to 5 PTO days per year through the Plan.
- D. For current sick leave bank balances: Lock in current balance and keep for payout at retirement per labor contract and/or use for illnesses exceeding five consecutive work days (see attached policy).
- E. As of initial conversion to PTO:
 - Vacation days transfer on a 1-for-1 basis
 - Sick days transfer on a 2-for-1 basis (i.e., 10 sick days = 5 PTO days). A maximum of 10 sick days may be converted.
 - Personal days transfer on a one for one basis unless conversion occurs at the start of the fiscal year when personal leave banks are zero.
- F. Each fiscal year after conversion, employees may opt to transfer up to a maximum of ten (10) unused sick days to the PTO bank on a 2 for 1 basis (i.e., 10 sick days = 5 PTO days).
- G. PTO usage will be recorded as either scheduled, if the time off was approved at least one day in advance, or unscheduled, if the time off was called in or approved the same day it occurred.
- H. At voluntary separation, death, or retirement, unused PTO will be paid in full (100%) at the employee's then-current rate of pay. The maximum cash-out cannot exceed ninety-four (94) PTO days in the year of voluntary separation, death or retirement.

I. PARTICIPATION

All bargaining unit employees must participate in the PTO program.

21.2: General Regulations.

PTO shall continue to accrue when the employee is receiving a full salary on a Duty Disability Leave or Personal Sick Leave. Employees entitled to time off for Legal Holidays shall not have such time charged as PTO time when the Holiday falls during a vacation period.

- 21.3: Retiree Accumulation. Retirees will receive cash payment not to exceed PTO maximum and will not be able to remain on the rolls and run out accumulated PTO.

ARTICLE XXII
HOLIDAY PROVISIONS

- 22.1: The following are determined to be holidays with pay and shall be allowed all employees with full-time status, including probationary employees.

New Year's Day, January 1;
Martin Luther King Jr., Day, the third Monday in January;
Presidents' Day, the third Monday in February;
Good Friday, the Friday preceding Easter Sunday;
Memorial Day, the last Monday in May;
Independence Day, July 4;
Labor Day, the first Monday in September;
Veteran's Day, November 11;
Thanksgiving Day, the fourth Thursday in November
Friday after Thanksgiving Day;
Christmas Eve Day, December 24
Christmas Day, December 25
New Year's Eve Day, December 31

- 22.2: A. Provided further, that any employee on leave without pay on scheduled work days immediately preceding or succeeding holidays shall not be entitled to time off with pay for such holiday.
- B. An employee on an approved leave of absence shall be paid for holidays only if on paid status when the holiday occurs.
- 22.3: When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on a Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on a Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

**ARTICLE XXIII
LONGEVITY PAY**

23.1: Longevity Pay Schedule.

Years of Service Completed on Anniversary Date	7/1/03	7/1/05
5 through 9 years	\$ 1,200 max*	\$1,200 max*
10 through 14 years	1,800	2,000
15 through 19 years	2,000	2,200
20 through 24 years	2,200	2,400
25 years and over	N/A	2,600

*Employees hired after 7/1/00 are eligible for longevity upon ten (10) years of service completed.

23.2: Waiver

The Court and the Union, and the Union on behalf of those unit employees it now or in the future represents, expressly agree that each party, in consideration for the wages, hours, terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation any issue constituting a change or modification in the 5-9 years of service longevity amount for employees hired after July 1, 2000, for a consecutive period of ten (10) years from July 2, 2000 through June 30, 2010. It is specifically understood and agreed that neither party, for said ten (10) years, shall have any obligation to bargain over said amount (which is \$0).

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, or any court of competent jurisdiction, shall not have any authority to require either party to bargain concerning any proposal to amend, change, or modify said amount.

The Court and the Union agree that this Section 23.2 remains in full force and effect until June 30, 2010, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this Section shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 2010.

23.3: Administrative Regulations.

- A) The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority.

- B) To be eligible for longevity pay, the employee must have a satisfactory working record for the twelve (12) months previous to the employee's anniversary date. Longevity will be paid in the first full pay period following the employee's anniversary date.
- C) Employee's longevity payments shall be reduced by 1/12 for that year for each full month the employee is off the payroll two months or more in that calendar year.
- D) For purposes of final average compensation calculations, longevity will be pro-rated over the applicable three year final average compensation period, regardless of when longevity payments were actually received.
- E) Longevity will be paid on the employee's anniversary date versus December of each year. The first payment will reflect pro rating the employee's longevity payment from December 2009 until their anniversary date.

23.4: Time of Payment. The longevity pay amount awarded will be paid effective the first full pay period following the employee's anniversary date.

23.5: Employees who are on paid leaves of absence or Worker's Compensation shall be considered as on the payroll.

23.6: Prorated Payment on Retirement or Death. Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from the anniversary date of employment to the date of retirement, providing they have retired under one of the following conditions:

- A) A service retirement after 25 years of service.
- B) A deferred service retirement after 25 years of service.
- C) A service retirement after age 60.
- D) A duty or non-duty disability retirement.

If an employee dies during the year, then his beneficiary shall receive at the time of death, a prorated portion of the annual longevity payment based upon the number of months in pay status and on the payroll from anniversary date to the date of his death. All payments are subject to applicable tax laws.

ARTICLE XXIV
HEALTH AND DENTAL BENEFITS

- 24.1: Bargaining Unit employees shall receive health, dental, and flexible benefits as detailed in Attachment C, and incorporated herein by reference. The provisions of Attachment C. will take effect as soon as administratively practicable after adoption of this Agreement by City Council.

ARTICLE XXV
LIFE INSURANCE COVERAGE

- 25.1: For the life of this contract, the City will maintain the benefits as set forth in the current policy with Hartford. The City reserves the right to change carriers, or self-insure, at its discretion.

ARTICLE XXVI
MISCELLANEOUS FRINGE BENEFITS

- 26.1: Education Tuition Reimbursement. It was agreed between the parties of this Agreement that the policies and practices of the control unit (City of Dearborn) regarding tuition reimbursement are incorporated as a part of this Agreement, and any improvements that may be made concerning such programs shall be made a part of this Agreement.
- 26.2: Mileage Allowance. It was agreed between the parties of this Agreement that the policies and practices of the control unit (City of Dearborn) regarding mileage allowance are incorporated as a part of this Agreement, and any improvements that may be made concerning such programs shall be made a part of this Agreement.
- 26.3: Clothing and Maintenance Allowance. Effective July 1, 1998 employees in the Court Officer classification shall be paid an annual clothing and maintenance allowance of Six Hundred Dollars (\$600.00). The annual allowance shall be prorated on the basis of a quarterly allotment of One Hundred Fifty Dollars (\$150.00) and paid at the end of each quarter
- 26.4: Retirement Benefits. Retirement benefits shall be in accordance with the terms outlined under Chapter 22 of the City Charter, General Employees Retirement System, City of Dearborn, with revisions as adopted by City Ordinances or as negotiated. The Funding Unit has the right to have the plan administered as it deems appropriate and may choose to have the plan administered by the Municipal Employees' Retirement System of Michigan.
- A) All employees hired on and after January 1, 2002 (Ordinance #03972) must only participate in the Defined Contribution Plan.

Existing employees as of December 31, 2001 may continue to participate in the Defined Benefits Plan, or may move to the Defined Contribution Plan as otherwise provided.

B) For purposes of final average compensation calculations, back pays will be allocated to the time at which the compensation would have been paid.

26.5: Effective July 1, 1995, permit withdrawal of accumulated contributions without penalty at retirement.

26.6: Effective July 1, 1994, remove Social Security offset.

26.7: Optical: The Employer shall provide the Blue Cross/Blue Shield 24/24/24 optical plan, up to and including family coverage. Coverage shall begin the first of the month following thirty (30) days of employment.

26.8: Unit employees are not covered by City's Civil Service Rules.

26.9: Unit employees cannot purchase military service credit.

26.10: New full-time unit employees must purchase, if at all, part-time pension service credit (if otherwise eligible) within 2½ years of hire.

26.11: An employee retiring on a duty or non-duty disability pension cannot have a beneficiary other than a current spouse.

ARTICLE XXVII **CLASSIFICATIONS AND RATES OF COMPENSATION***

Wages:

27.1 **Wages and Classifications**: Effective July 1, 2007 – June 30, 2010:

- Step increases take effect the first full pay period following the anniversary date, annual increases July 1 of each year.
- In the Employer's discretion, the hourly rates may be rounded to the nearest five (5) cents.
- Commencing February 1, 2010, an employee's upward progression in step compensation is dependent upon that employee's receipt of an acceptable performance evaluation.

- Step increases will be automatically processed by HR and Payroll unless it is expressly reported to HR and Payroll that an employee's performance evaluation does not warrant a step increase.

July 1, 2006

Classification	Start	Year 1	Year 2	Year 5	Year 10	Year 15
Deputy Court Clerk II	\$38,628					
Administrative Secretary	\$23,728	\$25,109	\$26,488	\$29,798	\$33,110	\$36,421
Deputy Court Clerk I	\$23,728	\$25,109	\$26,488	\$29,798	\$33,110	\$36,421
	Start	Year 1	Year 2	Year 3	Year 4	
Court officer (red-circle Robert Ferrara at \$41,715)	\$32,514	\$33,391	\$34,265	\$35,142	\$37,100	

July 1, 2007

Classification	Start	Year 1	Year 2	Year 5	Year 10	Year 15
Deputy Court Clerk II	\$39,014					
Administrative Secretary	\$23,965	\$25,360	\$26,753	\$30,096	\$33,441	\$36,785
Deputy Court Clerk I	\$23,965	\$25,360	\$26,753	\$30,096	\$33,441	\$36,785
	Start	Year 1	Year 2	Year 3	Year 4	
Court officer (red-circle Robert Ferrara at \$41,715)	\$32,839	\$33,725	\$34,608	\$35,493	\$37,471	

July 1, 2008

Classification	Start	Year 1	Year 2	Year 5	Year 10	Year 15
Deputy Court Clerk II	\$39,404					
Administrative Secretary	\$24,205	\$25,614	\$27,021	\$30,397	\$33,775	\$37,153
Deputy Court Clerk I	\$24,205	\$25,614	\$27,021	\$30,397	\$33,775	\$37,153
	Start	Year 1	Year 2	Year 3	Year 4	
Court officer (red-circle Robert Ferrara at \$41,715)	\$33,167	\$34,062	\$34,954	\$35,848	\$37,846	

July 1, 2009

Classification	Start	Year 1	Year 2	Year 5	Year 10	Year 15
Deputy Court Clerk II	\$39,798					
Administrative Secretary	\$24,447	\$25,870	\$27,291	\$30,701	\$34,113	\$37,525
Deputy Court Clerk I	\$24,447	\$25,870	\$27,291	\$30,701	\$34,113	\$37,525
	Start	Year 1	Year 2	Year 3	Year 4	
Court officer (red-circle Robert Ferrara at \$41,715)	\$33,499	\$34,403	\$35,304	\$36,206	\$38,224	

First full pay as soon as practicable following City Council adoption

Grade	Code	Title	Steps						
			1	2	3	4	5	6	7
19B	11015	Court Clerk I	27,660	28,515	29,393	30,302	31,237	32,200	33,194
	11019	Court Assistant							
19C	11017	Court Clerk II	29,598	30,511	31,450	32,421	33,422	34,452	35,516
	11020	Court Associate							
19D	11021	Court Clerk III	31,669	32,646	33,653	34,691	35,762	36,865	38,002
	11022	Court Technician							
19E	11023	Court Clerk IV	33,885	34,931	36,009	37,120	38,266	39,445	40,662
	11011	Court Officer							

* Subject to mathematical confirmation by Human Resources Department

**ARTICLE XXVIII
CONFERENCES AND WORKSHOPS**

- 28.1: The Employer may provide the opportunity for the employees to attend conferences and workshops available that are related to the operation of the courts.
- 28.2: Authorized expenses will be paid in accordance with funding unit policies.

**ARTICLE XXIX
NEGOTIATION MEETINGS**

- 29.1: With respect to negotiation meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiation teams for both sides are substantially even in terms of number of members.
- 29.2: Accordingly, the parties agree that, in future negotiations, neither the Employer's team nor the Union's team will exceed four (4) in number. The Employer agrees that negotiations will be conducted during usual working hours on the Employer's premises, without loss of pay to the Union's negotiators.

ARTICLE XXX
TERMINATION AND MODIFICATION

30.1 This Agreement shall continue in full force and effect until June 30, 2010.

- A) If either party desires to terminate or modify the Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination or modification. If neither party shall give notice of amending as hereinafter provided, or if each party giving a notice of termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

- B) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of the agreement.

30.2: IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2010.

**FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN:**

Thomas Griffin
Business Agent

**FOR THE 19TH JUDICIAL
DISTRICT COURT:**

Honorable Mark Somers
Chief Judge

Gary W. Dodge
Court Administrator

**FOR THE 19TH DISTRICT COURT
EMPLOYEES ASSOCIATION:**

Attachment A

19TH DISTRICT COURT BARGAINING UNIT PENSION

Effective January 1, 2002:

A) FEATURES OF DEFINED CONTRIBUTION PLAN (pre-tax employee contribution)

1. Employees must contribute 2% of pay, and City must contribute 4% of pay.
2. For each additional 1% of pay (up to a combined total of 5%), City will contribute 1.33% of pay.
3. Employee contributions above 5% of pay will not be matched by City. Maximum City contribution is 8% of pay.
4. Vesting after 5 years. Includes employee service prior to conversion date.

B) PARTICIPATION

1. All unit employees hired on and after January 1, 2002 must only participate in the City's Defined Contribution Plan ("DC Plan").
2. All unit employees have an opportunity to join DC Plan when they are service capped under the Chapter 22 Defined Benefit (DB Plan). The employee must elect to defer their DB Pension and select the DC Plan within the 6 months following the service cap.
3. An election into the DC Plan is an irrevocable decision.

C) OTHER

1. Other terms and conditions as provided in plan description and documents.

Attachment B

FINANCE DEPARTMENT

TO: MAYOR GUIDO

FROM: JAMES J. O'CONNOR, FINANCE DIRECTOR

VIA: VALERIE MURPHY-GOODRICH, HUMAN RESOURCES DIRECTOR DEBRA WALLING, CORPORATION COUNSEL DR. R. K. ARCHER, CHIEF LABOR NEGOTIATOR

SUBJECT: EXTENDED SICK LEAVE ACCESS POLICY

DATE: JULY 3, 2002

Background

Employees who select the conversion to the Paid Time Off program (PTO) can freeze sick days in an 'extended illness bank.' An employee must use five consecutive PTO days before accessing the "extended illness bank." This option was designed to provide coverage to an employee who presented a qualifying event and had to take a leave beyond five days.

The question presented in the meeting today was "what if an employee is diagnosed with a serious illness that results in a series of intermittent treatments, or for some other reason the employee must schedule intermittent work attendance, how would the rule be applied in these circumstances?"

Policy

The intent of the benefit design was to allow an employee who presents a qualifying event to have the opportunity to access the "extended sick bank" after using five PTO days consecutively. However, after our recent discussion, it will also be the policy that an employee who presents a qualifying event that results in intermittent attendance can record the first five days of the leave as PTO days and they may be taken intermittently. The intermittent PTO time may also be recorded in increments as small as fifteen minutes until the employee reaches a total accrual of five PTO days.

In either situation employees should contact the Human Resources Department to request the appropriate paperwork to document their leave under the Family and Medical Leave Act (FMLA) which protects a covered employee's right to a leave provided certain conditions are met. This documentation will satisfy any departmental requirement to provide the family and/or medical documentation necessary to support a variety of leaves which may be intermittent or not. Except for maternity leave or a

leave due to the serious health condition of the employee, the employee cannot access the "extended sick bank." Please see section 10.4 of the Employee Reference Manual for further detailed information regarding the Family and Medical Leave Act.

In the event of a conflict regarding an employee's qualifications for a leave, the Chief Judge has the exclusive authority to deny a leave.

For the purpose of this policy, each qualifying event is considered a separate event and would require the use of 5 PTO days each time before accessing the "extended illness bank."

ATTACHMENT C

HEALTH, DENTAL AND FLEXIBLE BENEFITS

GENERAL

- A. The Employer will make monthly payments for the cost of Health Care Benefits pursuant to the Flexible Benefits Plan for all employees who work in a regular full-time position. The monthly payment shall be made by the Employer for each month that the employee receives some salary or wage as compensation for his/her services. Insurance coverage's shall begin the first of the month following thirty days of full-time enrollment. The basic coverage for self, or self and spouse, or self and family (including only spouse and eligible children) shall be provided through the Flexible Benefits Plan described in this section.
- B. The Employer reserves the right to self insure in lieu of any or all of the below insured benefits so long as the benefit coverage is equivalent to or better than the level of benefits as outlined in this Agreement. The Employer will give advance notice of its intention to self insure, and will, upon request, meet and consult with the Union prior to any modification being made.
- C. Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject.
- D. Employees shall be required to pay for all family continuation and/or young adult riders. Dependents over nineteen years of age and eligible will be continued as a rider paid by the employee. Eligibility is only for IRS recognized dependents. Eligibility ceases December 31 of the year the dependent turns 25 years of age.
- E. The Employer reserves the right to provide additional health coverage programs for the employees' selection. Once selected, the employee must remain in the program for a minimum of one year.
- F. Effective July 1, 1988, married employees who are both employed by the City shall be eligible to elect: an individual single health care benefit for each employee, or one two-person contract. A family must elect family coverage.

NEW EMPLOYEES

All the provisions below are effective for all employees hired on or after this Agreement is ratified by City Council and will be implemented as soon as administratively possible thereafter.

A. Prescription Drug Plan

1. Co-pays will be \$15/\$30/\$60 (generic, brand, specialty)
2. Mandatory generic, step-therapy and prior authorization for Blue Cross Blue Shield plans
3. 90 day supply at 2 times the retail co-pay (mail or at retail pharmacy)

B. High Deductible Health Savings Plan

HMO High-Deductible health insurance plan with a Health Savings Plan feature. Annual contributions into the employees Health Savings Plan Account will be \$1,200.00 (representing a monthly contribution of \$100.00) for a one person coverage and \$2,400.00 (representing a monthly contribution of \$200.00) for two-person or family coverage. This contribution will be deemed an employer contribution. The employee will be immediately 100% vested in their account balance. The account contributions will be tax-free to the employee and will be used to pay for the qualifying out-of-pocket expenses as defined by the Plan Document. Account balances can carry-over year after year and any remaining balance at retirement or upon termination of employment will remain the employee's until the account balance is exhausted.

Benefit Bank Amounts

The City will provide employees an "annual benefit bank amount" in order to purchase medical, drug, dental and vision plans offered by the City:

Single	\$400.00/mo
Two-Person	\$830.00/mo
Family	\$910.00/mo

The "annual benefit bank amount" will be reset for inflation every year at the City's renewal. The "annual benefit bank amount" will be adjusted by applying an inflation factor equal to the renewal rate percentage increase of the health care vendor with the largest number of contracts in the current fiscal year. The bank amount will be rounded up to the nearest \$10 each year.

- C. New hires, hired on or after City Council ratification, have the option to buy up to the Standard Plan.

D. Sponsored Dependent Rider

Employees will no longer be able to elect sponsored dependent coverage as provided under the carrier's "sponsored dependent" rider.

E. Retiree Health Care Plan

Employees under this section will no longer receive insurance benefits at retirement; instead, a Retiree Medical Savings Account ("RMSA") will be established. The City will contribute \$125.00/per month (or \$1,500.00/year) to this account. In addition to the City contribution, a mandatory pre-tax employee withholding equal to \$25.00/per pay (over 24 pays per year or \$600.00/year) will commence upon hire and will be contributed to the employee's RMSA. The account balance attributed to the City contributions will vest upon 5 years of full-time employment with the City; employee contributions will be immediately vested at 100%. Annual contributions cease at Normal Retirement as defined under the City's defined benefit pension plan. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the employee retires or separates from service. When used for qualifying medical expense and in accordance with tax laws at the time of this agreement, the employee does not pay taxes on any contributions, earnings or upon distribution.

EXISTING EMPLOYEES

All the provisions below are effective after Council ratifies this Agreement and will be implemented as soon as administratively possible thereafter.

A. Prescription Drug Plan

1. Co-pays will be \$15/\$30/\$60 (generic, brand, specialty)
2. Mandatory generic, step-therapy and prior authorization for Blue Cross Blue Shield plans
3. 90 day supply at 2 times the retail co-pay (mail or at retail pharmacy)

B. High Deductible Health Savings Plan Option

HMO High-Deductible health insurance plan with a Health Savings Plan feature. Annual contributions into the employees Health Savings Plan Account will be \$1,200.00 (representing a monthly contribution of \$100.00) for a one person coverage and \$2,400.00 (representing a monthly contribution of

\$200.00) for two-person or family coverage. This contribution will be deemed an employer contribution. The employee will be immediately 100% vested in their account balance. The account contributions will be tax-free to the employee and will be used to pay for the qualifying out-of-pocket expenses as defined by the Plan Document. Account balances can carry-over year after year and any remaining balance at retirement or upon termination of employment will remain the employee's until the account balance is exhausted.

- C. Standard Plan Benefit will add per visit co-pays for office visits, emergency room visits and urgent care visits of \$10.00, \$50.00 and \$25.00, respectively.
- D. Existing employees may buy up to other plans if offered.
- E. Benefit Bank Amounts

The City will provide employees one of two "annual benefit bank amounts" in order to purchase medical, drug, dental and vision plans offered by the City:

Coverage Status	Standard Plan Benefit Bank	High-Deductible Plan Benefit Bank
Single	\$500.00/mo	\$400.00/mo
Two-Person	\$1,030.00/mo	\$830.00/mo
Family	\$1,110/mo	\$910.00/mo

employees choosing the High Deductible plan option also receive employer contributions, as stated above, to their Health Savings Plan.

The "annual benefit bank amount" will be reset for inflation every year at the City's renewal. The "annual benefit bank amount" will be adjusted by applying an inflation factor equal to the renewal rate percentage increase of the health care vendor with the largest number of contracts in the current fiscal year. The bank amount will be rounded up to the nearest \$10 each year

- F. Sponsored Dependent Rider

Employees will no longer be able to elect sponsored dependent coverage as provided under the carrier's "sponsored dependent" rider. Current employees with this rider will be grandfathered. If an employee discontinues this rider at any time, they will not be able to re-instate this rider in the future.

FLEXIBLE BENEFITS PLAN

Effective as soon as administratively possible after City Council ratification of this Agreement, all employees will be covered by the following Flexible Benefit Program:

A) PARTICIPATION

All unit employees must participate in the Flexible Benefits program.

B) FEATURES OF THE FLEXIBLE BENEFITS PLAN

1. Pre-tax employee optional purchase, employee-funded on a “use it or lose it” basis:
 - a) Health Care Flexible Spending Account - \$2,000/year maximum
 - b) Dependent Care Flexible Spending Account - \$5,000/year maximum
2. Post-tax employee optional purchase (as available):
 - a) Supplemental earnings-based employee life and AD&D insurance
 - b) Spouse and dependent life insurance
3. City continues to fund existing employee life and vision insurances
4. Buy or sell up to five PTO days/year in 8-hour increments
5. Medical/Dental insurance option:
 - a) City-Provided Health and Dental Banks
 - b) Health Insurance Cash-Out for Flexible Benefits Plan Participants
Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City of Dearborn health insurance coverage. Such waiver will be payable in the employee’s regular paychecks.

The annual amount of cash-out will be \$2,500 for waiving family coverage, \$2,000 for double coverage and \$1,250 for single coverage. Employees must have health insurance coverage through an alternate source and sign up for waiver of coverage through the Payroll Office.

- c) Employees in the Flexible Benefits Plan electing City health insurance coverage that costs less than their City-provided health insurance bank will be eligible for an annual cash-out equal to the difference between the cost of their insurance coverage and their bank, capped at 50% of the amount of cash-out they would have received for waiving City coverage.

For a City employee married to a City employee, a payment of \$625 per year will be payable to the spouse in the Flexible Benefits Plan who does not take the City's medical coverage.

- d) Dental Insurance Cash-Out for Flexible Benefits Participants
Employees participating in the Flexible Benefits Plan will be eligible for a cash-out to waive City of Dearborn dental insurance coverage. Such waiver will be payable in the employees' regular paycheck.

The annual amount of cash-out will be \$400 for waiving family coverage, \$250 for double coverage and \$125 for single coverage. Employees must sign up for waiver of coverage through the Payroll Office.

Employees in the Flexible Benefits Plan electing City dental insurance costing less than their city-provided dental insurance bank will be eligible for an annual cash-out equal to the difference between the cost of their insurance coverage and their bank, capped at 50% of the amount of cash-out they would have received for waiving City coverage.

- 6. At retirement, the flexible benefits plan will not be available. Retirees must choose a provider from those offered at time of retirement.
- 7. Other benefit options as may be offered at a later date.

RETIREE HEALTH CARE BENEFIT

A. Active Employees

Employees hired prior to January 1, 2002 will receive Retiree Health Benefits if they retire under a "Normal Retirement", as defined below.

Current definition of "Normal Retirement" under the defined benefit plan is age 55 (50 for Dispatch) and having 25 or more years of actual credited service; or,

age 60 and at least 10 years of actual credited service. Members who defer retirement with less than 25 years of service, are not eligible for retiree health care.

As soon as administratively possible after City Council ratification of this agreement, employees covered under this section shall have the option to either:

1. Continue with their existing retiree group health plan coverage subject to existing age and service requirements

or;

2. Waive and irrevocably terminate eligibility for retiree group health plan coverage and in return receive a Retiree Medical Savings Account ("RMSA") with an initial lump sum contribution and regular annual contributions as set forth in SCHEDULE below.

After initial implementation, members must make the above election during open enrollment. Anyone retiring before July 1, must make the election concurrent with their decision to retiree. These same retirees who elect to waive retiree health plan coverage to receive an RMSA account will have their account established and funded within 60 days of electing to retire.

SCHEDULE -

Lump Sum Contribution to RMSA: \$1,500.00 per full year of service as of July 1 every year or as of an employee's date of retirement, whichever occurs first.

While employed, annual contribution of \$1,500.00 per year (to be paid monthly at \$125). For those eligible, annual contributions commence in July of every year.

- All accounts will vest at 5 years of full-time employment with the City.
- Annual contributions cease at Normal Retirement as defined under the City's defined benefit plan.
- The offer to waive retiree group health plan coverage is not available to employees that are eligible for Medicare retirement benefits.

Except for employees that receive a Retiree Medical Savings account and annual contributions therein, the City will pay for health care plan coverage for retirees, their spouse and their dependents "at the time of retirement" only.

B. Pre-Medicare Retirees

Except for employees that receive a Retiree Medical Savings account and annual contributions therein, all employees who meet the age and service requirements under Normal Retirement under the defined benefit plan will be provided health care plan benefits comparable to that of active employees at the date of their retirement.

C. Medicare Eligible Retirees

Except for employees that receive a Retiree Medical Savings account and annual contributions therein, all employees who meet the age and service requirements under Normal Retirement and who become eligible for Medicare or its successor shall apply for Medicare Part's A and B or its successors, at the retiree's expense. The City will provide additional coverage comparable to that of active employees at its discretion. At its discretion, the City reserves the right to change carriers and the coverage level under these plans.

If the retiree and/or spouse is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree and/or spouse received Medicare. The retiree shall reimburse the City for any excess premiums paid.

At the death of the retiree, coverage shall continue to a spouse who is a beneficiary under one of the City's retirement systems subject to the provisions of this Section. Coverage to begin in the month spouse receives an annuity.

DENTAL PLAN

The premium to be paid for dental coverage is as follows:

100%	of treatment costs for preventative, diagnostic (except radiographs), sealants, and emergency palliative treatment (Class I) benefits
80%	of treatment costs paid by Carrier on Class II benefits
50%	of treatment costs paid by Carrier on Class III benefits
50%	of treatment costs paid by Carrier on Class IV benefits (to age 19)
\$1,200	maximum per person per contract year (July 1-June 30) on Class I, Class II, and Class III benefits, and
\$1,200	lifetime maximum on Class IV (Orthodontic) benefits

The effective date of coverage for new employees shall be the first monthly premium date that would be at least thirty (30) days subsequent to the date of employment.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE 19TH DISTRICT COURT BARGAINING UNIT
REPRESENTED BY THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN (UNION)
AND
THE 19TH DISTRICT COURT (EMPLOYER)
AND
THE CITY OF DEARBORN**

The parties understand that the City of Dearborn (City) faces a structural budget deficit that is driven by tax policy changes at the state level, revenue losses and escalating costs. The City continues to take serious steps to address these issues and the Union is committed to assisting the City in its efforts to balance the operating budget. It is not the intent of either party to target existing employees for dismissal or elimination.

Without prejudice to the Union's rights under the collective bargaining agreement or the Public Employee Relations Act, participation will include continuation of the following efforts:

- Greater collaboration, coordination, communication and planning;
- Increased use of technology and tools;
- Shared staffing;
- Department consolidation;
- Division/Unit consolidation;
- Increased productivity;
- Workload reduction through process improvements;
- Workload redistribution; and
- Like efforts.

FOR THE CITY

FOR THE EMPLOYER

FOR THE UNION
