

**AGREEMENT**

**between**

**23<sup>RD</sup> DISTRICT COURT, TAYLOR, MICHIGAN**

**and**

**23<sup>RD</sup> DISTRICT COURT COURT  
RECORDERS, PROBATION AND COURT OFFICERS,  
represented by  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**July 1, 2006 through June 30, 2010**

Table of Contents

<u>Article Number</u>		<u>Page Number</u>
AGREEMENT		1
1	PURPOSE AND INTENT	1
2	GENDER REFERENCE	1
3	RECOGNITION, AGENCY SHOP DUES	2
4	DEDUCTION OF DUES	3
5	WAGES, CLASSIFICATION, AND SENIORITY AT INCEPTION	3
6	RATES FOR NEW CLASSIFICATIONS	3
7	SUBCONTRACTING	3
8	LAYOFFS	4
9	SENIORITY	4
10	PROMOTIONS	5
11	DISCHARGE OR SUSPENSION	5
12	GRIEVANCE PROCEDURE	6
13	LIMITATION OF AUTHORITY AND LIABILITY	8
14	MANAGEMENT RIGHTS	8
15	LOSS OR DAMAGE	9
16	ACCIDENTS AND REPORTS	9
17	STEWARDS	9
18	GENERAL	10
19	TEMPORARY AND PART-TIME EMPLOYEES	11
20	HOURS OF WORK	11
21	LEAVES OF ABSENCE	13
22	MILITARY SERVICE	15
23	SEPARABILITY AND SAVINGS CLAUSE	16
24	SPECIAL CONFERENCES	16
25	SAFETY COMMITTEE	17
26	MAINTENANCE OF CONDITIONS	17
27	HEALTH, DENTAL, AND OPTICAL PLANS	17
28	LIFE, HEALTH, ACCIDENT INSURANCE	22
29	LONGEVITY PAY	23
30	VACATION	23
31	ILLNESS AND FUNERAL BENEFITS	25
32	PERSONAL DAYS AND UNION LEAVE	26
33	HOLIDAY PAY	26
34	TRAVEL EXPENSE	27
35	PENSION	27
36	JURY DUTY	29
37	RETROACTIVITY	29
38	TUITION REIMBURSEMENT	29
39	CONTINUATION OF BENEFITS	30
40	DURATION	30
41	PAYROLL	30
42	RECREATION CENTER MEMBERSHIP	30
WAGE SCALE		APPENDIX A

## **AGREEMENT**

THIS AGREEMENT entered into by and between the 23rd District Court, Taylor, Michigan, party of the first part, hereinafter referred to as the "EMPLOYER", and the 23<sup>rd</sup> District Court Recorders, Probation and Court Officers, represented by the Police Officers Association of Michigan, party of the second part, hereinafter referred to as the "UNION".

### **ARTICLE 1** **PURPOSE AND INTENT**

1.1 WHEREAS, the general purpose and intent 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.

1.2 WHEREAS, the parties recognize that the interests 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 Union encourage, to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees, and of promoting and improving peaceful municipal and economic relations between the parties.

1.3 WHEREAS, the parties recognize that the Employer of those persons in this bargaining unit is the 23<sup>rd</sup> District Court of the City of Taylor and the City of Taylor is the District Control Funding Unit for the 23<sup>rd</sup> District Court. In those instances in this Agreement whenever this Agreement refers to the Employer providing for or paying the cost of benefits, it shall mean the Employer through the District Control Funding Unit.

### **ARTICLE 2** **GENDER REFERENCE**

2.1 The parties agree that throughout their labor relations activities anytime the word "she" is used, it shall mean either the male or female gender. When the word "he" is used, it also shall mean either the male or female gender.

**ARTICLE 3**  
**RECOGNITION, AGENCY SHOP DUES**

3.1 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment as provided for in this Agreement for all employees performing work within the classifications contained in this Agreement. At the time of the inception of this Agreement, the employees covered by it are listed in Appendix "A" attached hereto and made a part hereof.

3.2 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters.

3.3 Membership in the Union is separate, apart and distinct from the assumption by one of her equal obligations to the extent that she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

3.4 In accordance with the policy set forth under Sections One (1) and Two (2) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and the regular and usual dues. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

3.5 The Union shall indemnify and save the Court harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reasons of action taken or not taken by the Employer for the purpose of complying with

any of the provisions of its agreement to deduct dues and/or fees. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

**ARTICLE 4**  
**DEDUCTION OF DUES**

4.1 During the period of time covered by this Agreement, the employee agrees to pay all dues and/or initiation fees directly to the Treasurer of The 23rd District Court Recorders, Probation and Court Officers.

**ARTICLE 5**  
**WAGES, CLASSIFICATION AND SENIORITY AT INCEPTION**

5.1 Attached hereto and marked Appendix "A" is a schedule of all of the positions covered by this Agreement at its inception, their present hourly rate, present classification and base wage rate for each covered position based on seniority.

**ARTICLE 6**  
**RATES FOR NEW CLASSIFICATIONS**

6.1 The rate of pay for any new classification(s) established by the Employer within the bargaining unit covered by this Agreement shall be initially determined by the Employer, but subject to negotiations between the parties if the Union disagrees with such rate of pay.

**ARTICLE 7**  
**SUBCONTRACTING**

7.1 The Court agrees to preserve job opportunities for all employees covered by this Agreement whenever possible.

7.2 Extra Contract Agreement: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working

conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## **ARTICLE 8 LAYOFFS**

8.1 Layoff shall mean the separation of an employee from the active work force. Layoffs shall be by seniority within a classification. Least seniority within a classification being laid off first.

## **ARTICLE 9 SENIORITY**

9.1 Seniority shall be defined as the continuous length of service as a full-time permanent employee of this bargaining unit. Seniority date shall be the last date of hire as a permanent full-time employee.

9.2 Seniority shall be broken only by:

- A. Discharge.
- B. Voluntary quit.
- C. Layoff for a period of more than one (1) year.
- D. Absence for three (3) consecutive working days without notifying the Employer, which shall be considered a voluntary quit. In proper cases, exceptions may be made by the Employer.
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer.
- F. A settlement with the employee has been made for total disability.
- G. The employee is retired.

9.3 Any member who has prior full-time, permanent service with the 23<sup>rd</sup> District Court will have the option of purchasing those years of service at a cost to be actuarially determined and have them apply toward service requirements of the Pension Board for normal retirement. The member shall pay the cost of this option

and the Employer will not provide any contribution toward the purchase of said service.

9.4 Employees may purchase military time up to two full years at a cost to be actuarially determined. The member shall pay the cost of this option and the Employer will not provide any contribution toward the purchase of said service.

#### **ARTICLE 10 PROMOTIONS**

10.1 Promotions shall be at the sole discretion of the Court Administrator.

#### **ARTICLE 11 DISCHARGE OR SUSPENSION**

11.1 The Employer may discharge an employee without just cause. If an employee is terminated without just cause, the following will occur:

- A. A thirty (30) calendar day written notice will be given to the employee.
- B. The employee will be paid a severance pay in the amount of fifteen (15) weeks of employee's base salary.
- C. The severance pay will be paid in weekly installments until the obligation is satisfied.
- D. For the amount of time an employee is receiving severance payments, the Employer will continue all insurance benefits that are currently in place at no cost to the employee. This coverage will remain in effect until the employee finds employment with insurance benefits or until the severance payment obligation is satisfied, whichever occurs first.
- E. An employee will have the option of vesting his/her retirement benefits if he/she meets the vesting requirements according to the Michigan Employees' Retirement System (MERS).
- F. Pension credit accrual shall end upon the date of discharge. No pension contribution shall be deducted from severance pay.

11.2 The Employer shall not discipline any employee without cause. No prior discipline or warning need be imposed on any employee before she is discharged if the cause of the discharge is criminal wrongdoing, insubordination, dishonesty,

drunkenness, recklessness, gross negligence, being impaired due to incapacitating or intoxicating beverages or drugs, exhibiting threatening or violent behavior, or any other serious misconduct while on duty. Each employee shall be provided with a copy of the approved Work Rules. The Union reserves the right to argue the reasonableness of any work rules not mutually agreed upon. Discipline must be by written notice, and any employee may request an investigation as to this discipline. Should such investigation prove that the employee was without fault, she shall be reinstated and compensated with full, partial, or no compensation as may be decided under the Grievance Procedure. However, if the employee is found with fault, the penalty shall stand unchanged.

11.3 Appeal of discharge or discipline for any reason must be taken within five (5) working days of written grievance signed by the grievant, stating the specific provisions of the contract and/or work rules alleged to have been violated, and must be filed at Step Three of the Grievance Procedure.

11.4 Upon request, the discharged or suspended employee will be allowed to discuss her discharge or suspension with her Union representative. The Employer will make available an area where she may do so before she is required to leave the property of the Employer. Upon request, the employee or her designated representative may discuss the discharge or suspension with the Employer and her Union representative.

## **ARTICLE 12** **GRIEVANCE PROCEDURE**

12.1 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 procedure herein provided, and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings.

- A. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.



12.2           Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps:

Step 1 Verbal - Court Administrator: A conference between the aggrieved employee or the steward or both and the Court Administrator shall be held within five (5) working days of the knowledge of the alleged grievance or when said knowledge could have been reasonably obtained. If the grievance is not settled after said conference, the grievance shall be reduced to writing, stating the specific provisions of the contract alleged to have been violated, signed by the grievant, and presented to the Chief Judge within five (5) working days of the aforesaid conference.

Step 2 Written - Chief Judge: Upon receipt of the written grievance, a conference between Union representatives and the Chief Judge or his designee will be held within five (5) working days. The Chief Judge shall answer said grievance in writing within five (5) working days of said conference.

Step 3 Arbitration: In the event that the grievance is not satisfactorily settled at Step Two, the Union shall give notice of its intention to appeal said grievance to arbitration to the Chief Judge or his named designee within ten (10) working days of receipt of the answer in Step Two or the time when said answer was due. The Union shall appeal the grievance to the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days of the date upon which notice of intention to appeal is given to the Chief Judge or his named designee. The arbitration shall be conducted in accordance with the following procedure:

- A. The arbitration proceeding shall be conducted by the Federal Mediation and Conciliation Service under its rules then in effect, and the Federal Mediation and Conciliation Service shall act as administrator.
- B. The grievance and arbitration procedure provided for in this Agreement shall be the sole and exclusive remedy for the resolution of grievances.
- C. Each party shall bear the full costs for its side of the arbitration, including payment of its witnesses and representatives, and will pay one-half (1/2) of the costs for the arbitration, provided that the Employer will pay the lost wages of one (1) grievant and one (1) steward who participates in the arbitration.

D. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to rule on any matter, except while this Agreement is in full force and effect between the parties.

E. Arbitration shall be held at the 23rd District Court.

12.3 The failure to file a grievance or to appeal within the time limits herein, unless extended in writing by mutual agreement of the parties, shall be deemed as settling the grievance based on the last answer or action of the Chief Judge.

**ARTICLE 13**  
**LIMITATION OF AUTHORITY AND LIABILITY**

13.1 No employee, Union member or other agent of the Union shall call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work slowdown, work stoppage or cessation of employment.

**ARTICLE 14**  
**MANAGEMENT RIGHTS**

14.1 Management reserves to itself the following matters:

A. To manage the Court generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all machines, tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to maintain order and efficiency in its facility and operations; to determine the number and composition of the work force; to determine and redetermine job content; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees; to discipline and discharge employees for cause.

14.2 Management shall have all other rights and prerogatives, subject only to restriction on such rights, if any, as are provided in this Agreement.

**ARTICLE 15**  
**LOSS OR DAMAGE**

15.1 Employees shall not be charged for loss or damage unless clear proof of negligence or sabotage is shown.

**ARTICLE 16**  
**ACCIDENTS AND REPORTS**

16.1 Any employee involved in an accident while at work shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

16.2 The Employer shall consider the personal safety of the employees in establishing operational procedures.

**ARTICLE 17**  
**STEWARDS**

17.1 The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

17.2 The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement, provided she first receives such permission from her superior, which permission shall be granted within the next twenty-four (24) hours.

17.3 The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information are not submitted during her working hours and

A. have been reduced to writing;

- B. if not reduced to writing are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the Employer's business. However, postings on bulletin boards, if any, shall be permitted during working hours.

## **ARTICLE 18**

### **GENERAL**

18.1 The Employer agrees that it will allow the proper accredited representative of the Union access to the Employer's premises during normal working hours for the purpose of policing the terms and conditions of this Agreement, provided, however, that such representatives shall not interfere with or interrupt the employees in the performance of their duties.

18.2 The Union shall have the rights to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times.

18.3 The Employer agrees to respect the rules of the Union and shall not direct or require its employees or persons, other than the employees in the bargaining unit herein involved and their supervisors to perform work which is recognized as the work of the employees in said unit; provided, however, that the Employer may, within its discretion, assign any of its employees to perform such work outside of their classification or outside the bargaining unit. If an employee, who has been qualified as a court recorder, and who earns less than a court recorder, is assigned to work as a court recorder, she shall receive the pay of a court recorder instead of her normal pay equal to the actual amount as a court recorder with the actual time rounded up to the nearest quarter-hour or 15-minute interval.

18.4 A new permanent employee shall work under the provisions of this Agreement and be represented by the Union but shall be employed only on a six (6) month probationary period, during which period she may be discharged or disciplined without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. Probationary employees will be ineligible for employee benefits provided

through this agreement until completion of probationary period. Seniority begins with the date of hire as a full-time permanent employee.

18.5 Any previously entered agreements between the Union members and the 23<sup>rd</sup> District Court shall be considered null and void.

**ARTICLE 19**  
**TEMPORARY AND PART-TIME EMPLOYEES**

19.1 Employees who work temporarily or part-time or in cases of emergency shall not be covered by the provisions of this Agreement. It is not the intent of this Article to replace any permanent job positions.

- A. A part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week. This Section shall not be construed as preventing the Employer from utilizing and paying a maximum of two (2) students at a time assigned to the Court through a recognized school co-op program.
- B. A temporary employee shall be defined as an employee who works forty (40) hours per week, not to exceed one (1) year unless there has been an extension granted to the employee who is presently being replaced as has been determined by the Court Administrator. These employees shall not be eligible for benefits available to full-time employees. There shall not be more than two (2) temporary employees employed by the Court at the same time.
- C. Maternity, Extended Sick Leave, Personal Leave Exception: When a temporary employee takes the place of an employee on maternity, extended sick leave, or extended personal leave, the length of service shall not be in excess of one (1) year unless there has been an extension granted to the employee presently on leave as has been determined by the Court Administrator.

**ARTICLE 20**  
**HOURS OF WORK**

20.1 Each employee will work eight (8) hours per day, which includes a paid lunch of thirty (30) minutes. Additionally, all employees will be granted an additional thirty (30) minutes for lunch, which is unpaid. The regular work shifts may be as follows:

Court Recorder/Judges' Secretary: 8:00 AM – 4:30 PM or as directed by her Judge.

Court Officers: 8:00 AM – 4:30 PM or 8:30 AM – 5:00 PM

Probation Officers: The probation officers' work shifts may consist of three (3) different work shifts. 8:00 AM – 4:30 PM or 8:30 AM – 5:00 PM or 11:30 AM – 8:00 PM

The Court Administrator will schedule the probation officers to the various work shifts.

20.2 Overtime will be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours in any one (1) day, forty (40) hours in one (1) week, and for time worked on Saturday, provided the employee shall have worked their regular scheduled work week during the previous week. Paid sick time, vacation time, or any compensated time off shall be considered as time worked. Employees will receive a one-half (1/2) hour paid lunch period for each four (4) hours worked on Saturday.

20.3 For overtime to be paid, all hours must have been previously authorized by the Court Administrator. All such overtime shall be paid at one and one-half (1 1/2) times the regular hourly wage rate of the employee and all authorized overtime shall be paid at two (2) times the regular hourly wage rate for time worked on Sundays or holidays, provided that the employee shall have worked not less than their regular scheduled work week as defined in 20.2 during the previous week.

20.4 Temporary and part-time employees shall not work overtime until all permanent employees have been offered to work the overtime.

20.5 Tardiness: It is expected that all Court employees shall report and be at their assigned work stations at their assigned starting times. An employee reporting late shall not be paid for time not present for work. Excessive tardiness shall result in discipline and possible discharge according to the following policy:

- A. First Offense - Upon accumulating a third (3rd) unexcused occurrence of tardiness within a ninety (90) day period, an employee with a heretofore clean record shall be issued a First Written Warning.

- B. Second Offense - Upon accumulating two (2) unexcused occurrences of tardiness within ninety (90) days after the issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Subsequent Offenses - Thereafter, upon accumulation of two (2) unexcused occurrences of tardiness within any ninety (90) day period of the last previous disciplinary measure, but before the record is cleared, the following sequences of time off without pay is to obtain: a three (3) day Disciplinary Lay-off (DLO) for the third (3<sup>rd</sup>) offense and a five (5) day DLO for the fourth (4<sup>th</sup>) offense.
- D. The Final Offense - Any employee who accumulates two (2) unexcused occurrences of tardiness within any ninety (90) days of receiving the fourth (4<sup>th</sup>) offense five (5) day DLO, but before the record is cleared, shall receive a minimum of a ten (10) day DLO, or up to, and including discharge.
- E. Correction of Record - For each ninety (90) days of promptness unmarred by any unexcused occurrences, the employee's record shall be rolled back one step.

20.6 No employee shall be considered for overtime unless qualified in the duties required for the completion of that specific overtime assignment.

## **ARTICLE 21 LEAVES OF ABSENCE**

21.1 The Employer agrees that it shall be subject to the Family and Medical Leave Act/FMLA of 1993, during the term of this Agreement. Eligible employees under the FMLA are entitled to a total of twelve (12) workweeks of unpaid, job-protected leave during a twelve (12) month period for one (1) or more of the following:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;

- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

While on approved Family Medical Leave, employees shall continue to receive paid insurance benefits.

21.2 The following requirements shall be met by all employees who exercise their right to take Family Medical Leave under the FMLA of 1993:

- A. The employee shall provide a minimum thirty (30) days advance notice when the leave is "foreseeable."
- B. The employee shall provide medical certification to support a request for leave because of a serious health condition, and may be required to submit second (2nd) or third (3rd) medical opinions (at the Employer's expense) and a fitness for duty report to return to work.
- C. The taking of a leave may be denied if requirements are not met.
- D. For absences eligible under the Family Medical Leave Act, employees shall be required to use sick bank time until it is exhausted, at which time any accrued vacation bank shall be used until vacation bank is exhausted. If Family Medical Leave continues after all banks are exhausted, it shall be unpaid.

21.3 Maternity Leave

Whenever an employee shall become pregnant, she shall furnish the Court Administrator with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do, and the length of time she may continue to work. She shall be permitted to continue to work in accordance with her physician's recommendation. Sick leave days must be used for the time her physician has recommended the employee be off the job. An employee who is an expectant mother or who adopts a family will be granted a leave of absence not to exceed six (6) months without loss of seniority. Said leave shall run concurrently with the FMLA Leave. Employees on maternity leave shall continue to have their premiums paid on all insurance programs as required by FMLA. Employees who choose to extend their maternity leave beyond the twelve (12) week period provided for under the FMLA, may choose to continue insurance premiums at their own cost (at the District Control Funding Unit's group rate).



21.4 Medical Leave

An employee who has completed his/her probationary period and is suffering from a serious medical condition as outlined in the Family Medical Leave Act of 1993 may request a Medical Leave of Absence for a period not to exceed twelve (12) months. Medical leaves of absence shall run concurrent with leaves granted pursuant to the FMLA and shall be subject to the following limitations:

- 1) Medical Leaves must be requested in writing prior to the need for leave if practicable. All requests must be submitted within three (3) business days of the start date of leave in order to be considered for approval. The request must include medical certification which indicates the medical facts supporting the need for leave, the effective date of leave, and expected duration of leave.
- 2) While on approved medical leave, employees will be required to use earned unused sick and vacation time. After exhausting available paid time, the remainder of Medical Leave shall be unpaid.
- 3) While on Medical Leave, employees may continue insurances provided through the District Court Funding Unit for the duration of the leave by paying the premiums of insurances at the District Court Funding Unit group rate.

Employees shall continue to accrue seniority for the duration of Medical Leave.

Employees shall be restored to his/her former position upon return from Medical Leave unless the position was subject to elimination pursuant to Article 8.1. Medical Leave shall not serve impede or delay Article 8.1 and shall not alter retention of seniority as afforded by Article 9.2 C

**ARTICLE 22**  
**MILITARY SERVICE**

22.1 An employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency shall, upon termination of such service, be re-employed in line with her seniority at the then current

rate for such work, provided she has not been dishonorably discharged from such service with the United States Government, and is physically able to do work available; and, further, provided she reports for work within ninety (90) days of the date she is discharged from such service with the United States Government.

**ARTICLE 23**  
**SEPARABILITY AND SAVINGS CLAUSE**

23.1 If any Article or Section of this Agreement or any rider 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 pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with, which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

**ARTICLE 24**  
**SPECIAL CONFERENCES**

24.1 Special conferences may be requested by either party. Such conferences shall be arranged between the local Representative and the Court Administrator for purposes of discussion of important matters. Such meetings shall be between at least one (1) but not more than three (3) representatives of the Employer and at least two (2) but not more than three (3) representatives of the Union. Written arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

24.2 Special conferences shall be scheduled as soon as possible after requested but must be scheduled within fifteen (15) days from receipt of the request for such conference.

**ARTICLE 25**  
**SAFETY COMMITTEE**

25.1 A Safety Committee shall be composed of a Union representative and an Employer representative who will meet when necessary for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

**ARTICLE 26**  
**MAINTENANCE OF CONDITIONS**

26.1 All existing benefits which are supplied and conditions of employment, which are applied by the Employer and not specifically modified by the provisions of this Agreement, will be continued by the Employer for the duration of this Agreement.

**ARTICLE 27**  
**HEALTH, DENTAL, AND OPTICAL INSURANCE**

27.1 A. Medical: Employees hired before July 1, 2002, shall be provided with the Blue Cross Blue Shield Enhanced Community Blue PPO Plan 1 with \$3000 annual out-of-network deductible, Mental Health 20% Rider, PCM \$500 Rider, \$20.00 Office Visit Rider, \$20.00 CBC MT (Chiropractic) Rider, and a prescription drug program with step therapy, a \$10/\$20 generic/brand copay, and mail order program with ninety (90) day supply of maintenance drugs for cost of two (2) copays. The employee will have the option of enrolling in the Health Alliance Plan with a \$20 Office Visit and \$10/\$20 generic/brand prescription drug program. The Employer will also pay the full cost of the optical and dental plan. The above plans will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year they reach their 19th birthday. By paying the premium cost,

employees may retain coverage for children who are full time students until the end of the year they reach age 24.

Employees hired on or after July 1, 2002, shall have the option of Health Alliance Plan with \$20 Office Visit and \$10.00/\$20 generic/brand co-pay prescription drug program.

Employees hired on or after July 1, 2002 may elect to enroll in the City's BCBS Community Blue PPO Option 1 plan, provided that the cost difference between BCBS and HAP plans is the exclusive responsibility of the employee/retiree. Said cost difference can be remitted tax-exempt through the City's Section 125 Plan for deferred premiums.

- 1) These coverages shall extend to all employees and all retired families subject to Section 27.5 of this Article.
  
- 2) The Employer agrees to continue to furnish medical coverage to the un-remarried spouses of deceased retirees, and any minor children thereof through the end of the year they reach their turn 19<sup>th</sup> birthday.

Employee Medical-Contributions: All employees, effective November 28, 2007 shall pay medical contributions to the District Control Funding Unit toward the cost of group medical premiums. Said contributions shall be tax exempt through the District Control Funding Unit's Cafeteria 125 Plan and in accordance with the following schedule:

	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
Single	\$10.00	\$10.70	\$11.40
2 Person	\$20.00	\$21.40	\$22.90
Family	\$25.00	\$26.75	\$28.60

Employees who are eligible to be covered under an insurance plan not paid for by the District Control Funding Unit, may, by providing proof of outside coverage, be exempted from the payment of medical contributions. This exemption shall be in addition to the monthly payment provided for in Paragraph 27.1(E) below. If at

any time after waiving medical insurance coverage, the employee's outside coverage is discontinued or terminated, the employee shall be required to resume medical coverage subject to the normal waiting period. The payment of medical contributions as indicated herein will begin immediately upon the reinstatement of the employee's medical insurance.

If the employee's spouse is employed by the District Control Funding Unit and is operating under a collective bargaining agreement which requires payment of medical contributions whichever of the two who has the lowest seniority shall not be required to contribute said medical contributions.

27.1 C. Dental coverage shall be Class I, II, III, and IV as follows:

1. Class I, preventative and diagnostic services and emergency palliative treatment and radiographs, one hundred (100%) percent.
2. Class II, oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; seventy (70%) percent;
3. Class III, prosthodontics; seventy (70%) percent; (Maximum payment per person, per year for Class I, II, and III benefits shall be One-Thousand (\$1000) Dollars.)
4. Class IV, orthodontics, fifty (50%) percent with a three-thousand (\$3000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.

27.1 D. Optical Coverage shall be provided through SVS Vision, Plan A

12/12/12 for employees, spouses, and dependent children through the end of the year in which they reach age 19

- 27.1 E. Pay in Lieu of Insurance: Employees who elect not to be covered by the medical insurance program will receive a monthly cash payment in accordance with the following schedule:

Single Plan	\$150.00
Two Person Plan	\$300.00
Family Plan	\$400.00

The above will not apply to employees or retirees whose spouse is an employee or retiree of the District Control Funding Unit or who are eligible to be covered by any other District Control Funding Unit paid medical insurance. Anytime after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.

- 27.1 F. If an active employee or retiree's spouse is employed by The District Control Funding Unit or retired from the District Control Funding Unit, only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse.

- 27.1 G. New hire's insurance benefits shall commence on the first insurance billing date following completion of six (6) month probationary period.

- 27.1 H. The Employer will pay \$50.00 to an employee who has successfully completed a smoking cessation program that the Employer has approved in advance. The employee must submit documentation satisfactory to the Employer of the employee's successful completion of the smoking cessation program in order to be eligible for the payment under this Section.

- 27.2                    Dual Coverage: In the event an employee is enrolled or participates in another plan(s), the Employer shall not be obliged to provide dual coverage. However, if an employee's outside coverage lacks in any or all areas of coverage, i.e., medical-hospitalization, first aid emergency care rider, outpatient psychiatric care rider, drug rider, dental plan or optical plan, the Employer shall pay the necessary premiums in order to supplement the employee's outside insurance where inferior. In the event the employee's outside coverage is discontinued or terminated, the employee will be enrolled in the Employer's insurance plan upon written application by the employee without lapse of coverage. To insure adequate levels of coverage, the Employer will notify affected employees to apprise them of their insurance status on a semi-annual basis.
- 27.3                    Change in Insurance Carriers: In the event a change in insurance carrier(s) is desired, such change shall not take effect without the mutual investigation and consent of both parties to this Agreement including Union membership ratification.
- 27.4                    Retiree Participation: Employees with a retirement date on or after November 28, 2007, who are collecting a pension shall be eligible to participate in the group health plan at the level of benefits in effect on their first date of retirement. This coverage extends to his/her spouse and natural and legally adopted children through the end of the year in which they reach their nineteenth (19<sup>th</sup>) birthday. By paying the premium cost, retirees may retain coverage for children who are full time students until the end of the year they reach age 24. This coverage shall also be made available to the un-remarried spouse of deceased retirees and any minor children under the age of eighteen (18).
- 27.5                    Retiree Voluntary Insurance: Employees with a retirement date on or after November 28, 2007, shall be eligible to participate in the aforesaid dental and optical plans provided that the designated insurance carrier allows retiree participation and further provided

that the present cost and any future increase in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree.

Participation under this program by each retiree shall be voluntary, and each retiree shall notify the Human Resources Department, in writing, of his/her decision to either participate or refusal to participate in said program.

Optional retiree paid dental and/or optical coverage must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

## **ARTICLE 28**

### **LIFE INSURANCE, HEALTH AND ACCIDENT**

28.1        Life Insurance: The Employer agrees to pay the full premium on a life insurance plan of Thirty Thousand (\$30,000.00) Dollars for each employee with Thirty Thousand (\$30,000.00) Dollars for accidental death and dismemberment.

28.2        The Employer agrees to pay the full premium on a life insurance plan of Six Thousand (\$6,000) Dollars for each retiree of the 23<sup>rd</sup> District Court.

28.3        Sick and Accident Insurance: The Employer agrees to pay for an increased weekly benefit of Two Hundred (\$200.00) Dollars for a period of twenty-six (26) weeks for disability due to sickness or accident. This plan includes disabilities arising from pregnancy, childbirth, miscarriage or complications of pregnancy.

28.4        Weekly Disability Income benefits commence on the 1st day of disability due to an accident, or on the 8th day of disability due to sickness. Benefits are payable for a maximum of 26 weeks. This plan includes disabilities arising from pregnancy, childbirth, miscarriage, or complications of pregnancy.



28.5 The Accidental Death and Dismemberment benefit provides for 24-hour coverage.

**ARTICLE 29**  
**LONGEVITY PAY**

29.1 All employees shall receive longevity pay based on the following schedule:

- A. Four Dollars (\$4.00) per month for each month of actual service beginning after the fifth year of service retroactive to the hiring date.
- B. Six (\$6.00) Six Dollars per month for each month of actual service beginning after the tenth year of service retroactive to the hiring date.
- C. Payment shall be made by a separate check between December 1st and December 15th of each year and will be paid for the year beginning December 1st through November 30th. If an employee is on an approved medical leave or on-the job injury, he/she shall be entitled to longevity pay in accordance with Paragraph "A" above.
- D. In case of termination, longevity shall be paid on a prorated basis at the time of departure from active service with the Employer.

**ARTICLE 30**  
**VACATION**

30.1 All employees hired before July 1, 2002 will receive the following vacation each year:

- A. One (1) but less than five (5) calendar years receive ten (10) working days;
- B. Five (5) but less than ten (10) calendar years receive fifteen (15) working days;
- C. Ten (10) but less than fifteen (15) calendar years receive twenty (20) working days; and
- D. Upon completion of fifteen (15) years seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter, to a maximum of thirty (30) days.

30.2 A maximum accumulation of twenty (20) unused vacation days may be carried over from prior years to current calendar year at the rate they are earned, not at the rate they are taken.

30.3 Employees hired on or after July 1, 2002 will receive the following vacation each year:

- A. One (1) but less than ten (10) calendar years receive ten (10) working days;
- B. Upon completion of ten (10) years of seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter, to a maximum of thirty (30) days;
- C. Vacation days must be used or will be cashed out at their value on December 31<sup>st</sup> of each year.

30.4 Holidays falling on workdays during approved vacation periods will not be used to compute number of days vacation used.

30.5 For employees leaving the service of the 23rd District Court, any vacation earned during the calendar year shall be prorated on a monthly basis upon departure. Any employee who leaves before one (1) year is completed will receive no vacation time.

30.6 Any request for vacation time shall be submitted in writing to the Court Administrator no less than five (5) business days before the desired time off. Vacation time will be granted on the basis of seniority if more than one (1) person is asking for the same time off. Any use of twenty (20) or more consecutive vacation days shall be subject to the approval of the Court Administrator. Such approval shall not be unreasonably denied.

30.7 Vacation time will be credited at the beginning of each calendar year provided the employee has completed twelve (12) months of service.

30.8 New employees not having worked a full year on January 1st will be granted ten (10) days vacation on their seniority date. The following year it will be credited on January 1st.

**ARTICLE 31**  
**ILLNESS AND FUNERAL BENEFITS**

31.1 Employees hired before July 1, 1996 shall receive one and one-quarter (1-1/4) days of sick leave for each month he/she works at least five (5) full days, commencing sixty (60) days after employment. Employees hired July 1, 1996 through June 30, 2002 shall receive one (1) day of sick leave for each month he/she works at least five (5) full days, commencing sixty (60) days after employment. Employees hired on or after July 1, 2002 shall receive three-quarters (3/4) of a day sick leave for each month that he/she works at least five (5) full days, commencing sixty (60) days after employment. The employee's sick bank will be credited at their current hourly rate for each hour earned as defined above. Sick days taken will be paid at the current rate of pay and deducted from the employee's credit balance.

- A. Employees must furnish a doctor's statement to the Court Administrator when using a full eight (8) hour sick day; however, the employee has the option of using a personal leave day as described in Article 32, Section 1.
- B. Employees shall be permitted to charge sick and personal business time in increments of one (1) hour.

31.2 Each February 1<sup>st</sup>, all cash balances in excess of \$4,000 will be paid out to the employees. In addition, employees may request and receive a cash payout for balances in excess of \$1,000 once a year. This payment will be made no later than the second pay period after the request. A statement of each employee's year-end cash account balance will be issued no later than April 1st.

31.3 If an employee's service is terminated for any reason, all unused sick time shall be paid in full at the time of such termination. The rate of pay shall be the one in effect on the day preceding the date of termination. Payoff shall be based on total months of service.

31.4 If an employee, who was hired before July 1, 2002, is absent no more than five (5) days which are not otherwise covered under the FMLA, by an approved vacation or personal business day, in a calendar year, they shall receive a bonus equal to forty (40) hours pay, payable on the 2nd payday of January of each year.

Employees hired on or after July 1, 2002 shall be not eligible for bonus pay.

31.5 Funeral Leave: An employee will be granted funeral leave up to five (5) consecutive calendar days (actual work or non-work days) without loss of pay for immediate members of the employee's family, which will include parents, step-parents, spouse, children, step-children, spouse's parents, grandparents, spouse's grandparents, sisters, brothers and grandchildren, or member of the employee's household if the member of the household has resided with the employee for at least two (2) years. These days will commence on the day of or the day after the death of the above family members.

31.6 A death in the employee's immediate family as defined in Article 31.5 occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against funeral leave.

## **ARTICLE 32 PERSONAL DAYS AND UNION LEAVE**

32.1 Personal Days: Employees shall be granted five (5) personal leave days per year, which shall be subtracted from the employee's accumulated sick leave. Employees must have approval from the Court Administrator in order to use personal leave days. Personal leave days will not be counted against bonus.

32.2 Union Leave: Four (4) days with pay per year shall be granted for one (1) person to be used for Union business. Selection of days by the employee shall be subject to approval by the Court Administrator.

## **ARTICLE 33 HOLIDAY PAY**

33.1 The 23rd District Court will follow the Court Holidays as set forth in Michigan Court Rule 8.110(D) (2) (a-b). The employees will have the following paid holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day (3rd Monday in February)

- Good Friday (All Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Employee's Birthday (to be taken within thirty (30) days of birthday)
- Employee's Anniversary Date

33.2 Employees absent without prior approval on the day before a holiday or the day after a holiday will not be eligible to receive holiday pay unless a valid doctor's excuse has been submitted.

33.3 The Employee's Anniversary Date (date of employment) holiday is to be taken in the anniversary month with no less than five (5) working days' notice to the Court Administrator and with approval of the date selected.

33.4 If any employee works on a holiday (with the exception of birthday), she will receive either eight (8) hours' holiday pay plus double time for the first eight (8) hours worked and triple time for all hours worked in excess of either eight (8) hours.

#### **ARTICLE 34 TRAVEL EXPENSE**

34.1 All work related travel expense shall be reimbursed at the current rate mandated by the District Control Funding Unit.

#### **ARTICLE 35 PENSION**

35.1 **Defined Benefit Pension Plan:** For those employees hired before July 1, 2002, the Employer shall furnish to each and every employee of the bargaining unit a Pension Plan provided for by Taylor City Council Resolution 7.832-89, adopted July 18, 1989, with an amendment to a Benefit Program B-3. Employee's contribution will be deducted pre-tax. (Benefit Program B-3: Benefit at retirement is based on 2.25% of the employee's final average compensation multiplied by years and months of credited

service. The benefit shall not exceed 80% of the employee's final average compensation.)

Employee Pick-Up Contributions. There is hereby created an employer "pick-up" program whereby five (5%) percent of employee contributions to the Retirement System shall be paid by the District Control Funding Unit in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

Member Contributions. Upon implementation, the District Control Funding Unit shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for purposes specified in that section, a percentage of member contributions required by the Retirement System for all salary earned by the member after implementation. The provisions of this Section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amount directly instead of having them paid by the District Control Funding Unit to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment. Member contributions picked up under the provisions of this Section shall be treated as District Control Funding Unit contributions for purposes of determining income tax obligations under the Internal Revenue Code, however, such picked up member contributions shall be included in the determination of member's gross annual salary for all other purposes under federal and state laws. Members' contributions picked up under this Section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

Defined Contribution Pension Plan: Employees hired after June 30, 2002, shall be eligible to participate in the Employer's Defined Contribution Pension Plan, with a five (5) year vesting term. Employees may make a maximum 4% pre-tax contribution. The employee will receive an employer match of 50% of the employee's contribution (pre-tax or after tax) up to 4% of the employee's wages subject to the vesting requirements set forth by the Plan.

**ARTICLE 36  
JURY DUTY**

36.1 When an employee is required to serve for jury duty, she will turn in any jury pay and receive her full pay for each day she lost pay by serving on the jury.

**ARTICLE 37  
RETROACTIVITY**

37.1 The terms of this Agreement shall be effective upon ratification by both parties except that wages shall be retroactive to July 1, 2006.

**ARTICLE 38  
TUITION REIMBURSEMENT**

38.1 The Employer will provide tuition reimbursement to non-probationary employees subject to the following conditions:

- A. Maximum tuition reimbursement per calendar year: six hundred fifty (\$650.00) dollars;
- B. Management must approve the course as being job related;
- C. Employee must successfully complete course. (If course is graded, employee must receive a grade of "C" or equivalent score or better).
- D. Availability of funds shall be a factor in approval of educational requests.
- E. Reimbursement by the Employer for the cost of required books shall not exceed the sum of fifty (\$50.00) dollars per semester, except that required books in excess of that amount shall be reimbursed upon furnishing a receipt by the employee to the Employer, based upon a ration of 80 percent of the cost being absorbed by the Employer and 20 percent of the cost being absorbed by the employee.

The parties agree that required textbooks shall become the property of the 23rd District Court to be utilized for reference and further classes when applicable.

Any employee who leaves the employment of the 23rd District Court within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the 23rd District Court.

**ARTICLE 39**  
**CONTINUATION OF BENEFITS**

39.1 Benefits presently furnished to employees covered by this Agreement shall not be construed to be diminished or reduced by this Agreement.

**ARTICLE 40**  
**DURATION**

40.1 This Contract shall be effective on July 1, 2006, and shall remain in effect until June 30, 2010, and will remain in effect thereafter until a successor collective bargaining agreement is reached between the respective parties.

**ARTICLE 41**  
**PAYROLL**

41.1 With reasonable notice to all members, the District Control Funding Unit shall have the right to convert to an every other week payday. Thursday will be considered payday. Payday may be moved to Friday if any holiday falls on Monday, Tuesday, Wednesday or Thursday. All employees shall participate in the District Control Funding Unit's paycheck direct deposit program.


**ARTICLE 42**  
**RECREATION CENTER MEMBERSHIP**

42.1 Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of the 23<sup>rd</sup> District Court Recorders, Probation and Court Officers. Participation in limited attendance activities shall be restricted to non-peak hours. Said membership shall end upon termination of the member's employment with the 23<sup>rd</sup> District Court.



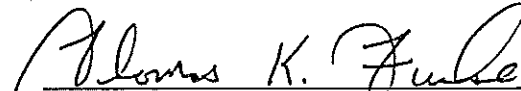
IN WITNESS WHEREOF, the parties have executed this Agreement  
on the 28<sup>th</sup> day of July, 2008:

23RD DISTRICT COURT



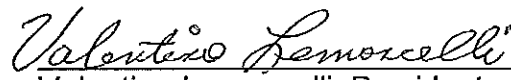
Geno D. Salomone  
Chief Judge

POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

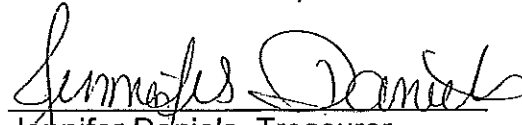


Tom Funke, Business Agent

23<sup>RD</sup> DISTRICT COURT RECORDERS,  
PROBATION AND COURT OFFICERS



Valentino Lemoncelli, President



Jennifer Daniels, Treasurer

**Appendix A  
Wage scale  
Effective July 1, 2006 to June 30, 2010**

The following range of salary shall apply to all members of the bargaining unit. The Employer will have the unlimited right to place newly promoted or appointed employees at any position within the following range of salary:

**Effective July 1, 2006**

Range of Salary: \$13.8770 to \$24.5476

**Effective July 1, 2007**

Range of Salary: \$14.0157 to \$24.7931

**Effective July 1, 2008**

Range of Salary \$14.1559 to \$25.0410

**Effective July 1, 2009**

Range of Salary \$14.2975 to \$25.2914

**Effective July 1, 2007: 1% across-the-board increase**

**Effective July 1, 2008: 1% across-the-board increase**

**Effective July 1, 2009: 1% across-the-board increase**