

Payroll

AGREEMENT

Between

**THE STATE OF MICHIGAN
18TH JUDICIAL DISTRICT COURT**

and the

18TH DISTRICT COURT WORKERS ASSOCIATION

Effective July 1, 2007 through June 30, 2012

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**CITY OF WESTLAND
DEPT. OF FINANCE-PAYROLL**

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AGREEMENT

This Agreement is entered into this first (1st) day of June, 2007, between the State of Michigan 18th Judicial District Court (hereafter referred to as the "Employer"), and the 18th District Court Workers Association (hereinafter referred to as the "Union") to be effective July 1, 2007 through June 30, 2012.

PURPOSE AND INTENT

The Employer is a Michigan state court created under the authority of the Constitution of the State of Michigan and the City of Westland is the Funding Unit for the Employer. The Employer provides certain compensation and benefits to its employees pursuant to this Agreement which are funded by and/or administered through the Funding Unit.

The Union is a local subchapter of the Police Officers Association of Michigan ("POAM").

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, employee and Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community; and

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.

Therefore, the parties agree as follows:

ARTICLE I RECOGNITION

- 1.1: Non-Union Supervisory Employees. The following non-union employees shall be defined and classified as Supervisory Employees: Court Administrator, Deputy Court Administrator, Chief Probation Officer, Chief Security Officer, Collection Investigator, Executive Secretary, Work Program Supervisor and Probation Officers. The Judges' Secretaries, Court Officers, and the Court Recorder will be classified as Confidential Employees.

ARTICLE II UNION SECURITY

- 2.1: Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed:
- A. Continued Membership Required. Unless promoted out of the Union, Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment, to continue membership in the Union for the duration of this Agreement.

- B. Becoming a Member After Effective Date of Agreement. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required as a condition of employment, to become members of the Union for the duration of this agreement on or before the thirtieth (30th) day following such effective date.
- C. Joining Bargaining Unit. Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following the beginning of their employment within the unit.
- D. Union Dues. 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. Arrearage. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in the payment of their dues.
- F. Notice of Arrearage. The Employer shall be notified, in writing, by the Union of any members who are sixty (60) days in arrears in payment of their dues. Employees who are sixty (60) days in arrears shall be discharged by the Employer within thirty (30) days after the receipt of the written notice from the Union.

ARTICLE III
CHECK-OFF OF UNION DUES - EMPLOYEE'S
AUTHORIZATION/REVOCATION

- 3.1: Payroll Deduction of Dues. The Employer will deduct from the pay of each member the monthly Union dues after receiving signed authorization to do so. The amount to be deducted shall be certified to the Employer by the Union.
- 3.2: Remittance to Union Office. All sums deducted shall be remitted to the Union office no later than the last day of the calendar month in which they are paid.
- 3.3: Carry Over of Dues Owed. If the employee has no pay due for said period, dues owing shall be deducted from their pay in subsequent pay periods in said calendar month.
- 3.4: Authorization Irrevocable. Authorization shall be irrevocable during the term of this Agreement.
- 3.5: Indemnity. The Union agrees to indemnify, save harmless the Employer against any litigation, claim or demand which is based upon action by the Employer, its agents, or employees in compliance with this Article.

ARTICLE IV
REPRESENTATION

- 4.1: Bargaining Committee. Employees shall be represented by a bargaining committee of not less than two members. This committee shall be elected in any manner determined by the Union, however, those selected must be on the seniority list.
- 4.2: Officers; Steward. In addition to the bargaining committee, the Union shall have a president, vice president and secretary/treasurer. The officers shall designate the person(s) who shall serve as the steward. Where it is necessary for them to perform their duties as Union representatives they will be permitted to leave their assigned work and will be compensated at their regular level of pay. This privilege is extended with the understanding that it will not be abused.
- 4.3: Notice to Employer. The Union will notify the Employer of the names and titles of their representatives within one week after their appointments. No representative will be permitted to act as such until the Employer has been advised of their appointment as representative.
- 4.4: Non-Discrimination of Members, Officers. There shall be no discrimination against any employee because of their membership in the Union, or because of his acting as an officer or on behalf of the Union.
- 4.5: Agency. The Union recognizes its responsibility as bargaining agent for its members and shall represent all members in the bargaining unit without discrimination.
- 4.6: Visits by Union Representatives. The Employer agrees that visits by accredited representatives of the Union shall have access to the premises of the Employer during working hours to conduct Union business pertinent to local members.
- 4.7: Special Conferences. Special conferences for matters other than grievances will be arranged between the steward and the Employer at the request of either party. Such meetings will be between the representatives of the Employer and at least two representatives of the Union. Arrangements for special meetings shall be made in advance of the meeting and an agenda of the matters to be discussed will be prepared. Only agenda items shall be discussed.
- Conferences shall be held at a time and place agreeable to both parties. The members of the Union attending the special conference shall not lose time or pay for time spent while in special conferences. These conferences may be attended by accredited representatives of the Union.
- 4.8: No Overtime For Union Business. Overtime pay shall not be paid to Union members who are attending regular scheduled Union meetings called by their steward or representatives of the Union.

ARTICLE V
GRIEVANCE PROCEDURE

- 5.1: Grievance Procedure Defined. The following procedure will be used to adjust, settle, and dispose of employee complaints:

- Step 1. An employee who feels aggrieved shall contact the steward to discuss the grievance prior to presenting it to the Court Administrator. If the employee and steward find it necessary, the grievance is presented to the Administrator for discussion. If discussion between the parties fails to settle the issue, the Union shall reduce it to writing and present it to the Administrator for his written, dated, signed response. The response must be returned to the Union five (5) business days after the receipt of the initial written complaint. If the response is not received then the grievance automatically goes to the next step.
- Step 2. If the Administrator's answer is unsatisfactory, the grievance may be presented by the Union to the Chief Judge, or the Chief Judge Pro-Tem in the absence of the Chief Judge, within five (5) business days after the Administrator's response is due/received. That Judge shall answer the grievance in writing to the steward and POAM within ten (10) business days; if they fail to do so the grievance automatically proceeds to Step 3.
- Step 3. If the answer of the Chief Judge is not satisfactory, the grievance may be referred by the steward to the POAM representative for further study. The POAM will confer with the local Union and jointly review the grievance.
- Step 4. If, after reviewing the grievance, POAM and the local Union feel that the grievance is still unsettled, they may, within ten (10) business days after receipt of the committee's answer and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice for arbitration, a request for a list of arbitrators may be made to the American Arbitration Association (the "AAA") by the party seeking arbitration. The parties will be bound by the rules and procedures of the AAA in the selection of an arbitrator.

The arbitrator selected will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issue(s) submitted.

The power of the arbitrator stems from this Agreement and his function to interpret and apply this Agreement and to pass upon alleged violations thereof. They shall have no power to add to, subtract from, or modify any terms of this agreement. Their decision shall be final and binding upon all parties involved.

The costs for the arbitrator's services, including his expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

- 5.2: Grievance Time Limitation. No grievance shall be processed unless it is presented within ten (10) working days of the occurrence of the alleged violation or knowledge of said occurrence.
- 5.3: Back Wages. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at their regular rate of pay.
- 5.4: Time Limit Waiver. Time limits between the various steps may be waived and/or extended by mutual written agreement of the parties.

ARTICLE VI
STRIKES AND LOCKOUTS

- 6.1: Agreement to Refrain. The parties of this Agreement recognize the service performed by governmental agencies and the duty of the Employer to render continuous service to the public it serves. Therefore, the Union agrees that it will not call, engage, or participate in, or sanction any strike, work stoppage or slowdown, sit-down, "blue flu", or any other action that would interfere with the conduct of the business of the Employer. The Employer agrees that it shall not lockout its employees or any part of its employees.

ARTICLE VII
DISCIPLINE AND DISCHARGE

- 7.1: Discipline Procedures. It is agreed that the maintenance of discipline is essential to the efficient operation of the court. The Employer agrees that in carrying out this disciplinary function they will:
- A. Provide Written Notice. In the event the Employer decides to discipline/discharge an employee, the employer shall give written notice to the Employee and steward of the reasons for the disciplinary action.
 - B. Request Meeting. At the request of the Union, a meeting to discuss the disciplinary action taken by the Employer may be held within two (2) business days of the request. If the meeting is denied by the Employer, the Union may proceed to item C, section 7.1.
 - C. Written Grievance. If the Union is dissatisfied with the Employer's decision regarding a disciplinary action, they shall present a written grievance at Step 2 within ten (10) business days of the Employer's actions. Failure to provide a written grievance within the appropriate time frame shall mean the Employer's action was just and the Union waives the employee's/Union's right to appeal the discipline/discharge.
 - D. Time Limitations-Prior Infractions. In imposing disciplinary action on a current charge, the Employer will not take into account any prior infractions which occurred more than one year previously. However, all disciplinary actions may be kept in an employee's personnel file for a two (2) year period of time. If the employee wishes a disciplinary action removed from their file they must notify the Employer who shall remove said action.
 - E. Time Limitations-Action Taken. The Employer shall take any disciplinary action against an employee within fifteen (15) business days of its alleged occurrence and/or the Employer's discovery of the alleged violation. If criminal charges are brought against an employee, the Employer shall take disciplinary/discharge action within fifteen (15) business days of any conviction/acquittal. Time limits shall not apply if the alleged violation is a violation of federal, state, or local law.

- F. Levels of Disciplinary Action. The court agrees to practice corrective discipline and recognizes four levels of action, which range from least to most severe, depending on the frequency and severity of the alleged violation. The levels are:
- 1) oral warning
 - 2) written reprimand
 - 3) suspensions with/without pay
 - 4) discharge
- G. Suspension. The Employer reserves the right to suspend with pay without written notification of the reasons for discipline/discharge (section 7.1A) for a period no greater than five (5) business days.

ARTICLE VIII
PROBATIONARY EMPLOYEES and SENIORITY

8.1: Probationary Employees.

- A. Probationary Period. A new employee shall be a probationary employee without seniority until they have completed ninety (90) calendar days of service. At the end of this ninety (90) day period they shall be terminated or have their probationary period extended, or be entered into the seniority list of the employer using the first day of their probationary period as the date of seniority. A probationary employee may be laid off or terminated at the discretion of the Employer without recourse to the grievance procedure.
- B. Completion/Renewal of Period. Probationary employees who were terminated during their initial probationary period but who have been rehired within ninety (90) days of the last day they worked, will be considered to have completed their probationary period which they had previously started. A probationary employee who completes their period in this manner will be credited with ninety (90) days of service retroactive from the date he completes his period for the purpose of determining their date of seniority for the unit-wide seniority list. Any laid off/terminated probationary employee hired after ninety (90) calendar days from the last day they were employed by the court will be considered a new employee and shall begin a new ninety (90) day period.
- C. Probationary Period Limit. Probationary periods shall be limited to two (2) ninety (90) day calendar periods.
- D. Employee Obligations During Probationary Period. Probationary employees must punch in/out at all times when leaving the building including their lunch period. They will be paid on an hourly basis for time worked until their probationary period is completed. A probationary employee shall receive pay and credit towards their probationary time when the court is closed for a holiday or other reasons beyond the control of the employee. Probationary employees shall be eligible for funeral leave and jury duty.

- E. Accumulation of Vacation/Sick Leave During Probation. Probationary employees accumulate vacation days (as described in Article XII, section 12.9) during their probationary period but cannot use same until such period has been completed. Effective January 1, 1993, probationary employees entered into the bargaining unit shall receive vacation days retroactive to the start of their probationary period, prorated at the rate of 1.25 days/month (using the 15/16 rule). Employees covered by this section shall receive one hundred percent (100%) payoff for unused days the second pay in January to a maximum of ten (10) days. Probationary employees may accumulate sick leave during the probationary period but shall not be paid for sick leave taken during the probationary period. Sick leave accumulations are 3/4 day per month based on the 15/16 rule.
- F. Insurance Benefits. Probationary employees are entitled to all non-reimbursable insurance benefits as soon as the carrier allows.
- G. Fringe Benefits. Probationary employees are not eligible to receive but will accrue the following fringe benefits during their period of probation: personal time, time for unpaid leave of absence, and any other reimbursable benefit provided by the Employer and/or the Funding Unit. Benefits become available upon successful completion of their probationary period and are effective the date their probationary period is completed. In emergency situations this restriction may be waived by mutual consent.
- H. Salary Increases. Probationary employees are not eligible for any scheduled salary increases until they have successfully completed their probationary period. A scheduled increase takes effect the date the employee completes their probationary period. Increases are not retroactive back to the scheduled effective date for other employees, i.e., July 1.
- 8.2: Seniority. Seniority is defined as the employee's length of employment since his last date of hire with the employer as defined in section 8.1(A) and (B) of this Article. For new employees and employees hired after this Agreement becomes effective, the following shall prevail:
- A. Seniority List. After completion of their probationary period, each employee shall be placed on the seniority list. Each employee shall be placed in the promotion schedule found in Article IX of this contract. In the event seniority dates are the same the employees shall be listed alphabetically.
- B. Employees Not Eligible For Seniority. Temporary, part-time clerical, or provisional employees shall not acquire seniority on either list. Temporary, part-time employees are employees who work irregularly; is hired for a period of thirty (30) working days; or who work not more than twenty (20) hours a week. Provisional employees are hired to replace a Union employee who may be off for an extended period of time (i.e., leave of absence, long-term disability, etc.). Temporary employees will not be used to replace regular employees nor work overtime unless all Union members have turned down said overtime offer. No more than four (4) temporary/part-time clerical employees may be employed at any given time. All provisions regarding temporary employees may be waived by mutual consent.

- 8.3: Layoff Procedure for Union Personnel. When there is an indefinite reduction in the work force the following procedure shall govern layoffs:
- A. Layoff Notice. The Employer will provide employee(s) with a fourteen (14) calendar day advance notice of layoff in writing.
 - B. Layoff-Temporary/Part-time/Provisional Employees. Temporary, part-time, or provisional employees will be laid off first in any order management chooses.
 - C. Layoff-Probationary Employees. Next to be laid off are probationary employees. They shall be laid off by hire date.
 - D. Layoff by Seniority. If additional layoffs are necessary, Union employees shall be laid off in Union seniority order, lowest seniority employees being laid off first.
- 8.4: Recall. Recall of seniority employees shall be in reverse order of layoff. Employees who are being recalled have seven (7) work days from date of notification by certified/registered mail to return to employment at the court. During this time a provisional employee may be hired until the Union employee returns. If the seniority employee fails to return during the seven (7) day period they shall forfeit their seniority and right to recall. A laid off employee will be notified at his/her last known address.
- 8.5: Forfeiture of Seniority. Seniority shall be lost/forfeited if any employee:
- A. Voluntary Separation. Voluntarily quits or retires.
 - B. Discharge. Is discharged and the discharge is not reversed through the grievance procedure.
 - C. Absence Without Notice. If the employee is absent for five (5) consecutive working days without notifying the Employer, unless it is physically impossible for them to do so.
 - D. Failure to Return on Recall. Fails to return on recall as described above.
 - E. Length of Layoff Period. If the employee is laid off for a period of one year, unless they have five (5) or more years seniority in which the layoff period shall be two years.
 - F. Disability. Separation upon settlement covering total disability.
 - G. Failure to Return From Leave. Failure to return from an unpaid leave of absence after leave period has expired.

ARTICLE IX
PROMOTION SCHEDULE

- 9.1: Classifications. For promotional purposes only, employees covered by this contract shall be classified into three categories based on their seniority. Employees shall automatically be promoted upon meeting the provisions of this Article. The classifications as based on seniority are as follows:

- A. ~~Court Services Specialist I~~ - up to 8 years seniority
- B. ~~Court Services Specialist II~~ - 8 to 15 years seniority-promotion effective the employee's 8th anniversary date.
- C. ~~Senior Court Services Specialist~~ - over 15 years seniority-promotion effective the employee's 15th anniversary date.

9.2: Additional Classification. Effective July 1, 1996, the 18th District Court created a new union classification of File Clerk. This position is not subject to the provisions of the promotion schedule found in this Article.

The File Clerk will be responsible for maintaining/locating/filing the case files of the district court as well as any other responsibilities assigned by management.

Regardless of seniority, the File Clerk(s) will be the first union personnel subject to layoff as described in 8.3D.

File Clerk(s) may apply for a Court Services Specialist I position should one become available but do not have an automatic right to that position.

ARTICLE X MANAGEMENT RIGHTS

10.1: Rights of Employer. The Employer retains the sole right and shall have the authority to manage and operate the district court including, but not limited to, the sole and exclusive right to decide the number and assignment of employees; to maintain order and efficiency; to make rules of conduct for employees; to hire, layoff, discipline, discharge, assign, transfer, promote employees; to determine the starting and quitting time of the employees; which days will be worked; subject only to the expressed regulations and/or restrictions governing the exercise of these rights which may be provided in this Agreement. The Employer shall have the sole and exclusive right to administer all matters not specifically covered by this expressly covered by this Agreement without limitations implied or otherwise.

ARTICLE XI UNPAID LEAVES OF ABSENCE

11.1: Period of Unpaid Leave. The Chief Judge/Court Administrator may grant leaves of absence without pay to employees for a period of up to thirty (30) working days. Requests for more than thirty (30) days may be recommended by the Administrator but must be approved by the Chief Judge.

11.2: Authorized Leaves. Unpaid leaves of absence may be granted for the following reasons:

- A. FMLA. Employees may be eligible for unpaid leave per Local Administrative Order 94-7 (pertaining to the Family and Medical Leave Act "FMLA").
- B. Military. For National Guard Duty or its equivalent.

- C. Union. For service with the Union.
 - D. Run for Office. Upon the announced intent to run for public office, other than precinct delegate, an employee may be granted a leave to campaign.
- 11.3: Notice of Intent to Return From Leave. When returning from an unpaid leave, the employee must notify, in writing, the Court Administrator fifteen (15) days in advance of the expiration of the leave, that they are ready, willing, and able to return to work. Extension of leave requests must be made in writing to the Court Administrator fifteen (15) days prior to the expiration of said leave. The Employer agrees to give a written answer, denying or approving an extension five (5) days before the leave expires.
- 11.4: Medical Insurance Premiums. Employees off on unpaid leaves may pay to the Employer's Funding Unit the amount of the medical premium per the regulations of the insurance carrier.
- 11.5: No Loss of Seniority. Employees on leave shall not lose seniority, and will accumulate up to one (1) year seniority providing they have more than three (3) years seniority with the Employer. Unpaid leave time does not count towards the employee's pension time.

ARTICLE XII
HOURS, WAGES, ECONOMIC BENEFITS

- 12.1: Hours of Operation. The Chief Judge shall establish regular starting and quitting times which may be amended with ten (10) business days written notice to the employees.
- 12.2: Work Week. The work week shall be Monday through Friday. The regular work week for the salaried clerical employees shall be set at thirty-five (35) hours per week. There may be a Letter of Understanding outlining a four (4) day work week for a five (5) day operation.
- 12.3: Premium Pay. With the prior approval from the Employer, employees are entitled to:
- A. Work in Excess of 7 Hours. Time and one-half will be paid for time worked in excess of the regular seven (7) hour work day.
 - B. Work in Excess of 35 Hours. Time and one-half shall be paid for time worked in excess of the regular thirty-five (35) hour work week.
 - C. Saturdays. Time and one-half shall be paid for all work on Saturdays.
 - D. Sundays. Double time will be paid for all work performed on Sundays.
 - E. Holidays. The holiday pay plus double time will be paid for all work performed on holidays.
- 12.4: Call Time. Any employee called in to work at the Employer's direction outside of their regularly scheduled shift shall be paid for the minimum of four (4) hours at the rate of time and one-half, or other appropriate overtime rate. If the call time assignment and the regular shift overlap, the employee shall be paid at the call time rate until they complete two (2) hours of work. The employee then shall be paid for his regular shift at the appropriate rate.

- 12.5: Relief Periods. There will be two (2) fifteen (15) minute relief periods granted to each employee, one in the morning and one in the afternoon. Additional relief periods shall be granted for any four (4) hour overtime increments. The Employer shall provide a place within the facility for these relief periods. Employees are not allowed to leave the premises/grounds without permission while on a relief break. The Employer reserves the right to schedule employees' breaks.
- 12.6: Equalization of Overtime. Overtime, at the direction of the Employer, will be rotated and equalized for those employees who request to be placed on the rotating overtime list and the employee must be qualified as determined by management to perform the work.
- 12.7: New Classifications. The steward shall be notified of new positions created within the court, the classification of the position and its pay rate. These positions shall be considered temporary for a ninety (90) day period. Thereafter, negotiations shall commence and continue for a thirty (30) day period of time. If Union status is unresolved it may proceed to the grievance process at the step prior to mediation.
- 12.8: Holiday Pay. The following shall be considered paid holidays:
- New Year's Day
 - Martin Luther King Jr.'s Birthday (3rd Monday in January)
 - President's Day (3rd Monday in February)
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - State/National General Election Days
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - Employee's Birthday (with 72 hour approval by Administrator/Chief Judge, employee may take any day within thirty (30) day period of their birth date).
- A. Weekend Holidays. If a holiday falls on a Saturday or Sunday, the holiday schedule will be the same as the funding unit holiday schedule.
- B. Absence When Scheduled For Holiday. If an employee is scheduled to work on a holiday and fails to show for reasons other than paid sick leave or paid vacation, they shall receive no holiday pay.
- C. Before/After Holiday. An employee must work the day before and the day after a holiday unless excused by supervision or has a written, valid doctor's excuse, or they forfeit the holiday pay.

12.9: Vacation. The following vacation schedule, which went into effect January 1, 1993, applies to all union employees:

<u>Years of Seniority</u>	<u>Days of Vacation</u>
0 - 3	15 - 105
3 - 7	20 - 140
7 - 10	25 - 175
10 - 20	27 - 189
Over 20	30 - 210

Vacation days are credited to the employee's bank every January 1st. In addition, on the employee's actual seniority date, the employee shall be credited with any additional days which may be due in accordance with the above schedule. [Example: on January 1, Employee has almost 7 years of service and is entitled to 20 days of vacation. On Employee's seniority date of August 1, he/she is immediately entitled to the additional 5 days of vacation due employees with 7-10 years of service.]

- A. Payment For Unused Vacation. Beginning January 1, 1999, employees must use at least ten (10) vacation days annually. Any unused vacation days over ten (10), but not to exceed twenty (20), will be paid to the employee on the second pay in January of each year.
- B. Vacation Pay After Retirement, Death, Voluntary Separation. Upon a MERS retirement, death of the employee, or voluntary separation, a maximum of ten (10) days of unused vacation shall be paid at the full rate at the time of separation to the employee or beneficiary.
- C. Illness During Vacation. When sickness occurs while on annual leave the time may be charged to sick time. Application for making this change must be made upon the employee's return to work and must be supported by a doctor's signed, written statement.
- D. Vacation Requests On March 1. Vacations will be granted at such times during the year as suitable, providing that the Employer is notified of the employee's desire on March 1st of each year. Vacations will be granted providing they do not provide a hardship on the court. In the event two or more employees desire the same time seniority shall prevail. After March 1st, the earliest request shall be considered for approval. The Employer will allow four (4) union employees, two (2) from the traffic/criminal division, one (1) employee from civil division and one (1) from the probation department to be off on annual leave at the same time, unless otherwise approved by the Employer.
- E. Requesting Paycheck Before Vacation. If a regularly scheduled pay day falls during an employee's scheduled vacation, the employee may receive their check the pay day before if they request said check in advance on their vacation request form. Should an employee take an unscheduled vacation, they must make a request for their check in advance one month before leaving on said vacation. The employee's decision regarding prepay or no prepay as indicated on the vacation request form is final. No decision on that form shall indicate that the check shall not be paid.
- F. Holiday Falls During Vacation. When a holiday is observed during a scheduled vacation, the vacation shall be extended one day continuous with the vacation.

- G. December Vacation Rotation. Effective January 1, 1996, vacations during the latter part of December each year shall be rotated in accordance with the seniority list. If for any reason an employee chooses to pass on vacation during this time, she/he will not be able to trade-off said time. The employee shall have completed three (3) years of service before she/he will be eligible for rotation. The Union steward shall be responsible for maintaining the rotation schedule.

The time period for the above-described vacation shall be defined as:
-the week in which Christmas Day falls and
-the week in which New Year's Day falls.

- H. Vacation-Prohibited Practices. Annual leave hours shall not be allowed in advance of being earned. If an employee has insufficient time accumulated a payroll deduction for the lost time shall be made. Donation of vacation from one employee to another is prohibited.

- I. Vacation Increments. Vacations shall be taken in increments of five (5) consecutive days. Vacations may be split into one or more weeks providing such scheduling does not interfere with court operation. The intent is to limit the taking of annual leave days to five (5) day blocks. Requests for annual leave days that are less than five (5) days will be considered by the Employer if said request does not cause a hardship on the court operations and only after all five (5) day requests have been considered.

- 12.10: Personal Leave. Beginning January 1, 1995, five (5) personal leave days shall be granted each calendar year for employees who have completed their probationary periods. Said days cannot be accumulated and only one personal day shall be granted to an employee in the month of December. Said leave days are credited January 1st of each year.

~~12.11: Sick Leave, Short Term and Long Term Disability. The following schedule becomes effective July 1, 2007.~~

- A. ~~Calling In Sick. Employees who will be absent from work must notify court supervision within one-half hour after their scheduled work day begins, unless they are physically unable to do so. Employees who have previously used three (3) sick days during a calendar year, when calling in a subsequent sick day (fourth and beyond) must personally speak to a member of the administrative staff (as defined by the Recognition section of this contract) within one-half hour of their scheduled starting time unless physically unable to do so. Failure to comply with this section shall result in the employee being considered absent without pay.~~
- B. ~~General Sick Leave Provisions. Effective July 1, 2007, employees shall be credited with nine (9) sick leave days. Employees shall receive an additional nine (9) days per year credited at the rate of 3/4 of a day per month. Sick leave bank accumulations shall not exceed forty-five (45) days. At the end of any calendar year, any time exceeding the maximum of forty-five (45) days shall be paid at 100% of the employee's prevailing rate of pay on the second pay in January of the following year. Upon retirement or termination the employee shall receive 100% payment for sick leave days up to the maximum of forty-five (45) days. Upon the death of an employee, 100% payment of unused sick leave to the maximum of forty-five (45) days shall be paid to the employee's beneficiary. Accumulation paid to the employee at termination or to the employee's beneficiary shall be at the employee's prevailing rate of pay. For payment of any sick leave the employee must have completed their probationary period. There will be no~~

~~donation of sick leave from one union employee to another (this provision may be waived at the request of an employee and with the consent of management and the union membership). Employees off sick for three (3) days or more are required to provide a written doctor's excuse verifying illness. The Employer reserves the right to obtain validation of injury/illness and/or verification to return to work from a doctor of its choosing.~~

- C. Short term disability illness. Effective July 1, 2007, on the eighth (8) calendar day after an illness or disability, the Employer shall pay seventy-five percent (75%) of the employee's base rate until the employee returns to work or until the illness extends to meet the criteria of a long-term disability. The following schedule applies to the remainder of the contract: Effective July 1, 2008, 75% of the base rate shall be paid on the fifteenth (15) calendar day; effective July 1, 2009, 75% of the base rate shall be paid on the twenty second (22) calendar day of an illness or injury; and, effective July 1, 2010, 75% of the base rate shall be paid on the thirty first (31) calendar day of an illness or disability until the employee returns to work or become eligible for long term disability under the contract.
- D. Long term disability/illness. On the ninety-first (91st) calendar day of said illness or disability the Employer's long-term disability ("LTD") carrier (through the Funding Unit) shall provide payment of sixty-six and two-thirds percent (66-2/3%) of the employee's base rate. The sixty-six and two-thirds percent (66-2/3%) benefit will continue to be paid by the insurance carrier until the Employee reaches age sixty-five (65) as described in the Duration of Benefits schedule found in the policy.
- E. Continued Fringe Benefits. All applicable fringe benefits (with the exception of vacation accumulations, personal leave days, physical exams and tuition reimbursement) remain in effect during extended illnesses for up to two (2) years while an employee is off on medical leave of absence.
- F. Sick leave defined. Sick leave is provided to permit an employee to remain in a pay status while absent from work because of an illness or injury to the employee or a member of their immediate family (as defined in the funeral leave section of this contract) that requires the employee's care and attention (proper documentation of the family member's illness may be required); pregnancy; or contagious disease (a contagious disease is considered a disease in which the inflicted person is subject to quarantine).
- G. Increments of Sick Time. Sick time may be used in increments of days or hours as needed to cover the employee's scheduled doctor/dental appointments. It shall be the employee's obligation upon returning to work to provide the Employer with a dated and timed doctor/dental excuse.
- H. Effect of Sick Leave on Seniority. While on an extended illness seniority shall continue as far as the pension plan is concerned. For a layoff, longevity, and promotional (if level of performance requirement is met) purposes no more than two (2) years seniority from the ninety-first (91st) day shall accumulate.

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1. ~~Well-Being Incentive~~ A bonus of seven hundred fifty dollars (\$750.00) will be paid to employees who use no more than three (3) sick days in a calendar year. The bonus will be paid on the first pay in February to eligible employees on the payroll as of January 1st. ~~This well-being plan became effective January 1, 1999.~~

12.12: Workers' Compensation. For on-the-job injuries each employee will be covered by the applicable Workers' Compensation laws and the Employer further agrees that for a period of one (1) year after the date of injury/illness they shall pay the employee an amount sufficient to make up the difference between the compensation payment and their regularly weekly income.

It is agreed that employees shall not receive duplicate compensation for time lost on the job (i.e., compensation through LTD policy and Workers' Compensation). If at a future date a Workers' Compensation claim is filed and awarded while an employee has been receiving LTD payments, then the employee shall reimburse the Employer and/or insurance carrier for duplicate benefits received.

12.13: Funeral Leave. In case of a death in the immediate family of an employee, the employee shall be granted a leave of absence with pay not to exceed five (5) working days, if the maximum time is needed. Immediate family shall include the employee's:

spouse, parents, children, brothers, sisters,
parents-in-law, son/daughter-in-law,
grandparents, grandchildren
and corresponding relatives of the employee's spouse.

In the event of the death of other relatives (i.e., uncles, aunts, cousins), the employee shall receive one (1) day paid leave if the funeral is in the local area and three (3) days if out of the local area. This leave is not chargeable to vacation or sick leave banks.

12.14: Jury Duty. Employees with seniority called for jury duty will be granted a leave of absence with pay for as long as they are acting as jurors, providing they provide Employer with proof of jury duty. Any stipend received for jury duty may be kept by the employee.

12.15: Pension. The Employer, through the Funding Unit, shall provide employees with a pension under the Municipal Employees' Retirement System ("MERS"), pursuant to Public Act 135 and 314, amended Act 427 of the State of Michigan. The program shall consist of the B-2 pension plan (as defined in the MERS information pamphlet) with the E, E-1, E-2 riders, FAC-3, V-8 and the F-55 waiver. The Employer will contribute all costs to the plan.

See
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Effective July 1, 1998, the pension plan was amended to include plan B-4 with age 50 and twenty-five (25) years of service or age 55 with fifteen (15) years of service, V-6, RS50, E, E-1 and E-2 riders, and FAC-3.

Effective October 1, 2003, the current pension plan shall be further amended to include a two and eight-tenths percent (2.8%) multiplier (up to twenty-five (25) years, with a one percent (1%) factor after twenty-five (25) years of service, with a maximum benefit of eighty percent (80%).

Any employee hired after October 1, 2003, will be placed in the MERS retirement system at a B-2 level (with a two percent (2%) multiplier) with age 50 and twenty-five (25) years of service or age 55 with fifteen (15) years of service with a V-8, FAC-5, RS50, and E-2 rider. The Employer shall contribute all costs to the plan.

12.16: Insurance Programs. The Employer, through the Funding Unit, shall provide eligible employees with the following insurance and/or reimbursement programs (which became effective November 1, 1995):

A. Choice of Medical Plan. The Employer, through the Funding Unit, shall provide medical/hospitalization insurance choices as provided below:

- See you*
1. Michigan Blue Cross/Blue Shield. "Traditional" hospitalization and medical insurance with DRI-300 deductible program as described in the Blue Cross/Blue Shield pamphlet incorporated herein by reference. Additional riders or benefits to be provided:
 - a. PCS Preferred Prescription Drugs \$5.00 Deductible, PD-Mac (Generic Drugs unless Doctor specified) Cosmetic Drugs are not covered.
 - b. XF-Exact Fill (Complements Medicare Part A)
 - c. GLE-1 (excludes experimental/research care, services, or supplies)
 - d. SAT 2 (residential substance abuse by hospitals subject to day/dollar maximums)
 - e. FC (family continuation coverage [students to 25])
 - f. SD (coverage for sponsored dependents)
 - g. Well-baby Care
 - h. Master Medical V program (i.e., \$150 deductible with 80/20 co-pay program up to \$1000 out-of-pocket cap)
 - i. Rider RM - Mammography coverage.
 2. Preferred Provider Program. A preferred provider program with the same benefits as above exclusive of the DRI-300 deductible program.
 3. HMO. Any HMO system available to employees will require a \$10 office visit deductible and a \$5 drug deductible (became effective November 1, 1995).
 4. Mutual Gains. Mutual gains program as amended on November 1, 1994 is recognized.

- B. M-Care participants/coverage for employees hired after July 1, 2007. Employees hired after July 1, 2005, currently covered by M-Care shall be transferred to Blue Care Network in the event of the dissolution of M-Care due to the takeover by Blue Cross. Employees hired prior to July 1, 2005, may select any of the insurance programs offered by the employer through its funding unit. For employees hired after July 1, 2007, the employer, through its funding unit, shall provide the employee and his/her eligible dependants with Blue Care Network medical insurance coverage. In lieu of Blue Care Network, the employee may choose a less costly HMO plan offered by the employer, or may choose one of the more costly coverages provided the employee pays the difference between the premium of the more costly plan and Blue Care Network. The provisions regarding Mutual Gains and Office Visits apply to employees hired after July 1, 2007. Any employee hired after July 1, 2005, shall have a \$10.00 prescription co-pay.
- C. Vaccinations. Employees covered by this Agreement are eligible for a reimbursement of up to twenty-five dollars (\$25) for an annual influenza vaccination and up to twenty-five dollars (\$25) for a pneumonia vaccination every five (5) years. Employer will reimburse employees upon proof of expenditure.
- D. Reimbursement for Physical Exams. The Employer agrees to reimburse employees one hundred (\$100.00) for a physical examination every fiscal year (i.e., July 1 to June 30).
- E. Dependant Medical Coverage Upon Death of Employee. If the employee dies, the employee's dependents, as defined by the IRS criteria, shall receive continued medical and hospitalization coverage for one (1) year, to be paid for by the Employer's Funding Unit.
- F. Medical Coverage to Retirees. The Employer's Funding Unit shall provide medical benefits to retirees on the same basis as active, current employees (M 65 program for those on Medicare). The percentage of monthly premium/coverage cost will be paid per year of pensioned service according to the following schedule:
- Retirement after 7/1/95 - 7% per year of service
- The former employee or eligible spouse must be drawing MERS or state pension.
- G. Life Insurance. The Employer agrees to provide employees a \$100,000 convertible term life insurance policy. The policy will be double indemnity in the event of an accidental death or dismemberment. Retirees drawing a MERS pension are eligible for a \$25,000 policy.
- H. Optical Coverage - Current Employees. The Employer will pay for an annual eye exam for the employee, employee's spouse and dependent children (IRS eligible) and pay for family optical costs for glasses/contacts up to three hundred and fifty dollars (\$350.00) every fiscal year at the doctor of the employee's choosing. Payment shall be made only upon the presentment of proof of expenditures.

- I. Optical Coverage - Retirees. The Employer's Funding Unit will reimburse the retiree the costs of an eye exam for the retiree and his/her dependants every other fiscal year. In addition the Funding Unit shall reimburse the retiree up to one hundred dollars (\$100.00) of family optical costs (i.e., glasses or contacts lenses) every other fiscal year. The optical services may be obtained from the doctor of the retiree's choosing. Payment shall be made only upon the presentment of proof of expenditure. The retiree must be drawing a MERS/state pension.
- J. Dental Coverage - Current Employees. Effective November 1, 1995, the dental plan was changed from a co-pay of 50/50 to 80/20 with a per-person maximum of fifteen hundred dollars (\$1500), per contract year on Class I and II benefits (as described in the dental care provider's informational pamphlet) with a per-person lifetime benefit cap of one thousand dollars (\$1,000) for orthodontics.
- K. Dental Coverage - Retirees. The Employer's Funding Unit shall provide to retirees drawing a MERS or state pension the dental coverage described in 12.16 (J) (above). For employees who retire after July 1, 1995, the Employer's Funding Unit shall pay seven percent (7%) of the dental premium cost per year of service for the retiree and retiree's spouse.

12.17: Longevity Effective July 1, 2007, longevity shall be paid as follows:

See below

<u>Years of Seniority</u>	<u>Amount Per Year</u>
0-8	\$65.00
8-15	\$110.00
Over 15	\$150.00

Longevity shall be paid to all employees on the payroll as of November 1st of each year and shall be paid on the 2nd pay in November. Pro-rated payments shall include 1/12 of the eligible amount (according to the above schedule) for each month worked under one (1) year as of November 1st (using the 15/16 rule). Retirees shall receive longevity at separation pro-rated at the rate of 1/12th per month for every month worked using the 15/16 rule. Employees shall not be eligible for longevity if they have not completed their probationary period.

12.18: Pay Day. All employees shall be paid by check (or will receive a voucher if the employee has elected to participate in a direct-deposit plan) every two (2) weeks. Checks will be distributed every other Friday by the Administrator and/or their designee. It is recognized that certain deductions (i.e., FICA, federal and state income tax, union dues, etc.), will be taken from an employee's gross pay. Other deductions (i.e., additional tax deductions, credit union payments, deferred compensation, etc.), may be taken at the request of the employee. Corrections to employee's checks of less than twenty-five dollars (\$25.00) will be paid within three (3) working days. Corrections of more than twenty-five dollars (\$25.00) shall be made on that same pay day.

Employees are responsible for preparing and submitting accurate time cards on which their pay is to be based. Any time card containing errors which is signed by the employee and submitted to the Funding Unit shall not be subject to correction at a later date.

12.19: Tuition Reimbursement. With the prior approval of the Chief Judge/Administrator, employees may receive reimbursement for tuition, registration, and related texts up to a maximum of two thousand five hundred dollars (\$2,500.00) per school year upon successful completion of a course at an accredited school corresponding to their job duties at the court. The school year will be September 1 through the following August 31. Reimbursement will be made upon proof of expenditures and successful (grade of C or better) completion of the course. Reimbursement shall not be made for miscellaneous fees, parking fees, student activity fees, etc., charged by the school. Employees must remain employed by the Court for one full year after completion of courses.

12.20: Mileage Reimbursement. If employees are required to use their own cars for job related tasks they shall be reimbursed at the current rate set by the IRS and adjusted annually, but at no time shall payment be less than twenty-five cents (25¢) per mile. A mileage sheet must be prepared and submitted with the employee's time card for the reimbursement to be processed and paid.

12.21: Salary Structure. Effective July 1, 2007, and every July 1 thereafter upon ratification, the following hourly salary structure shall be established:

*See
 Code*

	July 1, 2007	July 1, 2008	2009	2010	2011
File Clerk	\$13.83	\$14.45	\$15.03	\$15.57	\$16.07
Court Services Specialist I	\$19.44	\$20.06	\$20.64	\$21.18	\$21.68
Court Services Specialist II	\$20.61	\$21.23	\$21.81	\$22.35	\$22.85
Senior Court Services Specialist	\$21.96	\$22.58	\$23.16	\$23.70	\$24.20

The wage progression for Court Services Specialists is:

- 80% from start date to 1 year of service
- 85% from 1 to 2 years of service
- 90% from 2 to 3 years of service
- 95% from 3 to 4 years of service
- 100% on 5th year anniversary - *Should be 4th year per Beth Woodsworth 5/2008*

Adjustments in accordance with the above schedule shall be made on July 1st of each year with the following exceptions: Adjustments to those employees with less than five (5) years seniority shall be made on their anniversary date, and any employee moving to a new job classification.

For the position of file clerk only, eighty percent (80%) from start date until successful completion of the probation period. One hundred percent (100%) upon completion of probation period and entry into the Union. Negotiated adjustments to the file clerk's wage, if any, will be made July 1st of each year.

12.22: Re-Open Salary Structure Article. The hourly progression for the increases are: 2007, \$00.65; 2008, \$00.62; 2009, \$00.58; 2010, \$00.54; and 2011, \$00.50. If the City of Westland and AFSCME Local 1602 negotiate a contract containing greater hourly increases for its C-1 clerical employees for the years 2010 and 2011, the employees covered under this contract shall automatically be granted an increase equal to that of the C-1 employees.

*See
 Code*

ARTICLE XIII
GENERAL PROVISIONS

- 13.1: Bulletin Board. The Employer agrees to provide the Union with a bulletin board which shall be used to post Union activities and other notices including but not limited to: notice of Union meetings, social and recreational functions, notice of Union elections, results of Union elections. The Employer may also post court orders, rules, etc., that apply to court procedures.
- A. Union Responsibility. The policing of the Union bulletin boards is an obligation of the Union. The Employer may oversee this and can expect the Union to maintain it properly.
- B. Material Posted. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political or controversial, or anything reflecting upon the Court/City, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall entitle the Employer to request the Union to remove such material.
- 13.2: Rule Changes. The Union shall be informed of any present or future work rules/changes before they take effect. The Union reserves the right to challenge the rules/changes through the grievance process.
- 13.3: Special Meetings-Health and Safety Issues. The Union shall have the right to request a special meeting on any working condition that endangers/effects the health and safety of the employees.
- 13.4: ID Cards. Identification cards with photos will be issued to all employees renewable at the start of a new contract period. It is understood that these ID cards are the property of the Employer and shall be promptly returned to the court by the employee upon termination of employment. No employee shall have made any other type of ID, badge, etc., for the purpose of identifying themselves to anyone as a court employee.
- 13.5: Union Work. Supervision will not, except in mutually agreeable emergency situations, perform bargaining unit work. The Court Administrator, Deputy Court Administrator, and Executive Secretary may perform bargaining unit work for the purpose of being able to fill in on an emergency basis as well as for the purpose of understanding all tasks assigned to clerks so that they can make informed decisions regarding assignments, etc.
- 13.6: Reporting to Work. Employees are expected to report to work on time; be at their desks prepared to work; and to observe working hours that have been established. Employees failing to report on time shall have the time deducted from their pay in increments of one-tenth for every six minutes missed. The time clock shall be used for the purpose of punching in and out in the morning and afternoon only (excluding probationary employees).
- 13.7: Integration. This is the sole Agreement between the parties. It may be amended any time by mutual agreement, in writing, and such amendment will become part of this Agreement at the conclusion of the negotiations. No individual can modify or amend this Agreement. In that view, the Employer agrees that it will not aid, promote, or finance any other labor group/organization.

- 13.8: Promotions Out of Union. The following applies to any employee who is a member of the Union on the effective date of this contract: Any employee promoted out of the bargaining unit shall retain the seniority they had at the time of promotion. They shall not accumulate Union seniority while out of the bargaining unit. Seniority employees wishing to return to the Union because of layoff/termination of non-Union position may bump back into the Union position holding job classification and seniority they held at the time of promotion out of the bargaining unit. Severance pay, etc., shall not be paid to those employees exercising their right to re-enter the Union. The lowest seniority employee shall be laid off upon re-entry of higher seniority personnel.
- 13.9: Emergency Weather Conditions. In the event of a weather emergency and the Court is closed, the employees covered by this Agreement shall not have the time charged against their accumulated leave (i.e., vacation or personal days).
- 13.10: Drug/Alcohol Use. Employees in possession, using, or selling illegal drugs or alcohol on the job may be subject to disciplinary action up to and including immediate discharge.
- 13.11: Non-Discrimination. The Employer shall not discriminate against any employee because of age, sex, race, marital status, nationality, religious or political beliefs or activity, Union activity, or disability.
- 13.12: Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the Agreement.
- 13.13: Savings Clause. Nothing in this Agreement is intended to be in conflict with existing state law. In the event that any provision of this Agreement shall at any time be held prohibited by or invalid under applicable law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits for doing so, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.
- 13.14: Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally and/or by certified mail, return receipt requested, addressed as follows:

To Union:

Business Agent
Police Officers Assn. and
of Michigan
27056 Joy Road
Redford, MI 48239

President
18th District Court Workers Assn.
c/o 18th District Court
36675 Ford Road
Westland, MI 48185

To Employer:

18th District Court
Attn: David R. Wiacek, Court Administrator
36675 Ford Road
Westland, Michigan 48185

13.15: Outside employment. As a condition of employment, employees covered by this agreement shall receive approval of the Chief Judge and/or Chief Judge Pro-Tem/Court Administrator prior to accepting any additional employment outside the Court. Request must be made in writing to the Court Administrator.

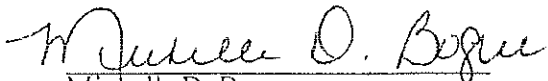
ARTICLE XIV
DURATION OF AGREEMENT

14.1: Term. With noted exceptions this contract is in full force and effect July 1, 2007, and will remain in full force and effect until June 30, 2012, unless either party notifies the other in writing of a desire to amend, modify, or terminate the agreement. Termination notices must be sent by certified mail sixty (60) days prior to the annual expiration date to affect a termination.

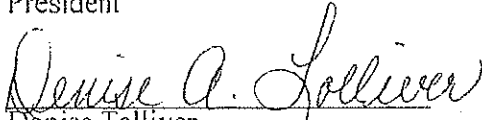
If a new agreement is not negotiated and in place by June 30, 2012, this contract will remain in full force and effect until such time as a new agreement is reached and ratified by both parties.

UNION:

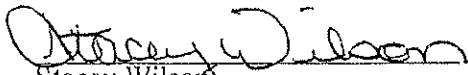
18th District Court Workers Association,
a subchapter of the Police Officers
Association of Michigan



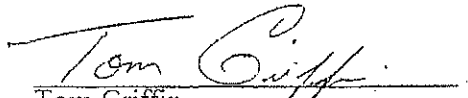
Michelle D. Bogue
President



Denise Tolliver
Vice President



Stacey Wilson
Secretary/Treasurer



Tom Griffin
Business Agent, POAM

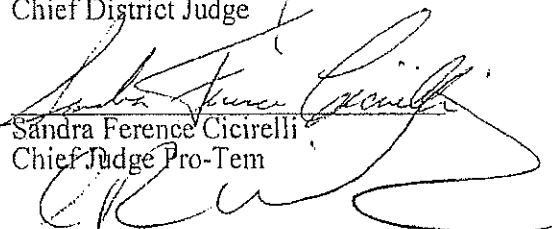
Dated: 6-1, 2007

EMPLOYER:

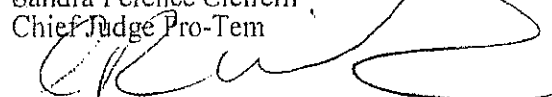
The State of Michigan
18th Judicial District Court



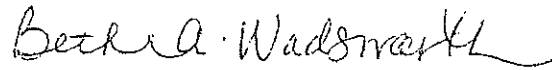
C. Charles Bokos
Chief District Judge



Sandra Ference Cicirelli
Chief Judge Pro-Tem



David R. Wiacek
Court Administrator



Beth A. Wadsworth
Deputy Court Administrator

Dated: June 1, 2007

C. H. Selway

STATE OF MICHIGAN



SANDRA FERENCE CICIRELLI
DISTRICT JUDGE

MARK A. McCONNELL
DISTRICT JUDGE

THE DISTRICT COURT
18TH JUDICIAL DISTRICT
36675 FORD ROAD
WESTLAND, MICHIGAN 48185 - 2210
734 • 595-8720
FAX 734 • 595-0160
email: questions18dc@aol.com
web: www.18thdistrictcourt.com

DAVID R. WIACEK
MAGISTRATE

BETH A. GARGILL
COURT ADMINISTRATOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MICHIGAN
18TH JUDICIAL DISTRICT COURT AND
THE 18TH DISTRICT COURT WORKERS ASSOCIATION

The State of Michigan 18th Judicial District Court (Employer) and the 18th District Court Workers Association (Union) hereby agree that the current collective bargaining agreement (CBA) shall be extended until June 30, 2016, in its entirety, with the below listed modifications which shall be effective as of July 1, 2010.

- 1) Wages for employees shall be adjusted as listed below
 - July 1, 2010: 0%
 - July 1, 2011: 0%
 - July 1, 2012: hourly rate increase: \$0.54
 - July 1, 2013: hourly rate increase: \$0.50
 - July 1, 2014: increase 1% of base pay
 - July 1, 2015: increase 2% of base pay

- 2) Regarding the purchasing of generic time, the Union accepts the terms as outlined in the "Generic Time" document (attached), with generic time purchase contingent upon MERS acceptance and Westland City Council approval with City funding for City's portion of purchase. Members shall have 90 days from ratification to request, review, and accept MERS calculation.

- 3) Effective July 1, 2012 current members of the bargaining unit shall have the PPO1 health care plan provided by Blue Cross Blue Shield funded by the Employer through the City of Westland as their active duty and retirement health care plan.

- 4) New hires (employees hired on or after July 1, 2010) shall have the PPO2 health care plan provided by Blue Cross Blue Shield funded by the Employer through the City of Westland as their active duty health care plan. There shall be no retiree health care/insurance for employees hired on or after July 1, 2010.
- 5) Pension for new hires (employees hired on or after July 1, 2010) shall be a defined contribution plan with the City contributing 7% and the employee contributing 5% of their base bi-weekly salary each pay period.
- 6) There shall be no Well Being bonus for new hires (employees hired on or after July 1, 2010).
- 7) Longevity pay shall be eliminated for all members of the bargaining unit after the November 2010 payment.

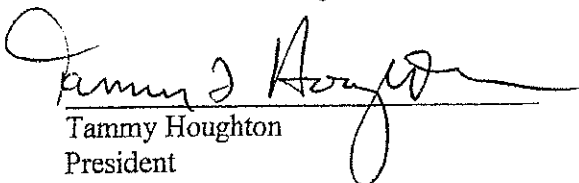
This MOU shall be contingent on Union membership ratification.

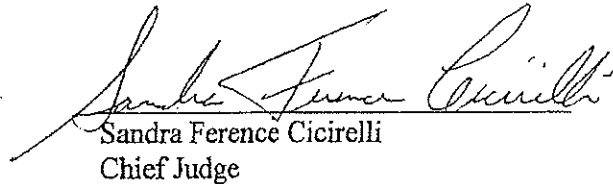
UNION:

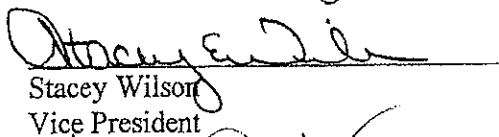
EMPLOYER:

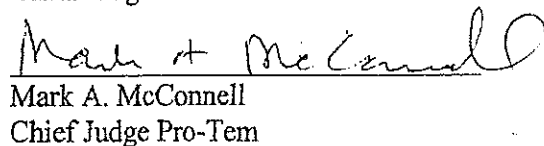
18th District Court Workers Association,
A subchapter of the Police Officers
Association of Michigan

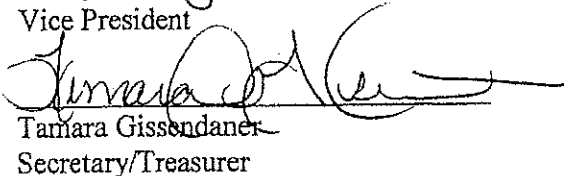
The State of Michigan
18th Judicial District Court

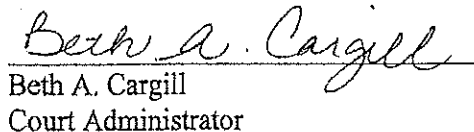

Tammy Houghton
President

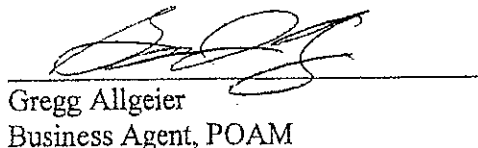

Sandra Ference Cicirelli
Chief Judge

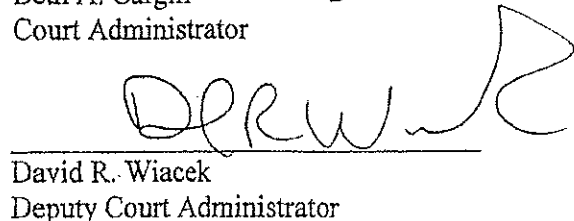

Stacey Wilson
Vice President


Mark A. McConnell
Chief Judge Pro-Tem


Tamara Gissendaner
Secretary/Treasurer


Beth A. Cargill
Court Administrator


Gregg Allgeier
Business Agent, POAM


David R. Wiacek
Deputy Court Administrator

Dated: June 4, 2010

Dated: June 4, 2010

STATE OF MICHIGAN



SANDRA FERENCE CICIRELLI
DISTRICT JUDGE

MARK A. McCONNELL
DISTRICT JUDGE

THE DISTRICT COURT
18TH JUDICIAL DISTRICT
36675 FORD ROAD
WESTLAND, MICHIGAN 48185 - 2210
734 • 595-8720
FAX 734 • 595-0160
email: questions18dc@aol.com
web: www.18thdistrictcourt.com

DAVID R. WIACEK
MAGISTRATE

BETH A. CARGILL
COURT ADMINISTRATOR

GENERIC TIME:

1. The State of Michigan 18th Judicial District Court ("Employer" hereafter) desires to offer the 18th District Court Workers Association ("Union" hereafter) employees the option of buying years of generic time to obtain the required years of credited service and to provide for a retirement opportunity for employees under the terms and conditions below. This shall be contingent on MERS acceptance and the approval of Westland City Council with City funding for City's portion of purchase.
2. The Union agrees to the terms and conditions to purchase years of generic time by eligible members of the bargaining unit.
3. The Employer and the Union agree that any bargaining unit member who has either [1] at least twenty (20) years of pension service credit as of June 30, 2014 regardless of age; [2] at least ten (10) years of pension service credit as of June 30, 2014 and be at least fifty-five (55) years old; would be allowed to accept this proposal as outlined in the Memorandum of Understanding and would be eligible to retire with the following terms and conditions:
 - a. Employees shall be allowed to purchase up to five (5) years of credited service (generic time) by paying five percent (5%) of last year's pension eligible wages per year purchased. These wages include overtime, well being bonus, longevity, vacation/sick payout and the employee's base wages.
 - b. The employee may receive up to five (5) additional years of pension service credit to achieve a maximum of twenty-five (25) years of credited service or fifteen (15) years of credited service to achieve the requirements of paragraph #3 above; and
 - c. The employee must be eligible to retire no later than June 30, 2014; and

- d. Employees who do not have the minimum years to retire prior to October 31, 2010 must retire on the first day he/she is eligible to retire, after receiving the purchased service credit. Employees who have the minimum years to retire as stated in paragraph #3 above shall have until October 31, 2010 to retire after receiving the purchased service credit.
- e. For purposes of calculating the employee's Final Average Compensation (FAC), the employee shall have their last year's wages increased by the amount they received as payment for any unused vacation/sick time or any unused vacation/sick time that is used to purchase generic time that is in the employee's vacation/sick bank; and
- f. The employee must sign a form acceptable to the Employer and Union releasing the Employer and their officials from all legal claims (not including claims for workers' compensation) through the date of signing the agreement.
- g. The employee's election to voluntarily retire no later than June 30, 2014 shall be irrevocable. Nothing in this agreement modifies the Employer's right to discharge an employee for just cause as defined by the collective bargaining agreement prior to this retirement date. The Union and employee retain the right to challenge such discharge through the grievance procedure, including arbitration.
- h. Employees shall be permitted to use their unused vacation/sick banks to purchase years of generic time. The employee must waive any right to payment from the Employer for any unused sick or vacation time that is used to purchase years of generic time. For the purpose of this offer only, employees who purchase generic time shall receive payment for 100% of the remaining hours in his/her sick or vacation banks that is not used to purchase years of generic time.
- i. An eligible employee must elect by the time frame outlined in the Memorandum of Understanding to purchase generic time and retire under this proposal.
- j. Employees who elect to purchase generic time and who could subsequently be laid off before the agreed to retirement date, would receive credit for the time during which they were laid off, as if they had remained working for purposes of calculating FAC and years of service credit for pension purposes only.

C. M. Selway

STATE OF MICHIGAN



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DISTRICT JUDGE

MARK A. McCONNELL
DISTRICT JUDGE

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COURT ADMINISTRATOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MICHIGAN
18TH JUDICIAL DISTRICT COURT AND
THE 18TH DISTRICT COURT WORKERS ASSOCIATION

The State of Michigan 18th Judicial District Court (Employer) and the 18th District Court Workers Association (Union) hereby agree that the current collective bargaining agreement (CBA) shall be extended until June 30, 2016, in its entirety, with the below listed modifications which shall be effective as of July 1, 2010.

- 1) Wages for employees shall be adjusted as listed below
 - July 1, 2010: 0%
 - July 1, 2011: 0%
 - July 1, 2012: hourly rate increase: \$0.54
 - July 1, 2013: hourly rate increase: \$0.50
 - July 1, 2014: increase 1% of base pay
 - July 1, 2015: increase 2% of base pay

- 2) Regarding the purchasing of generic time, the Union accepts the terms as outlined in the "Generic Time" document (attached), with generic time purchase contingent upon MERS acceptance and Westland City Council approval with City funding for City's portion of purchase. Members shall have 90 days from ratification to request, review, and accept MERS calculation.

- 3) Effective July 1, 2012 current members of the bargaining unit shall have the PPO1 health care plan provided by Blue Cross Blue Shield funded by the Employer through the City of Westland as their active duty and retirement health care plan.

4) New hires (employees hired on or after July 1, 2010) shall have the PPO2 health care plan provided by Blue Cross Blue Shield funded by the Employer through the City of Westland as their active duty health care plan. There shall be no retiree health care/insurance for employees hired on or after July 1, 2010.

5) Pension for new hires (employees hired on or after July 1, 2010) shall be a defined contribution plan with the City contributing 7% and the employee contributing 5% of their base bi-weekly salary each pay period.

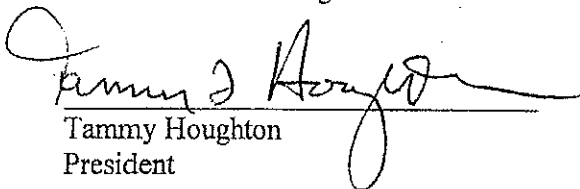
6) There shall be no Well Being bonus for new hires (employees hired on or after July 1, 2010).

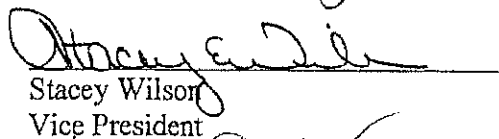
7) Longevity pay shall be eliminated for all members of the bargaining unit after the November 2010 payment.

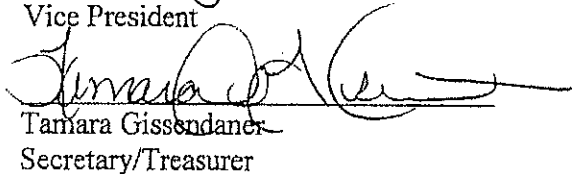
This MOU shall be contingent on Union membership ratification.

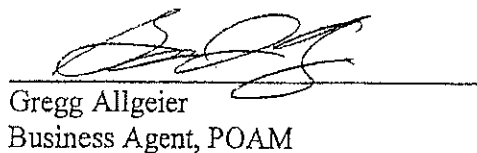
UNION:

18th District Court Workers Association,
A subchapter of the Police Officers
Association of Michigan


Tammy Houghton
President


Stacey Wilson
Vice President

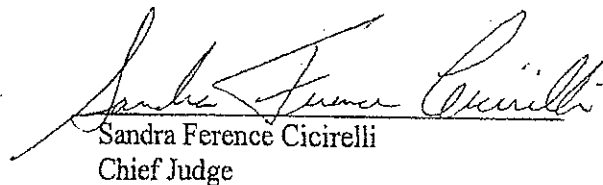

Tamara Gissendaner
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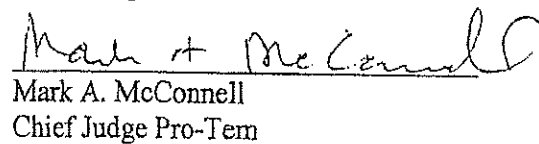

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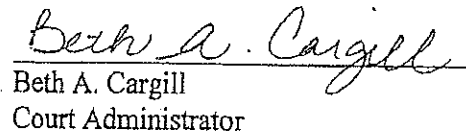
Dated: June 4, 2010

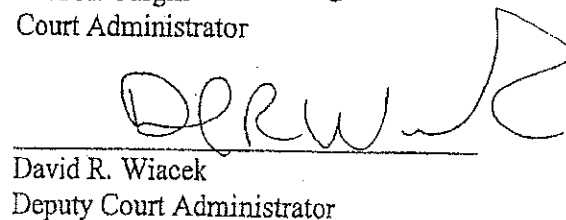
EMPLOYER:

The State of Michigan
18th Judicial District Court


Sandra Ference Cicirelli
Chief Judge


Mark A. McConnell
Chief Judge Pro-Tem


Beth A. Cargill
Court Administrator


David R. Wiacek
Deputy Court Administrator

Dated: June 4, 2010

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