

# **AGREEMENT**

*between*

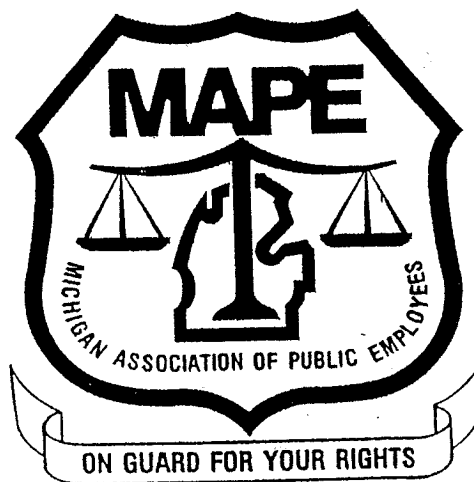
**CITY OF ST. CLAIR SHORES,  
STATE OF MICHIGAN**

*- and -*

**MICHIGAN ASSOCIATION OF  
PUBLIC EMPLOYEES**

*representing*

**40TH DISTRICT COURT  
EMPLOYEES**



**July 1, 2007 through June 30, 2010**

## **TABLE OF CONTENTS**

| <b><u>Article<br/>Number</u></b> | <b><u>Article/Title</u></b>            | <b><u>Page</u></b> |
|----------------------------------|--|--------------------|
| 1                                | Agreement                              | 1                  |
| 2                                | Purpose and Intent                     | 1                  |
| 3                                | Recognition                            | 1                  |
| 4                                | Union Security                         | 2                  |
| 5                                | No Strike Clause                       | 3                  |
| 6                                | Representation                         | 4                  |
| 7                                | Special Conferences                    | 5                  |
| 8                                | Grievance Procedure                    | 5                  |
| 9                                | Management Rights and Responsibilities | 7                  |
| 10                               | Separability and Totality              | 8                  |
| 11                               | Maintenance of Conditions              | 9                  |
| 12                               | Holidays                               | 9                  |
| 13                               | Vacation                               | 10                 |
| 14                               | Funeral Leave                          | 11                 |
| 15                               | Jury Duty                              | 12                 |
| 16                               | Leave of Absence                       | 13                 |
| 17                               | Hours of Work and Overtime             | 14                 |
| 18                               | Seniority                              | 15                 |
| 19                               | Layoff and Recall                      | 17                 |
| 20                               | Bulletin Board                         | 18                 |
| 21                               | Sick Leave                             | 18                 |
| 22                               | Sick and Accident Insurance            | 19                 |

**TABLE OF CONTENTS /CONTINUED**

| <b><u>Article<br/>Number</u></b> | <b><u>Article/Title</u></b>                               | <b><u>Page</u></b> |
|----------------------------------|---|--------------------|
| 23                               | Workers Compensation                                      | 21                 |
| 24                               | Health Care Program                                       | 22                 |
| 25                               | Dental Insurance  | 24                 |
| 26                               | Life Insurance  | 25                 |
| 27                               | Optical Program   | 25                 |
| 28                               | Longevity   | 25                 |
| 29                               | Pension   | 26                 |
| 30                               | Wages   | 30                 |
| 31                               | Personal Business   | 32                 |
| 32                               | Uniformed Services Employment and<br>Re-Employment Rights | 33                 |
| 33                               | Duration  | 34                 |
|                                  | Letter of Understanding                                   | 35                 |

**ARTICLE 1**  
**AGREEMENT**

This agreement is entered into between the **District Court for the Fortieth District of Michigan**, hereinafter referred to as the “*Court*” or the “*Employer*,” and the **Michigan Association of Public Employees/MAPE**, hereinafter referred to as the “*Association*” or the “*Union*.”

**ARTICLE 2**  
**PURPOSE AND INTENT**

The purpose and intent of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful relations between the Employer, its employees, and their Union.

**ARTICLE 3**  
**RECOGNITION**

- A. In accordance with the Public Employment Relations Act (Act 336 of the Public Acts of 1947, as amended), the Employer recognizes the Union as the exclusive representative of all members of the bargaining unit described below for purposes of collective bargaining with respect to wages, hours and other terms and condition of employment.
  
- B. The bargaining unit covered by this Agreement is defined as all full-time and regular part-time employees of the Court holding the classifications of Clerk I, Clerk II, Clerk III, Clerk IV, Cashier; but, excluding executives, supervisors, temporary employees, probationary employees and all other employees. Regular part-time employees are defined to be those employees who are normally assigned to work at least twenty-four (24), but less than forty (40) hours per week.

**ARTICLE 4**  
**UNION SECURITY**

- A. All members of the bargaining unit are free to join, or not to join the Union.
- B. Present employees covered by this Agreement shall as a condition of employment either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the effective date of the Agreement.
1. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall as a condition of employment become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a Service Fee, to the union for the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the unit.
  2. An employee who shall tender an initiation fee (if not already a member) and the period dues uniformly required of a member or Service Charge shall be deemed to meet the conditions of this section.
- C. The Employer shall deduct from the wages of an employee who is a member of the Union, monthly Union membership dues or service fees that are uniformly required provided the employee has signed the appropriate written authorization for such payroll deduction. Such authorization shall remain in effect until the employee gives the Employer written notice of its cancellation.

- D. The Employer shall deduct the dues or service fees amount specified in writing by the Michigan Association of Public Employees or its designee. Such amount may not be changed more often than once per calendar year.
- E. Monies so deducted shall be remitted to Michigan Association of Public Employees along with an alphabetical list of the names of the employees from whose pay deductions were made.
- F. The Union agrees to indemnify, save and hold harmless the Employer from damages or other financial loss which the Employer may be required to pay or suffer as a consequence of implementing the provisions of this article.

**ARTICLE 5**  
**NO STRIKE CLAUSE**

- A. The Union agrees that neither it nor the employees will authorize, sanction, condone, engage in or acquiesce in any strike. "Strike" shall be defined to include slowdowns; stoppages; sit-ins; boycotts; work stoppages of any kind; the concerted failure to report for duty; the willful absence from one's position or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties; the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges or obligations of employment; and any other activities having the effect of interrupting work or interfering with the operation of any of the facilities of the Employer.

- B. In the event of a strike, as defined above, the Union shall make every possible effort to persuade the employees to cease such strike and shall indemnify the Employer for all damages it suffers as a result of such strike.
- C. In the event that a strike, as defined in Paragraph A above, occurs, the Employer may discharge from employment any or all employees engaging in such strike.

**ARTICLE 6**  
**REPRESENTATION**

- A. Employees in the bargaining unit shall be represented by the Chapter Chairperson and a Steward, and in the absence of the Steward, an Alternate Steward. These representatives shall be selected by the Union from bargaining unit members and are authorized by the Union to send and receive official communications with the Employer. The Union shall notify the Employer of the names of such representatives and of any changes thereto.
- B. Such representatives may meet with representatives of the Employer without loss of time or pay for purposes of conducting collective bargaining agreement negotiations, presenting grievances to the Employer in accordance with the Grievance Procedure, participating in special conferences called in accordance with this Agreement, or attending meetings as requested by the Court Administrator or the Chief Judge.
- C. Accredited representatives of the Michigan Association of Public Employees may, with permission from the Court Administrator, have access to the Court building to consult with members of the bargaining unit provided there is no interference with, or disruption of, the business of the Court.

**ARTICLE 7**  
**SPECIAL CONFERENCES**

Special conferences regarding important matters may be called by either the Chapter Chairperson or the Court Administrator by giving written request to the other indicating the matter to be discussed. Up to two (2) representatives of the Union may attend special conferences during working hours without loss of time or pay. Such conferences shall be scheduled reasonably promptly at mutually agreeable times.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

- A. A “**grievance**” is defined to be an alleged violation of a specific provision of this agreement.
- B. All grievances shall be processed in the following manner:
1. **Step 1** – Within five (5) working days of the events giving rise to the grievance, or when the employee reasonably should have known of such events, it shall be reduced to writing and presented by the Steward to the Court Administrator. The written grievance must be dated and signed by the aggrieved employee, if available, and the Steward and must specify the facts upon which the grievance is based, the provision(s) of the Agreement that are alleged to have been violated, and the remedy being requested by the Union. The Court Administrator, or his/her designee, shall schedule a meeting to discuss the grievance with the Steward and the grievant to be held within ten (10) working days of the Court Administrator’s receipt of the written grievance. Within ten (10) working days of this meeting, the Court Administrator or his/her designee, shall give a written answer to the grievance to the Steward.



2. **Step 2** – If the written answer of the Court Administrator, or his/her designee, at Step 1 is not satisfactory to the Union, the MAPE representative may, within five (5) working days of receipt of such answer, appeal the grievance in writing to the Chief Judge who shall schedule a meeting to discuss the grievance within ten (10) days of receipt of the written appeal and who shall give the Union his/her written response to the grievance within ten (10) working days of such meeting.
3. **Step 3** – If the written answer of the Chief Judge or their designee at Step 2 is not satisfactory to the Union, it may be appealed, within thirty (30) calendar days of the date of such Step 2 answer, to arbitration by the designated representative of the Michigan Association of Public Employees who shall do so by giving written notice of the intention to arbitrate to the Employer. The parties shall then attempt to agree upon an arbitrator, but if they fail to so agree within five (5) working days of the written notice of intention to arbitrate, the Union may submit the matter to the Federal Mediation and Conciliation Service for selection of an arbitrator in accordance with its rules.

The arbitration proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator shall decide the case based on the facts presented and on the express terms of this Agreement only, and may not add to, or subtract from, the specific terms and provisions of this Agreement.

The expenses and fees of the arbitrator shall be shared equally between the Employer and the Union. The Employer and the Union shall each be

responsible for the costs of presenting its own case including payment for the time and expenses of its own witnesses and representatives involved in the proceeding.

- C. The grievance and arbitration procedure provided for in this Agreement shall be the sole and exclusive remedy for the resolution of grievances. An arbitrator's decision made in accordance with the authority granted the arbitrator by this Agreement shall be final and binding on the Union, the employees, and the Employer.
- D. All time limits contained in this Grievance Procedure shall be strictly adhered to unless waived or extended by written mutual agreement. Grievances not answered within the time limit may be advanced to the next step of the procedure, and grievances not appealed within the time limit shall be considered settled based on the last written answer to the grievance.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with the laws of the State of Michigan.

The Employer has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the Employer. The Employer has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed. The Employer has the right to layoff

personnel and to contract or subcontract all or part of the work in order to reduce operating costs or due to a lack of work or funds, provided however that there shall be no layoffs that are a direct result of contracting or subcontracting. The Employer may have only up to three temporary employees doing bargaining unit work at any one time. The Employer may have seasonal (students or co-op) employees work for only a ninety (90) day period doing bargaining unit work.

The Employer has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.

The Employer shall retain as management rights any and all powers regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this agreement.

The Employer has the right to hire, select and direct the work force and to assign, promote, and transfer employees. The Employer has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. When disciplinary action is taken any record of such action shall only be retained in the employee's personnel file for a period of two (2) years from the date of issuance.

#### **ARTICLE 10**

#### **SEPARABILITY AND TOTALITY**

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the Court and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be

contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

This Agreement represents the total agreement between the parties and each party agrees that, for the life of this Agreement, each party has completely fulfilled its obligations to bargain with the other regarding wages, hours and other terms and conditions of employment; provided that the parties may voluntarily amend or modify this Agreement by written, mutual agreement.

**ARTICLE 11**  
**MAINTENANCE OF CONDITIONS**

Wages, hours and conditions of employment, properly in effect at the time of the signing of this Agreement shall, except as modified herein, be maintained during the term of this Agreement.

**ARTICLE 12**  
**HOLIDAYS**

A. The following days shall be recognized as holidays:

New Year's Eve Day (December 31<sup>st</sup>)

New Year's Day (January 1<sup>st</sup>)

President's Day (Third Monday of February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day (July 4<sup>th</sup>)

Labor Day (First Monday of September)

Veteran's Day (November 11<sup>th</sup>)

Thanksgiving Day (Fourth Thursday in November)

Friday after Thanksgiving (Effective November, 1991)

Christmas Eve Day (December 24<sup>th</sup>)

Christmas Day (December 25<sup>th</sup>)

- B. Holidays falling on Saturday shall be taken on Friday, and holidays falling on Sunday shall be taken on Monday.
- C. Employees will be paid for each holiday provided they work, or are excused from work, the last scheduled work day before the holiday and the next scheduled work day after the holiday.
- D. If an employee is required to work on a holiday, he or she shall be paid, in addition to the holiday pay as such, a premium of double the employee's basic straight time hourly rate of pay for each hour worked on the holiday.

**ARTICLE 13**  
**VACATION**

- A. All full-time, regular employees shall be credited with vacation based on the length of their continuous full-time service with the Court.
- B. New hire probationary employees shall receive one (1) vacation day for each full twenty-five (25) days they actually worked from their date of hire through December 31<sup>st</sup>. New hire probationary employees do not accrue vacation leave time until after successful completion of their probationary period. Vacation

time is then credited retroactive to date of hire. Employees shall receive vacation days on January 1<sup>st</sup> of each year based on the following table:

| <u>Completed Years of Service as of January 1<sup>st</sup></u> | <u>Vacation Days</u> |
|--|----------------------|
| 1 but less than 5 full years                                   | 10                   |
| 5 but less than 10 full years                                  | 15                   |
| 10 but less than 15 full years                                 | 20                   |
| 15 or more full years  | 25                   |

- C. Vacation days may be used in whole-day increments at times mutually agreed upon by the employee and the Court Administrator. Once approved by the Court Administrator, an employee's vacation will not be canceled without good cause based on the operating needs of the Court.
- D. Up to thirty-five (35) vacation days may be banked, or accumulated, by an employee. Time not utilized in excess of this limit as of the second pay period in January of the following year shall be lost. If such loss would result from a previously-approved vacation being canceled by the Employer, such time shall be paid in cash at the employee's regular straight time rate of pay.

#### ARTICLE 14

#### FUNERAL LEAVE

- A. In the event of death in the immediate family of the employee or the immediate family of the spouse, he/she shall be entitled to the next five (5) days as funeral

leave. Funeral leave days which fall on regularly-scheduled work days shall be compensated as regular paid days. Although Saturday and Sunday shall be included in calculating the five (5) day funeral leave, they shall be without pay unless they are regularly-scheduled work days.

- B. For purposes of this Article, immediate family is defined to be spouse, children, parents, siblings, step-siblings, step-children, step-parents, grandparents and grandchildren
- C. Regular, full-time employees shall be entitled to one (1) day off with pay in the event of the death of the employee's or the employee's current spouse's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, great grandparent or great grandchild.
- D. In conjunction with the paid Funeral Leave provided by this Article, an employee may, with the approval of the Court Administrator, take additional paid time from available vacation and compensatory time accruals.

**ARTICLE 15**  
**JURY DUTY**

Regular, full-time employees called to serve on jury duty shall be paid the difference between the jury duty pay and their regular straight time pay for such time served.

**ARTICLE 16**  
**LEAVE OF ABSENCE**

- A. Regular full-time employees may be granted unpaid leaves of absence at the discretion of the Court Administrator for periods of up to six (6) months, which may be extended for periods of up to six (6) months. Employees requesting such leaves must submit written requests stating the reasons for the leave to the Court Administrator at least thirty (30) calendar days in advance.
- B. Employees granted unpaid leaves of absence shall receive no pay or benefits from the Employer during such leave but may remain in the insurance groups provided the insurance carriers permit them to do so and provided the employee pays the monthly premiums in advance.
- C. Employees on unpaid leaves of absence shall have their seniority and service time frozen until such time as they return to work but shall not earn or accrue any seniority or service time while on such leaves.
- D. Employees who fail to return to work at the time specified as the conclusion of the unpaid leave of absence shall be construed as having resigned their employment.
- E. The Employer and Union agree to incorporate the provisions of the Family Leave Act into this agreement.



**ARTICLE 17**  
**HOURS OF WORK AND OVERTIME**

- A. The normal work day for regular, full-time employees shall be seven and one-half (7-1/2) hours, with a one (1) hour unpaid lunch period. The normal work week for regular, full-time employees shall be five (5) consecutive work days, Monday through Friday. Schedules for regular part-time employees shall be determined by the Court Administrator. In unusual circumstances, or to meet changing needs to serve the public, the Employer may modify scheduled hours of work, but must give affected employees a one (1) week advance notice if practicable.
- B. Overtime is defined to be all work in excess of seven and one-half (7-1/2) hours in a day or in excess of thirty-seven and one-half hours in a week. The first fifteen (15) minutes of overtime worked in any instance shall not be compensated. Thereafter, overtime work shall be recorded to the nearest fifteen (15) minute increment.
- C. Overtime shall be compensated at the rate of time and one half (1-1/2) the employee's basic straight time rate of pay except for overtime work performed on Sunday which shall be compensated at two (2) times the employee's basic straight time rate of pay.
- D. Employees are expected to be at work at their scheduled starting times and are subject to discipline if they are late. Employees who are late shall have their pay

docked in six (6) minute increments, but this must not be construed as permitting tardiness of less than six (6) minutes simply because the pay is not docked.

- E. Overtime work will be permitted only when authorized by and assigned by the Court Administrator. Overtime work is not voluntary.
  
- F. Employees working out of classification in a higher classification shall receive the higher classification wage rate for the time spent on the job. A minimum of one (1) day per pay week is required to qualify for the out of class pay except for the payroll, cashier and court recorder positions, which shall be paid at the higher rate for each complete hour working at the higher classification.

**ARTICLE 18**  
**SENIORITY**

- A. “*Seniority*” is defined as the length of continuous service as a regular employee of the Court. In the case two (2) or more employees have the same seniority date, the employee whose last four digits of their social security number is the highest shall be deemed as senior. Seniority of regular part-time employees is the amount of time actually worked as a regular part-time Court employee.
  
- B. An employee will lose seniority for the following reasons:
  - 1. Resignation or retirement;
  - 2. Discharge for cause;
  - 3. Absence for three (3) consecutive working days without notifying the Employer. After such absence, the Court Administrator will send written notification to the employee at his or her last known address that the

employee is considered to have resigned. In the application of the provisions of this section, due consideration will be given to extenuating circumstances as determined by the Court Administrator.

4. Failure to return to work when recalled from layoff within five (5) working days of the notification to report; and
5. Failure to return to work from a sick leave or other leave of absence within three (3) working days of the scheduled return date or the date of expiration of benefits. After such absence, the Court Administrator will send written notification to the employee at his or her last known address that the employee is considered to have resigned.

- C. A seniority list covering all the members of this bargaining unit showing their names, classifications and amount of seniority shall be prepared by the Court Administrator at least once each year with a copy given to the Union.
- D. A new employee shall be considered to be a probationary employee for the first six (6) months of employment or until the employee has actually worked nine hundred seventy-five (975) hours. There shall be no seniority for probationary employees, but when an employee completes the probationary period, the employee's name shall be entered on the seniority list with seniority accrued from the date of initial employment. An employee's probationary period may be extended up to an additional six (6) months (975 work hours) by mutual written agreement of the Employer and the Union.

**ARTICLE 19**  
**LAYOFF AND RECALL**

- A. The employer shall determine the number of employees that will be employed in each classification and may determine to layoff employees. Layoffs shall be by classification and by inverse order of seniority within that classification. An employee laid off from a classification may bump an employee with less seniority in another classification of equal or lesser pay rate provided the bumping employee is fully qualified and able to perform the work of the classification into which he or she bumps. Clerk I, Clerk II and Clerk III shall be considered as one classification for this purpose.
- B. The Employer shall give at least two (2) weeks written notice to the Union and to the affected employees prior to implementing a layoff.
- C. Employees laid off from employment with the Court shall remain on a recall list for a period of time equal to their seniority at the time of the layoff or twenty-four (24) months, whichever is less. The Employer shall not hire new employees into classifications from which employees were laid off as long as those employees remain on the recall list.
- D. When employees are recalled to work from layoff, they shall be recalled in the inverse order of their layoff.

**ARTICLE 20**  
**BULLETIN BOARD**

The Employer shall designate a location within the Court facilities but out of the view of the public where the Union may place a reasonable-sized bulletin board for its exclusive use.

**ARTICLE 21**  
**SICK LEAVE**

- A. Full-time employees shall accumulate sick leave as long as they are in the service of the Employer. New hire probationary employees do not accrue sick leave time until after successful completion of their probationary period. Sick time is then credited retroactive to date of hire. Sick leave may not be used by new hires until completion of their probationary period.
- B. Each full-time employee shall accumulate two and a quarter (2-1/4) sick days each quarter. These sick days shall be accumulative up to a maximum of thirty (30) days. If at the end of any calendar year an employee has more than thirty (30) days, they shall be paid at their current rate of pay for all days over thirty (30) as soon as possible after the beginning of the next calendar year.
- C. Serious illness of spouse, child, step-child, wards and parents of employee or spouse will warrant use of paid time off earned by employee.
- D. Sick time may be figured on an hourly basis allowing employees to deduct sick time by the hour.

- E. In order to receive credit for a month's employment, the employee must be credited with a minimum of ten (10) working days on employee's payroll records.
- F. While in a temporary promotion, an employee shall be paid promotional rate while on sick leave.
- G. Any sick days accumulated shall be paid one hundred (100%) percent to the employee on his/her termination from the Court for any reason.
- H. For computation of payment for unused sick leave days, a maximum of two hundred (200) days shall be used. Unused sick leave days within the two hundred (200) limit will be paid one hundred (100%) percent on retirement or to his/her estate in case of death. Fifty (50%) percent of unused sick leave days shall be paid in cash to an employee upon separation from service. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

**ARTICLE 22**  
**SICK AND ACCIDENT INSURANCE**

- A. The Employer shall provide a Sick and Accident policy to cover sixty-five (65%) percent of wages for fifty-two (52) weeks after the first seven (7) days of illness. Employees must use their own time (with or without pay) for the first seven (7) days, i.e., sick time first; if out of sick time, vacation or compensatory time can be used in lieu of sick time. Beginning with the eighth (8<sup>th</sup>) day, they

will be paid sixty-five (65%) percent of their gross pay for fifty-two (52) weeks. On the job injuries shall be covered by Workers' Compensation and the S&A shall not apply.

- B. All days accumulated prior to this Agreement are frozen at their level as of June 30, 1976. An employee while on extended sick leave may use these days to supplement their income for extended illness as provided under this section up to a maximum of two and sixty-two hundredths (2.62) hours per day to supplement the S&A coverage.
- C. Employees on extended leave with or without pay will be required to pay their contributions to the life insurance coverage otherwise their policy will lapse.
- D. General pay raises will apply while an employee is on S&A coverage.
- E. During the fifty-two (52) week period, an employee who supplements their S&A with two and sixty-two hundredths (2.62) hours per day of accumulated sick leave shall receive all benefits as if on continued employment, except there shall be no accumulation of sick time after an employee has been off on S&A for more than three (3) consecutive months.
- F. Employees who have exhausted their sick leave or who choose not to supplement the S&A with sick leave will not accumulate sick leave, vacation time and shall receive pay for four and eighty-eight hundredths (4.88) hours for all holidays that occur during their leave. All other benefits remain intact.

**ARTICLE 23**  
**WORKERS COMPENSATION**

- A. Effective July 1, 2000, each employee will be covered by the applicable Worker's Compensation Laws. The Employer further agrees that an employee being eligible for Worker's Compensation shall receive, in addition to their Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation income and eighty percent (80%) of the employee's regular weekly income based on a regular work week. This eighty percent (80%) supplement shall be applicable for any person injured during the course of employment. Should the Worker's Compensation benefits become taxable the City will make up the difference. Each full time permanent employee and each probationary employee who is unable to work as a result of an injury arising out of the course of employment shall not be charged with sick leave.
- B. When an employee suffers a job incurred injury covered by Worker's Compensation during his/her probationary period, all seniority rights due the employee will accrue but the normal probationary period for work performance on the job shall be maintained.
- C. If an employee is permanently disabled and receives a disability retirement, the City's payment of wages shall be discontinued.
- D. An employee recalled to light duty or restricted duty with the Employer after having incurred a work-related injury shall be paid at the rate of compensation being received by the employee at the time of the employee's injury. No



employee performing light duty work because of a work-related injury shall be offered overtime.

**ARTICLE 24**  
**HEALTH CARE PROGRAM**

- A. The Court will provide to all full-time employees, eligible spouse and dependents a Blue Cross/Blue Shield (BC/BS) Community Blue PPO Plan 1 as described in Appendix A. The Court agrees to pay the cost for Health Alliance Plan (HAP) HMO, described in Appendix A, up to the BC/BS PPO rates with the employee paying the premium difference between the BC/BS PPO and HAP HMO. Both plans shall be subject to a \$15 generic / \$30 brand name Rx Co-pay with an RXP and XED rider.
- B. Individuals who retire after the ratification of this agreement shall receive the same benefit (with full family coverage) as active employees and shall be subject to all changes made in all future agreements.
- C. Individuals hired into the bargaining unit after the ratification of this agreement will be vested at sixty (60%) percent with fifteen (15) years of service. Each additional year of service an additional four (4%) percent will be earned up to a maximum of one hundred (100%) percent.
- D. Regular, full-time employees and retirees shall have the option of selecting health coverage with a Health Maintenance Organization (HMO) with the same Rx co-pays as the Community Blue Plan, made available by the Employer; but, the employee or retiree shall pay all premium costs to the extent they exceed the premium of the PPO coverage described in Paragraph A above.

- E. Members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal law or regulations.
- F. Each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand Four Hundred Dollars (\$1,400.00) annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during subsequent open enrollment period or as otherwise provided in this agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the personnel director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1 of such calendar year, combined with other special pay items. Any insurance allowance paid will count towards final average compensation.

In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must re-enroll in a City sponsored health care plan. The City will endeavor to re-enroll the employee and the employee's eligible dependents in a City sponsored health care plan

subject to the procedures and timeframe required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance. Retirees are not eligible to participate in the health insurance allowance program.

- G. The Employer may utilize the services of an independent pharmacy benefit manager to provide benefits at any time during the term of this agreement.

**ARTICLE 25**  
**DENTAL INSURANCE**

Regular, full time employees, their legal spouses, and dependent children (until the end of the calendar year in which they attain the age of 19 or as defined in the applicable dental care certificate) shall be eligible for dental insurance with the following coverages:

1. Class I Benefits: Diagnostic and Preventive Services, Emergency Palliative Treatment; paid at 100%
2. Class II Benefits: Radiographs, Oral Surgery, Endodontics, Periodontics, Relines and Repairs, and Restorative Services; paid at 80%.
3. Class III Benefits: Prosthodontics; paid at 80%
4. Class IV Benefits: Orthodontic Dental Services (to age 19)

The maximum payments per covered person each calendar year for Class I and Class II benefits is One Thousand Five Hundred (\$1,500) Dollars; and Class III is One Thousand (\$1,000) Dollars per person per year. The maximum lifetime payments for Class IV Orthodontic benefits shall not exceed One Thousand (\$1,000) Dollars per person.

**ARTICLE 26**  
**LIFE INSURANCE**

Regular, full-time employees shall be covered by a group life insurance policy with AD&D in the amount of Forty Thousand (\$40,000) Dollars.

**ARTICLE 27**  
**OPTICAL PROGRAM**

Regular, full-time employees shall be covered by the Blue Cross/Blue Shield optical riders VCA-80 and FLVS-A. VCA-80 provides for vision testing examinations every twenty-four (24) months at participating providers with a Five (\$5.00) dollar co-payment and provides regular or contact lenses and frames every twenty-four (24) months at participating providers, with a \$7.50 co-payment; the FLVS-A rider amends the twenty-four (24) month rule on lenses, frames and testing examination to every twelve (12) months.

**ARTICLE 28**  
**LONGEVITY**

A. “*Longevity*” is an annual payment commencing after an employee has five (5) continuous years of full-time service accumulated with the Employer. If an employee leaves the service of the Employer and later returns, it will be

necessary to again accumulate five (5) continuous years before longevity will be paid. Longevity will be based on total year's service in accordance with the schedule of this section. Lay-off periods shall be deemed continuous service.

- B. The annual longevity payment shall be paid to eligible members of the bargaining unit based on their anniversary date in the current calendar year but paid at the rate of compensation in effect on November 1 each year. Longevity checks will be issued no later than the first pay period of November.
- C. All employees will be pro-rated longevity as determined by their employment date upon separation from employment.
- D. In order to receive credit for a month's employment, the employee must be credited with a minimum of ten (10) working days on his/her payroll record.
- E. For all employees, the longevity schedule shall be as follows:

| <b><u>LONGEVITY SCHEDULE</u></b> |                                  |                       |
|----------------------------------|----------------------------------|-----------------------|
| <b><u>Years of Service</u></b>   | <b><u>Percentage of Base</u></b> | <b><u>Maximum</u></b> |
| 5 years                          | 1% of base pay                   | \$ 800 MAX            |
| 10 years                         | 2% of base pay                   | \$1,600 MAX           |
| 15 years                         | 3% of base pay                   | \$2,400 MAX           |
| 20 years                         | 4% of base pay                   | \$3,200 MAX           |
| 25 years                         | 5% of base pay                   | \$4,000 MAX           |

**ARTICLE 29**  
**PENSION**

- A. Regular, full-time employees will continue to be members of the retirement program as provided in the Charter of the City of St. Clair Shores, with the

benefits and provisions detailed in the Charter and this Agreement. If AFSCME Local #1015 agrees in the future that new employees hired by the City of St. Clair Shores would not be eligible for participation in the defined benefit pension program, but would be in a defined contribution pension program then new employees in this bargaining unit would also be in the defined contribution pension program.

**B.** The Employer shall contribute the percentage needed to keep the Pension Fund solvent. All permanent full-time employees will contribute to the Pension Fund and will be eligible for a pension when requirements set forth in this Article are met.

1. Effective 7/01/05 the employees' retirement contribution shall be .5%.
2. Effective 7/01/06 the employees' retirement contribution shall be 1%.

**C.** Requirements to receive a full pension:

1. Retirement at age fifty (50) with twenty-five (25) years or more credited service.
2. Retirement at age fifty-five (55) or older with ten (10) or more years credited service and receive a full pension at age sixty (60).
3. Employees may leave the employ of the Employer after ten (10) years credited service and will be eligible to receive a pension at age sixty (60).
4. If an employee dies during his/her employment with the Employer with ten (10) or more years credited service, the deceased employee's spouse shall draw a pension based on Option A, the actuarial equivalent of accrued pension at the date of death.

5. If an employee with ten (10) or more years credited service terminates his/her employment with the Employer and dies prior to the attainment of retirement age sixty (60), the employee's spouse shall draw a pension based on Option A, the actuarial equivalent of accrued pension on the date the employee would have attained retirement age sixty (60).
  6. The employee is required to leave his/her retirement contributions in the pension system when he/she terminates employment with the Employer to be eligible for a pension as spelled above.
- D. Only time spent as a regular full-time employee will be credited as service toward a pension.
- E. Employees shall receive interest on their accumulated Pension Fund money, and shall receive a statement each year as to the amount accumulated. Once a year the Board shall set the interest rate, which shall be no less than three (3%) percent nor more than six (6%) percent.
- F. **Final Average Compensation:** Effective July 1, 2005, the retirement multiplier is two and fifty hundredths (2.50%) percent capped at eighty (80%) percent of Final Average Compensation, which is the average of the sixty (60) highest continuous months of wages of the last one hundred, twenty (120) months of service.
- G. Retirees shall receive optical coverage as provided in Article 27.
- H. Retirees shall be provided health insurance as provided in Article 24.

- I. Employees who become disabled permanently and retire will receive a pension of two and one half percentage (2.50%) of Final Average Compensation, times years of credited service, with a minimum of twenty percent (20%) of Final Average Compensation. Upon requesting a disability pension, the employee must submit a letter from his/her doctor to the Pension Board stating the nature of the disability with the doctor's recommendation for disability retirement. If the Pension Board requests a second opinion, the employee must go for examination if he/she wishes to receive a disability pension. If physicians have contradicting opinions, a third opinion may be requested by the employee and/or Pension Board. The third physician shall be selected by the mutual choice of the employee and Pension Board's physician.

The doctor's examination requirements will continue as required by the Retirement Board until the disabled retiree reaches their normal retirement age and service requirements, then no more examinations will be required.

- J. If an employee dies during his/her employment with the City, with ten (10) or more years credited service, the deceased employee's spouse shall draw a pension based on Option A, the actuarial equivalent of accrued pension at the date of death, based on two and one half percent (2.50%) of Final Average Compensation times years of credited service.
- K. If an employee with ten (10) or more years credited service terminates his/her employment with the City and dies prior to the attainment of retirement age sixty (60), the employee's spouse shall draw a pension based on Option A, the



actuarial equivalent of accrued pension on the date the employee would have attained retirement age sixty (60), based on two and one half (2.50%) percent of Final Average Compensation times years of credited service. The employee is required to leave his/her retirement contributions in the pension system when he/she terminates employment with the City to be eligible for a pension as spelled above.

- L. Effective January 1, 2003 a post retirement cost of living increase of five (5%) percent will be provided for a retiree at age sixty (60) or five (5) years after retirement, whichever is the latter, based on the amount of retirement allowance being paid at that time. A second increase of five (5%) percent compounded effective five (5) years after the first increase will be provided.

**ARTICLE 30**  
**WAGES**

- A. Effective July 1, 2005, wage rates for all positions in the bargaining unit, shall be increased as listed below:

| <u>Effective Date</u> | <u>Percentage</u> |
|-----------------------|-------------------|
| October 1, 2007       | 3.00%             |
| July 1, 2008          | 3.00%             |
| July 1, 2009          | 3.00%             |

| <u>Classification</u>   | <u>October 1, 2007</u> | <u>July 1, 2008</u> | <u>July 1, 2009</u> |
|-------------------------|------------------------|---------------------|---------------------|
| Clerk I                 | \$16.5880              | \$17.0856           | \$17.5982           |
| Clerk I (after 6 Mos)   | \$17.1011              | \$17.6141           | \$18.1425           |
| Clerk II                | \$17.6448              | \$18.1741           | \$18.7193           |
| Clerk II (after 6 Mos)  | \$18.1905              | \$18.7362           | \$19.2983           |
| Clerk III               | \$18.3697              | \$18.9208           | \$19.4884           |
| Clerk III (after 6 Mos) | \$18.9379              | \$19.5060           | \$20.0912           |
| Clerk IV                | \$19.7106              | \$20.3019           | \$20.9110           |

|            |           |           |           |
|------------|-----------|-----------|-----------|
| Cashier    |           |           |           |
| -Start     | \$17.1390 | \$17.6532 | \$18.1828 |
| -6 Months  | \$17.6584 | \$18.1882 | \$18.7338 |
| -12 Months | \$18.5197 | \$19.0753 | \$19.6476 |
| -18 Months | \$19.2039 | \$19.7800 | \$20.3734 |
| -24 Months | \$19.8880 | \$20.4846 | \$21.0991 |
| -36 Months | \$20.5593 | \$21.1761 | \$21.8114 |

Wage increase shall be retroactive to October 1, 2007

- B. Employees new to the bargaining unit shall be assigned to the classification of Clerk I and receive ninety-seven (97%) of the maximum rate for a Clerk I.
- C. After successfully completing six (6) months of service, the employee will be advanced to the top rate for a Clerk I.
- D. Employees having completed two (2) years of service as a Clerk I will be advanced to the classification of Clerk II at a wage rate of ninety-seven (97%) of the maximum rate assigned to that classification for the first six (6) months at the conclusion of which they will be advanced to the maximum rate.
- E. Employees having completed two (2) years of service as a Clerk II will be advanced to the classification of Clerk III at a wage rate of ninety-seven (97%) of the maximum rate assigned to that classification for the first six (6) months at the conclusion of which they will be advanced to the maximum rate.

- F. After having completed one (1) year as a Clerk III, and having obtained a successful performance evaluation and an interview with the Chief Judge and the Court Administrator, the employee may advance to the Clerk IV classification.
- G. Employees assigned to the Clerk IV classification shall be paid at the full rate assigned to that classification.

**ARTICLE 31**  
**PERSONAL BUSINESS**

- A. **Personal Business**: Four (4) days may be used for personal business (formerly two of these were named floating holidays). Any employee wishing to take a personal business day, must prearrange it with his or her immediate Supervisor, before employee's scheduled shift of the day he or she wishes to use as personal business.
- B. The aforementioned four (4) personal business days are allowed in a calendar year and these days are not accumulative. Personal business days shall not be used in conjunction with either paid holidays or vacation time. The employee shall not be permitted to take personal business days immediately prior or subsequent to a paid holiday, or their regular scheduled vacation periods. Exceptions shall be made for unusual circumstances, upon written request to the supervisor.
- C. New hire probationary employees may use up to two (2) personal business leave days during their probationary period, upon supervisor approval. Upon

successful completion of probation, remaining prorated calendar personal days (if any) will be credited.

**ARTICLE 32**  
**UNIFORMED SERVICES**  
**EMPLOYMENT & RE-EMPLOYMENT RIGHTS**

- A. The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations. Date of hire seniority and job bid seniority will accrue.
  
- B. A probationary employee who enters the Armed Forces must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the Armed Forces, plus one hundred eighty (180) days. Date of hire seniority and job bid seniority will accrue during this leave of absence.
  
- C. Employees who are in any branch of the Armed Forces Reserve and/or National Guard will be paid a maximum of one (1) week's pay when they are engaged in normal Reserve Training periods, provided that proof of service is submitted. If required to serve more than one (1) week, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time. Date of hire seniority and job bid seniority will accrue during Military Reserve Leave.


**ARTICLE 33**  
**DURATION**

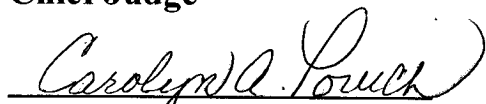
This Agreement shall become effective as of its date of execution as indicated below. This Agreement shall remain in full force and effect until 11:59 PM, June 30, 2010, and from day-to-day thereafter until such time that either party shall give written thirty (30) day notice of contract expiration to the other.

If either party desires to amend or modify this Agreement upon its expiration, it shall so notify the other party in writing at least sixty (60) days prior to the date of expiration.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement**  
this \_\_\_\_ day of \_\_\_\_\_ 2008

**FOR THE EMPLOYER:**

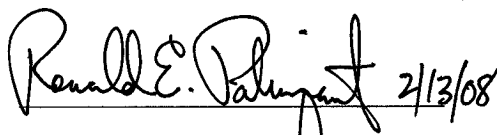
  
\_\_\_\_\_  
Joseph C. Oster  
Chief Judge

  
\_\_\_\_\_  
Carolyn A. Povich  
Court Administrator


  
\_\_\_\_\_  
Kenneth Podolski  
City Manager

2-20-08  
Date Signed

**FOR THE UNION:**

  
\_\_\_\_\_  
Ronald E. Palmquist  
Labor Relations Specialist

  
\_\_\_\_\_  
Nicole Laporte w/ permission  
Representative

  
\_\_\_\_\_  
Carol Kupraszewicz  
Representative

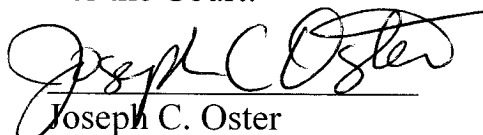
2-14-08  
Date Signed

## LETTER OF UNDERSTANDING

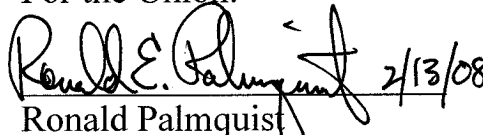
It is the understanding of the parties represented below that medical and hospitalization insurance benefits for all retirees who retire after the ratification of the 2007-2010 Agreement will be the same as offered active employees. The parties further agree that for a period to expire on June 30, 2020, any increase in deductibles and co-pays for retirees will be capped at 5% per annum (compounded).

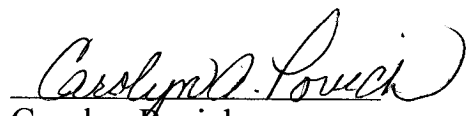
This letter of understanding shall in no way, however, place any limit on the amount of premium participation retirees may be required to pay in the future, if such premium participation is negotiated for active employees.

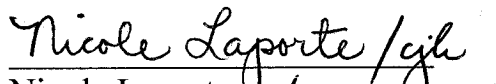
For the Court:

  
Joseph C. Oster  
Chief Judge

For the Union:

  
Ronald Palmquist  
MAPE Staff Rep

  
Carolyn Povich  
District Court Administrator

  
Nicole Laporte w/permission

  
Kenneth Podolski  
City Manager

  
Carol Kupraszewicz