

3-161

6/30/2000

**AGREEMENT BETWEEN THE
CITY OF MOUNT CLEMENS
and
THE INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, UAW
UNIT 37 OF LOCAL 412
(41-B DISTRICT COURT)
Effective July 1, 1997 to June 30, 2000**

*Mount Clemens, City of
(41-B District Court)*

December 1, 1997

INDEX

ARTICLE	1	Agreement	3
	2	Recognition	3
	3	Union Security	3
	4	Union Activity	4
	5	Savings Clause	4
	6	Reopening Clause	4
	7	Union Dues & Initiation Fees	4
	8	Seniority	5
	9	Union Representation	6
	10	Grievance & Arbitration Procedure	6
	11	Employee Discharge & Discipline	9
	12	Special Conferences	9
	13	Layoffs	10
	14	Working Hours	11
	15	Overtime	11
	16	Continuing Education & Development	12
	17	Family & Medical Leave	14
	18	Leave of Absence Without Pay	21
	19	Paid Time Off	21
	20	Catastrophic Time Off	22
	21	Bereavement Leave	23
	22	Jury Duty	23
	23	Holidays	23
	24	Transfers	24
	25	Longevity	24
	26	Job-Incurred Injury	25
	27	Economics	25
	28	Pension	26
	29	Review of Personnel File	27
	30	Insurance*	27
	31	Miscellaneous Allowances	29
	32	Managements Rights Clause	29
	33	Duration	30

**ARTICLE 1
AGREEMENT**

This Agreement is entered into this 1st day of December, 1997 by and between the City of Mount Clemens, Mount Clemens, Michigan (hereinafter called the "Employer") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and the employees of the 41-B District Court, Unit 37 of Local 412, UAW (hereinafter called the "Union").

**ARTICLE 2
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined exclusively by the terms of this agreement for Court Clerks and Probation Officer(s) and excluding all other employees.

**ARTICLE 3
UNION SECURITY**

1. 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 continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
2. 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 continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
3. The union shall represent the probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other condition of employment except discharged and suspended employees for other than Union activities.
4. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

5. Failure to comply with the provisions of this Article shall be cause for discharge of the employee.
6. Upon written notice by the Financial Secretary-Treasurer of the UAW Local 412 to the employer of the failure of an employee to tender the periodic dues, representation fees, and/or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, the employer shall send notice to said employee of its intent to discharge him/her and the reason thereof. Upon subsequent failure of the employee to tender said dues, representation fees, and/or initiation fees within ten (10) days or receipt of such notice of intent to discharge, such discharge shall become effective. If said employee tenders said dues and fees within the ten (10) days of receiving notice of intent to discharge as referred to above such discharge shall be rescinded.

ARTICLE 4 UNION ACTIVITIES

1. Members of the Bargaining Unit shall be allowed to utilize a meeting room for meetings, based on availability.
2. The Union shall be provided with proper space on the bulletin board for posting Union notices.
3. The Union shall be provided with a reasonable allocation of area for storage and maintenance of its records, files and materials on the site of the Court offices, if storage space is available, and with prior approval of the Court Administrator or her designee.

ARTICLE 5 SAVINGS CLAUSE

If a provision of this agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this agreement. The parties shall meet to bargain the effects of such changes of the invalid provision.

ARTICLE 6 REOPENING CLAUSE

The parties hereto agree that this contract may be reopened for additional negotiations of any part hereof when both parties hereto mutually agree that said reopening is necessary.

ARTICLE 7 UNION DUES AND INITIATION FEES

1. Employees who are members of local 412 UAW, or who are non-members electing to pay a representation fee shall tender the initiation fee and monthly membership dues - or representation fees equal to the initiation fee and monthly membership dues - as specified

in the UAW constitution by signing the authorization for check-off of dues form in Appendix A.

2. The employer agrees to deduct dues or fees from the pay of each employee who submits a written authorization form. The amount shall be that specified in writing by the Secretary-Treasurer of the Union.
3. Changes in the regular amount of monthly dues or representation fees may be made no more than once in a twelve (12) month period. Such changes shall require signed, written authorization from the Secretary-Treasurer of the Local Union.
4. Union dues or representation fees will be deducted by the city the first pay of each month during the term of this agreement. Such sums deducted from an employee's pay shall be forwarded to the Union Secretary-Treasurer of the Local Union 412 on a monthly basis.
5. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
6. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, or other forms of liability, that shall arise out of or by action taken, or not taken, by the employer for the purposes of complying with the provisions of this Article.

ARTICLE 8 SENIORITY

1. New employees hired in the Unit shall be considered as probationary employees for the first six (6) months of employment. When an employee completes the probationary period, he/she shall be entered on the seniority list as of the date of employment with the Court. There shall be no seniority among probationary employees.
2. The union shall represent probationary employees for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment as set forth in Article 2 of this Agreement, except discharge and discipline for other than Union activity.
3. Seniority shall be the date of entry into a classification within the Bargaining Unit. Classifications are defined as Court Clerks and Probation Officers.
4. Seniority for all other purposes, with the exception of layoff and recall, shall be the date of hire.
5. The seniority list on the date of this Agreement will show the names, job titles, and date of hire of all employees of the Unit.

6. The Employer will provide the Union with a seniority list ninety (90) days following signing of this Agreement, and will use reasonable efforts to keep said list up to date.
7. An employee shall lose seniority for the following reasons only:
 - A. The employee quits.
 - B. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
 - C. The employee fails to report for work within seven (7) days after date of mailing of written notification to return to work, mailed to the employee's last-known address, or seventy-two (72) hours after the date of termination of a leave-of-absence, unless such time is extended by the Employer. In the proper cases, exceptions may be made.
 - D. The employee retires.

ARTICLE 9 UNION REPRESENTATION

1. There shall be one (1) unit chairperson and one (1) union steward chosen from among employees of this agreement in a manner to be determined by the Union. In the absence of the chairperson or steward, an alternate shall be appointed.
2. The union shall designate to the employer, in writing, the chairperson and the union steward. In the event there is a change in chairperson or steward, the union shall give due notice to the employer or designated management representative within forty-eight (48) hours prior to such chairperson or steward taking over his/her duties.

ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

1. It is mutually agreed that all grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance under this Agreement shall be a claim filed by an authorized representative of the union stating that a specified provision of this Agreement has been violated, misinterpreted, or misapplied by the Employer to the employee's detriment or disadvantage resulting from events that occurred during the term of this Agreement. In the event any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.
 - A. If any employee or the union believes there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement,

a grievance may be filed with the parties designated in the procedures outlined below.

- B. Step 1.** Any employee with a grievance may first discuss the matter with the Court Administrator or her designee. (thereafter Court Administrator) accompanied by their union representative, with the objective of resolving the matter informally.

Step 2. Within seven (7) days of an incident which is to result in a grievance or the meeting in Step 1, whichever is first, the aggrieved party must file a written complaint with the Court Administrator. Such complaint shall be specific and shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific references to the Articles and Sections of this Agreement which have allegedly been misinterpreted or violated. The aggrieved and his/her union representative may discuss the grievance with the Court Administrator after the written grievance is received by the Court Administrator. The Court Administrator will answer the grievance in writing within seven (7) working days of receipt of the written grievance.

Step 3. The aggrieved party or the aggrieved's authorized union representative shall give written notification to the Employer that the grievance procedure is being further invoked. Such notification must be received by the Assistant City Manager or her designee within seven (7) working days of the answer at Step 2. The aggrieved, the union, and the Assistant City Manager shall attempt to resolve the matter within five (5) working days thereafter. In the event the grievance is resolved, a written statement shall be signed by the aggrieved, the Union and the Employer. Copies, thereof, shall be provided each of them. If, however, the grievance is not resolved, the Assistant City Manager shall be required to file with the Union a written answer to the grievance within ten (10) working days.

Step 4. The Regional Director or his/her designee. (thereafter Regional Director) of the Union, after receiving the grievance and it answers, will review the matter. If it merits appeal, the Regional Director may within thirty (30) days arrange a meeting with the Unit Chairperson and Assistant City Manager. At the option of the union, the steward may be present. At the option of the Employer, other management members may be present. At the meeting the parties shall discuss the circumstances and attempt to settle the matter.

Step 5. In the event the grievance remains unresolved after completion of Step 4 of the grievance procedure, such grievance may be appealed to arbitration by either the union or the employer. It is intended herein to prevent an appeal by an individual employee without consent of the Union.

The party desiring to arbitrate shall, within sixty (60) calendar days after the Step 3 answer, file a demand for arbitration with the American Arbitration Association.

In accordance with the applicable rules and regulations of the American Arbitration Association, a copy of such demand shall be sent to the opposite party. If not submitted to the American Arbitration Association within such time limits, the grievance shall be considered settled and such settlement shall be final and binding upon the employer, the employee or employees involved, the Union, and its members.

So long as said arbitrator does not exceed his/her authority as provided herein, his/her decision shall be final and binding on the Union, all members of the Bargaining Unit, and the Employer. The Union will discourage any attempt by its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from the decision of the arbitrator.

2. The appropriate representative of the Employer and the appropriate representative of the Union shall note the time and day when the written grievance complaint is received by him/her. If dispute shall arise as to the date on which said appeal was taken, such notation shall be conclusive evidence of the date of its receipt.
3. Upon failure to file a grievance within seven (7) work days of the incident complained of, or to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed said incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties.
4. It is the intention of the parties hereto to permit full and adequate representation of both the Employer and the employee throughout the course of the grievance procedure; however, it is further agreed between the parties hereto they will avoid any attempt to "pack" a grievance hearing by more than one (1) aggrieved signing a grievance.
5. The Employer and the Union each agree not to withhold information necessary to the resolution of the grievance.
6. The parties hereto agree this grievance procedure is the sole and exclusive remedy for resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.
7. No grievance shall be filed in any matter which existed prior to signing this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to signing of the Agreement.
8. Excluded from arbitration are disputes, complaints, or controversies relating to the City's pension plan and group insurance plans which question the use, application, practices, and policies of these plans.

9. The fees and expenses of the arbitrator will be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. All fees of the American Arbitration Association for filing and processing of the arbitration as shall be borne by the party invoking arbitration.

In the event an arbitrator is selected, a hearing date scheduled and agreed upon by both parties, and either party subsequently cancels or postpones such hearing, the canceling party shall pay any costs assessed by the arbitrator.

Neither party, by their actions or inactions, shall postpone the scheduled hearing date by more than thirty (30) days unless a longer postponement is mutually agreed upon by the parties.

10. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that, once an employee is elected to pursue a remedy by State or Federal Law for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.
11. Meetings between the parties shall be at mutually agreed upon times and places. If the parties cannot agree to meet within the time limits, the time limits shall continue to run, unless specifically extended. Union stewards shall be permitted reasonable time to investigate grievances without loss of pay, given the approval of their supervisor.

ARTICLE 11 EMPLOYEE DISCHARGE AND DISCIPLINE

1. Regular employees shall be discharged or disciplined only for just cause.
2. Appeal from discharge or discipline must be taken within seven (7) working days, as outlined in the grievance procedure. Said discharge or discipline may be taken through to arbitration, as outlined in above-mentioned grievance procedure; provided, however, that complaints regarding discharge or discipline of probationary employees (those with six (6) months service or less) shall not be subject to the grievance or arbitration procedures.
3. In the case of a discharge, the employee being discharged has the right to an exit interview with the city. At the employees request the steward may be present during such interview.

ARTICLE 12 SPECIAL CONFERENCES

A special conference may be scheduled by either the Union or Management for the purpose of discussing matters of concern to either party. Special conferences may be held by mutual agreement between the parties.

ARTICLE 13
LAYOFFS

1. The word "layoff" means a reduction in the number of employees in the unit. Whenever it becomes necessary to reduce the number of employees, the employer will give the union an opportunity to meet before the layoff to discuss the reasons and determine possible ways of avoiding the layoffs or lessening the effect on employees involved.
2. If a layoff becomes necessary, employees shall be laid off or recalled according to seniority within the Bargaining Unit and ability to perform the work in their classification. The following general rules shall apply:
 - A. Temporary employees, excluding co-op students who are enrolled in an approved program shall be laid off in each affected classification.
 - B. Probationary employees.
 - C. Regular part-time employees.
 - D. Regular full-time employees.
 - E. The principles of straight seniority within job classification shall be observed, and the length of service shall govern within such classification.
 - F. A seniority employee who has received a layoff notice may bump the lowest seniority employee in a previously held classification or in a lesser-paying classification for which his/her qualifications are undisputed. When an employee wishes to bump, he/she must so inform the Employer no later than three (3) work days after receiving a layoff notice.
3. Employees to be laid off for an indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than fourteen (14) calendar days notice. The union shall receive a list of employees being laid off at the same time that said employees are notified.
4. When the working force is increased after a layoff, employees shall be recalled in the inverse order of their layoff and shall be subject to the same conditions of layoff. The following general rules shall apply:
 - A. Notice of recall shall be sent to the employee with a copy to the Union at his/her last known address by certified mail. If an employee fails to report for work within seven (7) calendar days of delivery or attempted delivery of said Notice of Recall, he/she shall be considered to have quit.

- B. In the event a recall is necessary on less than seven (7) days notice, the employer may call upon the laid-off employee(s) personally or by telephone, until an employee is located who is able to return to work immediately. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed seven (7) days or until the employee(s) passed over (because of their inability to return to work immediately) return(s) to work within the prescribed time limits.
- C. If any employee is laid off for a period of over two (2) years, any right to recall shall have deemed to have expired.
- D. The Employer is not obligated to take back persons who, during layoff, have been permanently incapacitated during employment elsewhere and are unable to perform all duties of the position to which he/she would be recalled.

ARTICLE 14 WORKING HOURS

1. The regular work week for employees of the District Court shall be seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week. This should not be construed as a guarantee or limitation of work. It is understood that management shall have the right to adjust schedules when necessary. In addition, each employee shall be entitled to a one (1) hour lunch period, without pay, and a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon as determined by the Court Administrator.
2. When the Court offices are closed by the Employer due to snow storms or emergency conditions, all bargaining unit members released from work shall be compensated for the balance of the shift. All employees are expected to report for work unless specifically notified by the Employer to the contrary.

ARTICLE 15 OVERTIME

1. An employee required to work more than thirty-seven and one-half (37 1/2) hours in any one week, or seven and one-half hours in any one day, or to work on a scheduled day off shall be paid on the basis of one and one-half (1 1/2) times the employee's regular hourly rate.
2. When an employee works less than one (1) full hour of overtime, the employee shall be paid on a prorated basis to the nearest next quarter hour at the overtime rate.

3. Overtime earned by an employee may, at the Employer's discretion, be credited as compensatory overtime or be paid in cash at the appropriate rate. Employer will make every effort to pay over-time in cash as the budget allows.
4. Compensatory overtime hours, when taken off, must be with prior consent of management.
5. It is understood that management can require an employee to work overtime after asking for volunteers.

**ARTICLE 16
CONTINUING EDUCATION AND DEVELOPMENT**

1. The Employer recognizes the continuing need for employee training to assist current employees in taking advantage of promotional opportunities in the future, improve skills, and keep current with developments in their respective fields. Therefore, the Employer will offer training opportunities and an educational assistance program outlined below. Such training and education opportunities shall be equally accessible to all regular members of the Bargaining Unit.
2. Whenever any member of the Bargaining Unit is assigned to attend any training program, the employee shall be compensated at his/her regular rate of pay for actual time spent in training. The Employer will pay one hundred percent (100%) of all fees, and other direct costs of the program. Furthermore, the Employer shall reimburse the employee for reasonable travel expenses and meal costs while attending.
 - A. The Employer, at its sole discretion, shall make available other training opportunities including seminars, conferences and special schools. The opportunities shall be posted, and all employees shall be eligible to attend. The Union may make recommendations to the Employer regarding functions where attendance by an employee is desirable and/or beneficial. In making selection, the Employer will give preference where there is a relationship between the event and the employee's present job and to employees who have not previously attended.
 - B. The employer will pay the total cost of all fees and materials if required for such approved training programs or professional meeting, and the employee shall be given time off without loss of pay to attend such function's.
 - C. Employees requesting time off to attend training programs or professional meetings shall notify the Employer at the earliest time practicable of the date of the event.

4. The Employer shall make available financial assistance for education in accordance with the following provisions:

- A. Applications for educational assistance may be made by any full time permanent employee who has completed his/her designated probationary period.
- B. If the employee is eligible or receiving funds for the same courses from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.), reimbursement under this Section shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement provided for under this Section.
- C. Applications for assistance will be approved only for course work directly related to the employee's present job or directly related to a promotion position.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. Reimbursement shall be limited to Eight Hundred (\$800) Dollars per participant per fiscal year for credit courses.
- F. Reimbursement for tuition shall be according to the following schedule:

One hundred percent (100%) for course completed with "A", "B", "C" or the numerical equivalent. There will be no reimbursement for courses completed with less than "C".
- G. Reimbursement for non-graded courses will be compensated at one hundred percent (100%) for courses completed.
- H. Reimbursement on required textbooks of courses completed with a "C", numerical equivalent, or better grade will be compensated at a maximum rate of one hundred (\$100) dollars per course.
- I. Employees must have prior approval before beginning the course(s) and submit documents showing final grade(s) received. The employee shall have completed a class when the term for which the school quotes the tuition fee concludes.
- J. Expenses such as student fees, lab fees parking, mileage, etc., are not eligible for reimbursement.

- K. The employee is not eligible for compensation or compensatory time for attendance under the Section.

**ARTICLE 17
FAMILY AND MEDICAL LEAVE**

1. Purpose: The employer recognizes the diversity of the family structure and the various responsibilities that come with it. During the course of employment with the employer, employees may be faced with the care required of newborn or newly adopted children, or chronically ill, disabled, or injured members of the immediate family.
2. Definitions: For the purposes of this policy and in accordance to the Federal Family and Medical Leave Act of 1993, PL 103-3, the following definitions apply:
 - A. Eligible employee--The term "eligible employee" means an employee who has been employed--
 - (1) for at least 12 months by the employer; and
 - (2) for at least 1,250 hours of service with the employer during the previous 12-month period.
 - B. Employment Benefits: The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance, health insurance, dental insurance, optical insurance, paid time off, catastrophic time off, educational benefits, and pensions, provided by practice or written policy.
 - C. Health Care Provider: The term "health care provider" means--
 - (1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - (2) any other person determined by the employer to be capable of providing health care services.
 - D. In Loco Parentis: This term means "in the place of a parent; instead of a parent; charged, factitiously, with a parent's rights, duties and responsibilities."
 - E. Parent: The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
 - F. Reduced Leave Schedule: The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

- G. Secretary:** The term "Secretary" means the Secretary of Labor.
- H. Serious Health Condition:** The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves--
- (1) inpatient care in a hospital, hospice, or residential medical care facility; or,
 - (2) continuing treatment by a health care provider.
- I. Son or Daughter:** The term "son or daughter" means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is--
- (1) under 18 years of age or
 - (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.
- J. Spouse:** The term "spouse" means a husband or wife.
- 3. Policy:** Upon written request, an eligible employee shall be entitled to a total of 12-workweeks of leave during any 12 month period for one or more of the following:
- A.** Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - B.** Because of the placement of a son or daughter with the employee for adoption or foster care.
 - C.** In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - D.** Because of a serious health condition that makes the employee unable to perform the functions of the position.
- 4. Expiration of Entitlement:** The entitlement to leave under this policy for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.
- A.** Leave taken under subparagraphs 3A or 3B of this policy shall not be taken by an employee intermittently or on a reduced leave schedule. Leave taken under subparagraphs 3C or 3D of this policy may be taken intermittently or on a reduced leave schedule when medically necessary.

The taking of leave intermittently or on a reduced leave schedule pursuant to this paragraph shall not result in a reduction, nor in an increase, in the total amount of leave to which the employee is entitled.

5. **Alternative Position:** If an employee requests intermittent leave, or leave on a reduced leave schedule, under subparagraphs 3C or 3D of this policy that is foreseeable based on planned medical treatment, the employer may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that--
 - A. has equivalent pay and benefits; and
 - B. better accommodates recurring periods of leave than the regular employment position of the employee.

6. **Relationship to Paid and Unpaid Leave:** Leave granted under this policy is unpaid except: that an eligible employee may elect to substitute previously accrued annual paid time off as provided under Section 3 of this policy. If an employee's previously accrued leave balances are less than necessary to cover 12 work weeks of absence the additional weeks of leave necessary to attain the 12 work weeks of leave permitted under this policy will be provided without compensation.

7. **Serious Health Condition:** An eligible employee may elect to substitute previously accrued paid leave time for unpaid leave provided under subparagraphs 3C or 3D of this policy for any part of the 12-week period of such leave, except that nothing in this policy shall require the employer to provide paid leave in any situation in which it would not normally provide.

8. **Duties of Employee:** It is the employee's responsibility to inform the Court Administrator in a timely fashion of the necessity of family or medical leave as follows;
 - A. In any case in which the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than 30 days notice, before, the date the leave is to begin, of the employee's intention to take leave except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notices as is practicable.

 - B. In any case in which the necessity for leave for the care of a spouse, son, daughter or parent, or due to an illness of the employee, is foreseeable based on planned medical treatment, the employee;
 - (1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Court, subject to the approval of the health care provider of the employee or the health care

provider of the son, daughter, spouse, or parent of the employee, as appropriate; and

- (2) shall provide the employer with not less than 30 days notice, before the date the leave is to begin, of the employee's intention to take leave under such subparagraph, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

9. Spouses both Employed by the 41B District Court: In an case in which a husband and wife entitled to leave under this policy are both employed by the Court, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period, if such leave is taken--

- A. under subparagraphs 3A or 3B of this policy; or
- B. to care for a sick parent under subparagraph 3C of this policy.

10. Certification: Appropriate certification of the circumstances necessitating a leave of absence under this provision shall be supplied by the employee to the employers as follows:

- A. A request for leave under this policy shall be supported by a certification issued by the health care provider of the eligible employee or the son, daughter, spouse, or parent of the employee, as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the Court Administrator.
- B. Sufficient certification provided under subsection 10A above, shall be sufficient if it states--
 - (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - (4) for purposes of leave under subparagraph 3C of this policy, a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and

- (5) for purposes of leave under subparagraph 3D of this policy, a statement that the employee is unable to perform the functions of the position of the employee;
- (6) in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the date on which such treatment is expected to be given and the duration of such treatment;
- (7) in the case of certification for intermittent leave, or leave on a reduced leave schedule, under subparagraph 3D of this policy, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and
- (8) in the case of certification for intermittent leave, or leave on a reduced leave schedule, under subparagraph 3C, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

11. **Second Opinion:** In the event that the employer has reason to doubt the validity of the certification provided under Section 3 of this policy for leave under subparagraphs 3C or 3D, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health care provider designated or approved by the employer concerning any information certified under Section 10 above for such leave. A health care provider designated or approved under subparagraph 2C shall not be employed on a regular basis by the employer.
12. **Resolution of Conflicting Opinions:** In any case in which the second opinion described in Section 11 differs from the opinion in the original certification provided under Section 10, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee concerning the information certified under Section 11 above.
13. **Finality:** The opinion of the third health care provider concerning the information certified under Section 11 shall be considered to be final and shall be binding on the employer and the employee.
14. **Subsequent Recertification:** The employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

15. Employment and Benefits Protection: The following provisions apply to the return rights and benefits coverage for employees on family or medical leave.

- A.** Except as provided in Section 5, any eligible employee who takes leave under this policy for the intended purpose of the leave shall be entitled, on return from such leave--
 - (1)** to be restored by the employer to the position of employment held by the employee when the leave commenced; or
 - (2)** to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
- B.** The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.
- C.** Nothing in this section shall be construed to entitle any restored employee to--
 - (1)** the accrual of any seniority or employment benefits during any period of leave; or
 - (2)** any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
- D.** As a condition of restoration under subparagraphs 15A(1) and 15A(2), for an employee who has taken leave under subparagraph 3D, the employer uniformly requires each such employee to submit certification from the health care provider of the employee that the employee is able to resume work.
- E.** Nothing in this subsection shall be construed to prohibit the employer from requiring an employee on leave under this policy to report periodically to the employer on the status and intention of the employee to return to work.
- F.** During any period that an eligible employee takes leave under this policy, the employers shall maintain coverage under any "group health plan" (as defined by the applicable section of the Internal Revenue Code) for the duration of such leave at the level continued in employment continuously for the duration of such leave.

16. **Failure to Return from Leave:** The employer may recover the premium that was paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave under this policy if--
- A. the employee fails to return from leave after the leave for which the employee is entitled has expires; and
 - B. the employee fails to return to work for a reason other than--
 - (1) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraphs 3C or 3D of this policy; or
 - (2) other circumstances beyond the control of the employee.
17. **Certification:** The employer may require that a claim that an employee is unable to return to work because of the continuation, recurrences, or onset of the serious health condition described in Section 10, be supported by--
- A. a certification issued by the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate, in this case of an employee unable to return to work because of a condition specified in section 10B; or
 - B. a certification issued by the health care provider of the eligible employee, in the case of an employee unable to return to work because of a condition specified in section 10B.
 - C. The employee shall provide, in a timely manner, a copy of such certification to the employer
 - D. The certification described in subparagraph 17B shall be sufficient if the certification states that a serious health condition prevented the employee from being able to perform the functions of the position of the employee on the date that the leave of the employee expired.
 - E. The certification described in subparagraph 17A shall be sufficient if the certification sates that the employee is needed to care for the son, daughter, spouse, or parent who has a serious health condition on the date that the leave of the employee expired.

**ARTICLE 18
LEAVE OF ABSENCE WITHOUT PAY**

1. A leave of absence without pay or fringe benefits may be granted, upon written application of the employee, at the Employer's discretion for periods of up to twelve (12) months. Such leave may be extended with the consent of the Employer at the written request of the employee prior to the expiration of the existing leave.
2. All requests shall be submitted, in writing, and shall state the reason for such leave. Only an employee who has successfully completed his/her probationary period shall be eligible to apply for a leave of absence.
3. Time absent while on leave without pay shall not be counted as time worked for purposes of seniority or any fringe benefits.
4. Upon return of an employee from a leave of absence, he/she shall be re-employed at his/her job classification. Failure to return to work at the scheduled time shall be cause for termination at the sole discretion of the Employer. No employee shall return to work prior to expiration of his/her leave unless a two-week written notice is submitted by the employee to his/her supervisor.

**ARTICLE 19
PAID TIME OFF**

1. The Paid Time Off (PTO) Program combines vacation, sick and personal time into one bank to provide greater flexibility in utilizing paid time off, an incentive for good attendance and to ensure that absences will be scheduled in advance whenever possible.
2. All employees earn PTO. PTO is earned from the first day of the month an employee is hired but may not be used until the probation period is completed. PTO is earned according to the following schedule:

LENGTH OF SERVICE <u>YEARS</u>	PTO HOURS EARNED <u>PER MONTH</u>	ANNUAL <u>PTO HOURS</u>
0- 6	10	120
7-12	13.125	157.5
13-20	16.25	195
21-PLUS	19.375	232.5

3. Employees earn PTO for all months in which their unpaid absences do not exceed eight hours. In months where employees experience unpaid absences PTO shall accumulate on a pro-rata basis.

4. If more than one person requests PTO at the same time, the time will be granted on the basis of seniority. Requests should be completed in writing and given to the Court Administrator by October 31st of each year to include paid time off for the following year including time through January 5th. Thereafter requests will be granted on a first-come, first-serve basis with requests being granted unless minimum department coverage is not met.
5. All unused PTO will be paid at the current hourly rate at the time of termination of employment or retirement.
6. Employees can accrue PTO up to one and one-half times their annual accrual rate. Amounts in excess will be transferred to Catastrophic Time Off and the use of the time will be governed by Article 20.
7. If an employee calls in on the day he or she is scheduled to work to say he or she will not be in, the employee will be paid for that day as long as he/she has enough hours in his/her PTO bank to cover the absence. This time off will be recorded as unscheduled time. Excessive unscheduled time off will constitute a basis for disciplinary action.

**ARTICLE 20
CATASTROPHIC TIME OFF**

1. In addition to regular paid time off, each full-time union employee shall earn paid Catastrophic Time Off (CAT) at the following rate:

<u>CAT HOURS EARNED</u>	<u>ANNUAL CAT HOURS</u>
<u>PER MONTH</u>	
4.375	52.5

2. These hours may only be used for illnesses which cause an employee to miss more than (5) five consecutive days of employment provided the Employee gives appropriate notice.
3. The CAT bank may accrue up to 1,350 hours at the annual accrual rate. Upon retirement sixty (60%) percent of the accumulated CAT time shall be paid to the employee, with the exception of Ruth Cwikla who shall be paid seventy (75%) of the first 1,275 hours in her bank. Upon death, such payment shall be made to his/her designated dependents or if not designated, his/her estate. Any such CAT time shall not be added to the employees final average compensation for purposes of computing retirement benefits.
4. If sufficient CAT time is available, after the employee misses five (5) consecutive scheduled work days, the employee may replace the initial five (5) days taken from the PTO bank.

**ARTICLE 21
BEREAVEMENT LEAVE**

1. In the event of a death in the immediate family of the employee, he/she shall be entitled when required, to use a maximum of the next four (4) working days, not charged to PTO, to arrange for or attend the funeral and burial. The immediate family shall be deemed to be: spouse, child, mother, father, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild, brother-in-law, or sister-in-law. Additional days may be obtained and charged to accumulated compensatory time or vacation leave for extenuating circumstances by permission of the Court Administrator.

2. In the event of a death of an employee's grandparent-in-law, aunt, uncle, niece or nephew, the employee shall be entitled to use a maximum of the next two (2) working days, not charged to PTO, to arrange or to attend the funeral and burial. Additional days may be obtained and charged to accumulated compensatory time or PTO for extenuating circumstances by permission of the Court Administrator.

**ARTICLE 22
JURY DUTY**

Any employee called to jury duty shall be paid the difference between the employee's regular wages and jury duty payments (excluding mileage allowance), and such jury duty time shall not be charged against the employee's PTO.

**ARTICLE 23
HOLIDAYS**

1. The following calendar days, or those calendar days customarily celebrated in lieu thereof, shall be deemed holidays during the term of the Agreement:

New Year's Day	Presidential Election Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	December 31
Personal Floating Holiday	

2. Employees shall be paid their regular rate of pay for each of these holidays.

3. Any employee who is required to work on any of the above recognized holidays shall be paid at twice his/her regular hourly rate, plus holiday pay.

4. If holidays occur on Saturdays or Sundays and celebration of such is not covered by an inconsistent State Law, the Employer will permit employees to celebrate such holidays either on the previous Friday or the following Monday. Employees will be advised of that fact as much in advance as practicable.

ARTICLE 24 TRANSFERS

The Court Administrator has sole discretion to make any transfers of employees upon one week notice.

ARTICLE 25 LONGEVITY

1. In addition to the employee's regular salary, employees shall receive longevity for continuous years of service with the Court in accordance with the following schedule.

5 years of service and over	\$ 350
10 years of service and over	\$ 700
15 years of service and over	\$1,100
20 years of service and over	\$1,400
25 years of service and over	\$1,700

2. Such longevity payment shall be payable between December 1 and December 10 of each year.
3. In case of death or retirement, longevity shall be pro-rated for that portion of the year completed. However, employees who voluntarily quit before retirement, or who are dismissed for cause, before November 30 of any given year, shall not receive pro-rated longevity for that year.
4. An employee's first longevity check shall be issued if he/she completes five (5) years of service by November 30 of a given year; otherwise, he/she will receive his/her first longevity check the following year between December 1 and December 10.
5. Continuous employment, for the purposes of longevity shall not be considered as interrupted when paid absences arise. However, periods of approved unpaid leaves of absence shall not be counted as years of service for computing longevity.
6. Compulsory military service time, after a two-year period of employment, will be included as continuous service time in the computation of longevity payments, provided the employee returns to the employ of the Court within sixty days after release from compulsory service with a branch of the U.S. Armed Forces.

7. Longevity compensation shall be a separate and distinct annual payment to those employees eligible, but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City.

ARTICLE 26 JOB-INCURRED INJURY

1. It is agreed that any employee covered by this Agreement who is injured while working and is subsequently subject to the provision of the Worker's Compensation Act, shall be paid an amount of money by the Employer in addition to the money he/she receives under the Worker's Compensation Act. Payment shall total the difference between the Worker's Compensation benefits and his/her normal weekly net take home earnings, excluding overtime, from the first full day lost because of injury for the period of time he/she is unable to work and is eligible and receives payments under the Worker's Compensation Act, not to exceed fifteen (15) weeks.
2. In the event he/she receives Worker's Compensation benefits for a period greater than fifteen (15) weeks, the employee may augment benefits by drawing on accrued sick leave benefits to which he/she is entitled. The amount of sick leave credit, when combined with the Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.
3. The provisions of this Article concerning the Employer's obligation to supplement or augment benefits paid under the Worker's Compensation Act or the supplementation of Worker's Compensation benefits with sick leave benefits will only apply when: (a) the employee is under the exclusive care of a physician provided by or approved by the Employer; (b) the employee is complying satisfactorily with the instructions of the physician; and (c) the injury is determined to be compensable under the Michigan Worker's Compensation Insurance Law.

ARTICLE 27 ECONOMICS

1. All employees covered by this Agreement shall be placed into the classification system as shown in Appendix "B" hereof, however at the Court Administrator's discretion, new employees may be placed at the six (6) month or twelve (12) month step of the Court Clerk I salary schedule and said step would be considered the starting salary.
2. Employees shall be eligible for a step increase within the employees respective classification after completion of the six month probationary period and every six (6) months thereafter.

3. Effective July 1, 1997, all employees covered by this Agreement shall receive a three percent (3%) wage increase with retroactivity.
4. Effective July 1, 1998, all employees covered by this Agreement shall receive a three percent (3%) wage increase with retroactivity.
5. Effective July 1, 1999, all employees covered by this Agreement shall receive a three percent (3%) wage increase.

ARTICLE 28 PENSION

The Control Unit, which is presently the City of Mount Clemens, shall provide pension benefits as provided in the City of Mount Clemens Employees Retirement System as amended. All eligible employees under this Agreement are entitled to participate in this pension plan.

Changes have been negotiated and agreed upon in the Mount Clemens Employees Retirement System, which result in changes in language of said retirement system as follows:

Section 191

(13) "Final average compensation" means the average of the highest annual compensations received by a member during a period of three (3) consecutive years of his credited service contained within his ten (10) years of credited service immediately preceding the date his/her employment with the City last terminated." Effective July 1, 1978.

(23) "Voluntary retirement age" shall be fifty-five (55) for a general member with ten (10) years of credited service.

Section 209. Retiree Pension Computation; Covered Members. (a)

(2) A pension which, when added to his/her annuity, will provide a straight line retirement allowance equal to the number of years, and fraction of a year, of his/her credited service multiplied by 2.0 percent of his/her final average compensation.

Section 210 Deferred Retirement Allowance (after 10 years service).

Should any member who has ten (10) or more years of credited service leave the employ of the City, for any reason except his/her retirement or his/her death, before he has satisfied the age and service requirements for retirement allowance as provided in Section 209, exclusive of subsection (b), if he is a general member; or as provided in Section 209.1 if he is a policeman or fireman member; as the applicable section was in force at the time he left the employ of the City, his/her said retirement allowance shall begin the first day of the calendar month next following the date his/her application for same is filed with the Board on or after his/her attainment of his/her

voluntary retirement age. If he withdraws all or part of his/her accumulated contributions from the annuity savings fund, he shall forfeit all his/her rights in and to a deferred retirement allowance provided in this section. In no case shall he receive service credit for the period of his/her absence from City employment, except as otherwise provided in this article. Until the date his/her retirement allowance is to begin, his/her accumulated contributions standing to his/her credit in the annuity savings fund shall be accumulated at regular interest. Effective July 1, 1978.

Section 220. Disability Retirement Pensions; Medical Examinations; Restoration to Service; Payments, Adjustments

C. (Amend to add the following):

The amount of any disability retirement pension shall be reduced by any Worker's Compensation payments he or she receives and any disability Social Security benefits he or she receives. In the event the disability retiree's Worker's Compensation Claim is redeemed, for purposes of this Section, his or her Worker's Compensation period shall be computed as set forth in Section 191 (10.271), Subparagraph 22 of the Charter.

Section 222. Annuity Savings Fund; Contributions

A general member's contribution to the System shall be the sum of 1.0% of his/her annual compensation.

**ARTICLE 29
REVIEW OF PERSONNEL FILE**

Employees may schedule an appointment with the Assistant City Manager to review their personnel file.

**ARTICLE 30
INSURANCE**

1. Life Insurance

- A.** The employer shall maintain life insurance in an amount equal to the base yearly income, rounded to the nearest thousands not to exceed Twenty Thousand (\$20,000) Dollars. All non-probationary full-time employees shall be eligible for this coverage.
- B.** Each employee who retires shall be provided continuation of Five Thousand (\$5,000) Dollars Group Life Insurance.

2. Medical and Hospital Insurance

- A. Effective for the 1996 calendar year, all employees who are presently eligible for insurance coverage other than the HMO, shall have the option to chose between the following:
- (1) Maintain current form of coverage;
 - (2) Convert to the HMO plan and be compensated at a level equal to 50% of the difference between the HMO costs and their former form of coverage;
 - (3) Decline all health coverages in lieu of \$1,500.00, payable at the conclusion of the calendar year.
- B. Employees presently covered by the HMO plan, may elect to maintain coverage or decline all health coverages in lieu of \$1,500.00, payable at the conclusion of the calendar year.
- C. Employees not receiving coverage through an HMO as of January 1, 1995, shall constitute a committee for the purpose of selecting an insurance plan other than an HMO as an alternative insurance for employees only. The recommended insurance cost must be equivalent to the median cost of the non-HMO insurances presently offered. The recommended insurance plan will take effect January 1, 1997. Should the committee fail to recommend a single plan, management would have the right to select a plan.
- D. Upon retirement, the employer shall furnish group medical health insurance for eligible retirees and spouses.
- E. Upon reaching age 65, the coverage above will be coordinated with any existing Federal or State Medicare and/or Medicaid Plans. If coverage is afforded by other employment, the above coverage will be terminated. In addition, coverage will be extended only as long as the retiree or spouse is collecting a retirement income from the City of Mount Clemens Pension Plan.
- F. As an alternative, a retiree may elect a sum of \$1,500 annually in lieu of health insurance coverage for the retiree and his/her spouse.

NOTE: As used in this article, the term "spouse" means the person to whom a retiree was married at the time employment with the employer last terminated.

3. Dental Plan

Each member of the Bargaining Unit shall be provided with dental coverage, procured and paid for by the employer.

4. Optical Plan

Each member of the Bargaining Unit shall be provided with optical coverage, procured and paid for by the employer.

**ARTICLE 31
MISCELLANEOUS ALLOWANCES**

1. The members of the Bargaining Unit will continue to receive mileage reimbursement in accordance with past practice.
2. If an employee tears or otherwise ruins an article of clothing or shoes during the course of his/her employment, the Employer will allow for a replacement of the article up to a maximum of \$30.00 per year.
3. The Employer agrees to furnish copies of the Collective Bargaining Agreement to all members of the Bargaining Unit.
4. The Employer shall provide all members of the Bargaining Unit a parking sticker for the parking lot adjacent to the Municipal Building.
5. The Employer will pay for all fees necessary to become a Notary Public.

**ARTICLE 32
MANAGEMENTS RIGHTS CLAUSE**

1. The Employer, on its behalf and on behalf of the electors within its boundaries hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, as amended and other general statues delineating rights, powers, and duties of Cities, the laws, and constitution of the States of Michigan, and the laws and constitution of the United States. This includes, but is not limited to the generality of the foregoing, the rights:
 - A. To the executive, management and administrative control of the employer, its properties and facilities, and the activities of the employees.
 - B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, dismissal, or demotions; and, to promote and transfer all such employees.

- C. To determine the hours of employment, the duties, responsibilities, and assignments of members of the bargaining unit with respect thereof, and with respect to the administrative activities, terms and conditions of employment.
2. The exercising of the foregoing powers, rights, authority, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 33 DURATION

1. This Agreement shall continue in full force and effect until the 30th day of June, 2000.
2. If either party desires to modify or change this Agreement, it shall give written notice to the other party at least sixty (60) days prior to the termination date set forth herein. If neither party gives notice of intent to modify or change this Agreement or if the party or parties giving notice withdraw same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice by either party sixty (60) days prior to the termination date or any anniversary thereof.
3. In the event that negotiations for a new contract are still in progress or negotiations have not yet begun on the expiration date of this contract, its terms will continue in full force and effect until a new agreement is ratified.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on 22 day of OCTOBER, 1997.

CITY OF MOUNT CLEMENS

41-B DISTRICT COURT, Local
412 Unit 37 INTERNATIONAL
UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL,
IMPLEMENT WORKERS OF
AMERICA, UAW

By: Quinnie E. Cody
Quinnie E. Cody, Mayor

By: Angelo Tiseo
Angelo Tiseo
International Representative

By: Frances M. Rouns
Frances M. Rouns
City Manager

By: Lydia Dixon, Stewart
Lydia Dixon, Stewart
Local 412, UAW

By: Lauren Wood
Lauren Wood
Assistant City Manager

By: Idella Patterson
Idella Patterson, Chairperson
Local 412, UAW

APPENDIX "B"

DISTRICT COURT WAGE SCALE
July 1, 1997 - June 30, 1998

COURT CLERK I

	Annual	Weekly	Hourly	O/T
Entry Level	24,096.15	463.39	12.357	
6 Months	24,952.20	479.85	12.796	
12 Months	25,833.60	496.80	13.248	
18 Months	26,705.25	513.56	13.695	
24 Months	27,693.90	532.58	14.202	21.303

COURT CLERK II

Entry Level	26,149.50	502.88	13.410	
6 Months	27,067.95	520.54	13.881	
12 Months	28,039.05	539.21	14.379	
18 Months	29,008.20	557.85	14.876	
24 Months	30,061.20	578.10	15.416	23.124

PROBATION OFFICER

Entry Level	32,116.50	617.63	16.470	
6 Months	33,235.80	639.15	17.044	
12 Months	34,421.40	661.95	17.652	
18 Months	35,634.30	685.28	18.274	
24 Months	36,907.65	709.76	18.927	

DISTRICT COURT WAGE SCALE
 July 1, 1998 - June 30, 1999

COURT CLERK I

	Annual	Weekly	Hourly	O/T
Entry Level	24,819.60	477.30	12.728	
6 Months	25,701.00	494.25	13.180	
12 Months	26,609.70	511.73	13.646	
18 Months	27,506.70	528.98	14.106	21.942
24 Months	28,524.60	548.55	14.628	

COURT CLERK II

	Annual	Weekly	Hourly	O/T
Entry Level	26,935.35	517.99	13.813	
6 Months	27,881.10	536.18	14.298	
12 Months	28,881.45	555.41	14.811	
18 Months	29,879.85	574.61	15.323	23.818
24 Months	30,964.05	595.46	15.879	

PROBATION OFFICER

	Annual	Weekly	Hourly
Entry Level	33,081.75	636.19	16.965
6 Months	34,234.20	658.35	17.556
12 Months	35,454.90	681.83	18.182
18 Months	36,704.85	705.86	18.823
24 Months	38,015.25	731.06	18.495

DISTRICT COURT WAGE SCALE
July 1, 1999 - June 30, 2000

COURT CLERK I

	Annual	Weekly	Hourly	O/T
Entry Level	25,564.50	491.63	13.110	
6 Months	26,471.25	509.06	13.575	
12 Months	27,407.25	527.06	14.055	
18 Months	28,331.55	544.84	14.529	
24 Months	29,380.65	565.01	15.067	22.601

COURT CLERK II

Entry Level	27,742.65	533.51	14.227	
6 Months	28,717.65	552.26	14.727	
12 Months	29,747.25	572.06	15.255	
18 Months	30,776.85	591.86	15.783	
24 Months	31,892.25	613.31	16.355	24.533

PROBATION OFFICER

Entry Level	34,074.30	655.28	17.474
6 Months	35,261.85	678.11	18.083
12 Months	36,517.65	702.26	18.727
18 Months	37,806.60	727.05	19.388
24 Months	39,156.00	753.00	20.080



SPECIAL OFFICIAL APPLICATION FOR MEMBERSHIP

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Date _____

Name _____ (Print) L U No _____

Address _____ City _____ State _____ Zip _____

Dept _____ Social Security No _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts requiring the continuance of my membership in said Union as a condition of my employment or continued employment, and contracts requiring the employer to deduct, collect, or assist in collecting from my wages or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan any dues and fees payable to said Union; and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, of any other representative for any of such purposes.

I further irrevocably designate, authorize and empower the said Union exclusively to appear and act for me and in my behalf before any board, court, committee or other tribunal in any matter affecting my status as an employee, or as a member of said Union, and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship as fully and to all intents and purposes as I might or could do if personally present.

I pledge my honor to faithfully observe the Constitution and laws of this Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof, not to divulge or make known any private proceedings of this Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



(Applicant's Signature) _____

(Witness) _____

opelu494

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____

I hereby assign to Local Union No _____, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of Employee here)

(Address of Employee)

(Type or print name of Employee here)

(City) (State) (Zip)

(Date of Signature)

(Employee Clock Number)

(Social Security Number)

(Date of Delivery to Employer)

IN WITNESS THEREOF, the parties hereto have executed this Agreement on 22 day of OCTOBER, 1997.

CITY OF MOUNT CLEMENS

41-B DISTRICT COURT, Local
412 Unit 37 INTERNATIONAL
UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL,
IMPLEMENT WORKERS OF
AMERICA, UAW

By: Quinnie E. Cody
Quinnie E. Cody, Mayor

By: Angelo Tiseo
Angelo Tiseo
International Representative

By: Frances M. Rouns
Frances M. Rouns
City Manager

By: Lydia Dixon, Stewart
Lydia Dixon, Stewart
Local 412, UAW

By: Lauren Wood
Lauren Wood
Assistant City Manager

By: Idella Patterson
Idella Patterson, Chairperson
Local 412, UAW