

AGREEMENT

between

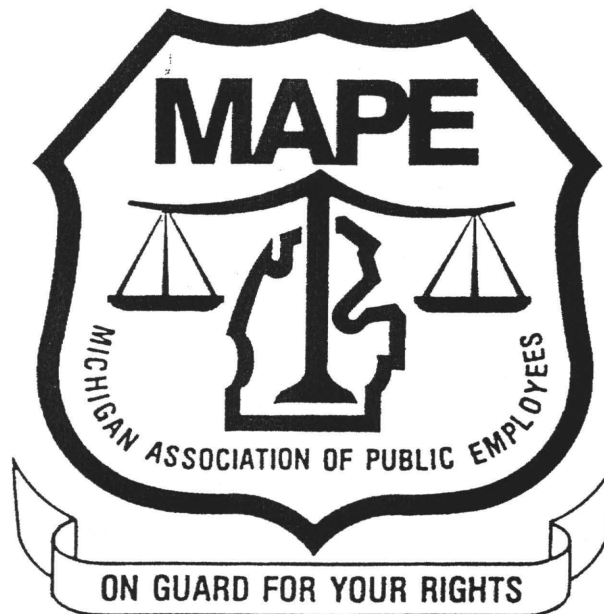
**CITY OF ST. CLAIR SHORES,
STATE OF MICHIGAN**

- and -

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES**

representing

**40TH DISTRICT COURT
EMPLOYEES**



July 1, 1997 through June 30, 2000

St. Clair Shores, City of

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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 conditions 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; 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 (30th) 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 (30th) 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 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 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 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 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.

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 31st)
New Year's Day (January 1st)
Washington's Birthday (Third Monday of February)
Good Friday
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday of September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving (Effective November, 1991)
Christmas Eve Day (December 24th)
Christmas Day (December 25th)

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. New employees shall receive on January 1st following their date of hire, one (1) vacation day for each full twenty-five (25) days they actually worked from their date of hire through December 31st. Thereafter, employees shall receive vacation days on January 1st of each year based on the following table:

<u>Completed Years of Service as of January 1st</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

- B. Vacation days may be used in whole-day increments at times mutually agreed upon by the employee and the Court Administrator. Probationary employees may not use vacation time until after satisfactory completion of the probationary period. 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.

- C. 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.
- D. If a regular payday falls during an employee's scheduled vacation, of one (1) full week or more, the employee may receive an advance paycheck, provided the employee makes a written request to the Court Administrator at least fifteen (15) calendar days in advance of the vacation period.

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.

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.

ARTICLE 18
SENIORITY

- A. "**Seniority**" is defined as the length of continuous service as a regular employee of the Court. 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 (1) 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 start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. Sick leave may not be used by new hires until completion of their six (6) month probation.
- 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 subsequent to July 1, 1976, shall be paid one hundred (100%) per cent to the employee on his/her termination from the Court for any reason.
- H. All unused sick leave days accumulated prior to June 30, 1976, shall be paid upon the employee's retirement or to his/her estate in case of his/her death. 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%) per cent on retirement or to his/her estate in case of death. Fifty (50%) per cent 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%) per cent 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, ie, sick time first; if out of sick time, vacation or compensatory time can be used in lieu of sick time. Beginning with the eighth (8th) day, they will be paid sixty-five (65%) per cent 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
HEALTH CARE PROGRAM

- A. The Court will provide to all full-time employees, eligible spouse and dependents a Blue Cross/Blue Shield PPO as described in group #68451-002 dated 9/26/94 description of benefits with the additional riders for the Preferred Rx (\$5.00 co-pay), VST and FAE-RC.
- B. Retirees shall receive the same benefit (with full family coverage), however, without the PPO and MMCPOV riders.
- C. Regular, full-time employees shall have the option of selecting health coverage with a Health Maintenance Organization (HMO) made available by the Employer; but, the employee shall pay all premium costs to the extent they exceed the premium of the PPO coverage described in Paragraph A above.

ARTICLE 24
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 coverage's:

1. 80% of Class I Benefits: Basic Dental Services
2. 80% of Class II Benefits: Prosthodontic Dental Services

3. 50% of Class III 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 (\$1,000) dollars; and, the maximum lifetime payments for Class III Orthodontic benefits shall not exceed one thousand (\$1,000) dollars per person.

ARTICLE 25
LIFE INSURANCE

Regular, full-time employees shall be covered by a group life insurance policy with AD&D in the amount of thirty thousand (\$30,000) dollars.

ARTICLE 26
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 27
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 years 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

LONGEVITY SCHEDULE

Five years	2% of base pay
Ten years	4% of base pay
Fifteen years	6% of base pay
Twenty years	8% of base pay
Twenty-five years	10 % of base pay

- E. For all employees hired into the bargaining unit after January 1, 1989, the longevity schedule shall be as follows:

LONGEVITY SCHEDULE

Five years	1% of base pay
Ten years	2% of base pay
Fifteen years	3% of base pay
Twenty years	4% of base pay
Twenty-five years	5% of base pay

ARTICLE 28
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.

- B.** Employees shall contribute one and three-quarters (1-3/4%) per cent of their wage subject to Social Security to the Pension Fund. If an employee pays the maximum to Social Security prior to the end of the calendar year, the employee will pay five (5%) per cent of his/her wages to the Pension Fund for the remainder of said calendar year. 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 1/1/95 the Employer agrees to pay one (1%) per cent of the employee's retirement contribution of one and three-quarters (1-3/4%) per cent (retroactive to 1/1/95).
 2. Effective 7/1/95, the Employer agrees to pay the remaining seventy-five hundredths (.75%) per cent of the employees' retirement contribution.
- 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%) per cent nor more than six (6%) per cent.
- F. **Final Average Compensation:** Effective July 1, 1996, the retirement multiplier is two and twenty-five hundredths (2.25%) per cent capped at seventy-five (75%) per cent 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 26.
- H. Retirees shall be provided health insurance as provided in Article 23.
- I. Employees who become disabled permanently and retire will have the same options as 28.L and 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 her/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 percent (2.50%) 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 June 30, 1999, the employee contribution is 1.5%. If an eligible employee elects to retire before June 30, 1999, they may receive the 2.5% pension multiplier provided they pay 1.5% employee contribution on current and future city wage earnings from their retirement date through June 30, 1999 by a lump sum subtraction from cash-out. If the employee does not have the available funds from a cash-out, they may submit a cash payment to the City.

ARTICLE 29
WAGES

- A. Effective July 1, 1997, wages rates shall be increased as listed below:

<u>Classification</u>	<u>July 1, 1997</u>	<u>July 1, 1998</u>	<u>July 1, 1999</u>
Clerk I	\$12.31	\$12.65	\$13.00
Clerk I (after 6 Months)	\$12.79	\$13.14	\$13.50
Clerk II	\$13.61	\$13.98	\$14.36
Clerk III	\$14.16	\$14.55	\$14.95
Clerk IV	\$14.73	\$15.14	\$15.56

- B. Pay ranges have two (2) steps: 97% of maximum to start, 100% of maximum after six (6) months in each classification.
- C. Increases shown to be effective each July 1 shall be effective for the pay period encompassing each July 1.

ARTICLE 30
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.

ARTICLE 31
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 32
DURATION

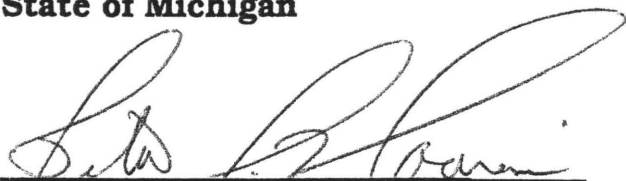
*This **Agreement** shall become effective as of its date of execution as indicated below. This **Agreement** shall remain in full force and effect until 11:59 PM, June 30, 2000, and from day-to-day thereafter until such time that either party shall give written thirty (30) day notice of contract expiration 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.

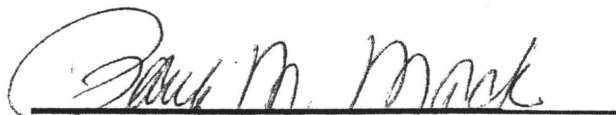
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10TH day of ~~August~~^{September} 1997.

FOR THE EMPLOYER:


40th District Court of the
State of Michigan



PETER J. MACERONI
Chief Judge

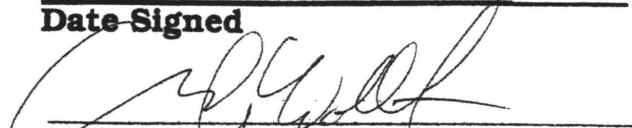


Paula M. Mack
Court Administrator



~~Linda K. Paladino~~ Jack L. Fields
~~Assistant City Manager/~~
~~Personnel Director~~ City Clerk
~~Personnel Director~~

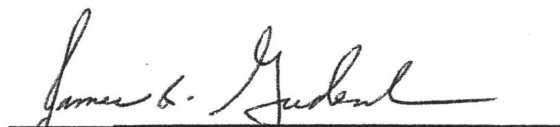
9-5-97
Date Signed



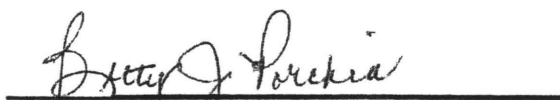
Mark Wollenweber
City Manager

FOR THE UNION:

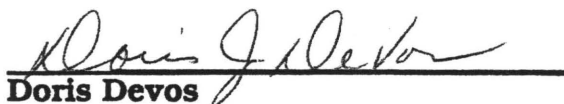
Michigan Association of
Public Employees/MAPE



James R. Gudenburr
Labor Relations Specialist



Betty Porchia



Doris Devos

9-5-97
Date Signed

LETTER OF UNDERSTANDING

between

**CITY OF ST. CLAIR SHORES
40TH DISTRICT COURT OF MICHIGAN**

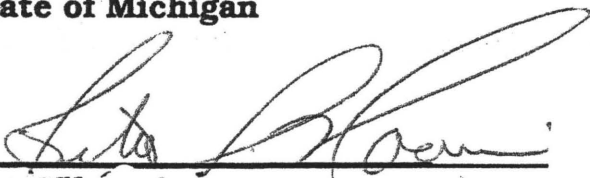
- and -

**MICHIGAN ASSOCIATION OF PUBLIC
EMPLOYEES/MAPE**

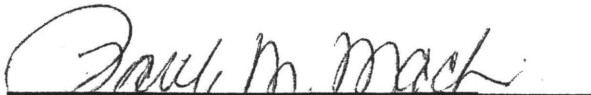
The parties *agree* that during the term of the contract (July 1, 1997 through June 30, 2000) to meet and discuss a cafeteria plan.

FOR THE EMPLOYER:

40th District Court of the
State of Michigan



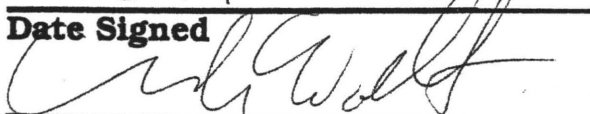
PETER J. MACERONI
Chief Judge



Paula M. Mack
Court Administrator



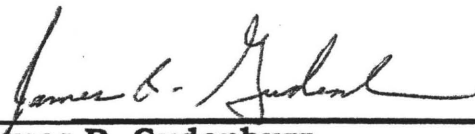
~~Linda K. Paladino~~ Jack L. Fields
~~Assistant City Manager~~ City Clerk
~~Personnel Director~~

9-5-97


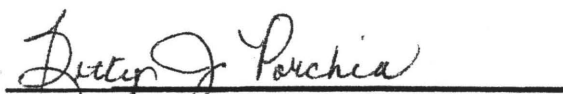
Mark Wollenweber
City Manager

FOR THE UNION:

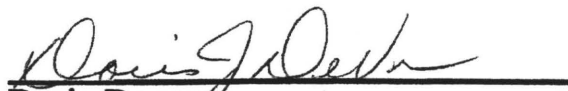
Michigan Association of
Public Employees/MAPE



James R. Gudenburr
Labor Relations Specialist



Betty Porchia



Doris Devos

9-5-97
Date Signed

LETTER OF UNDERSTANDING
Between
The City of St. Clair Shores
and
Michigan Association of Public Employees (MAPE)
Representing Employees at the 40th District Court

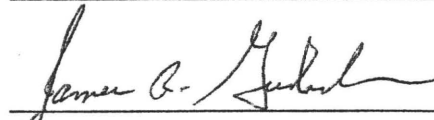
When a union court clerical position becomes available through retirement, sickness, disablement, termination or a new position is created, a notice will be posted ten (10) days prior to selection of employee. Selection for process will be determined by qualifications of individual. In the event of equal qualifications, seniority will be the deciding factor.

FOR THE EMPLOYER

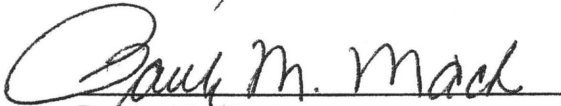


Peter J. Maceroni
Chief Judge

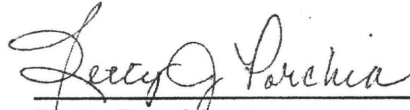
FOR THE UNION



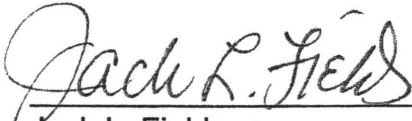
James R. Gudenburr
Labor Relations Specialist



Paula M. Mack
Court Administrator



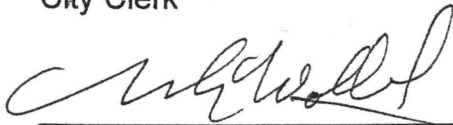
Betty Porchia



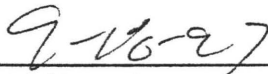
Jack L. Fields
City Clerk



Doris Devos



Mark Wollenweber
City Manager



Date Signed

Date Signed

APPENDIX A

1/24/97

Clerk IV Promotion Standards

Standard	Maximum Points	Factors
Attendance	20	Over the last three years has the fewest sick days used and lowest tardiness occurrences only the top four receive points 1 - 20 points 2 - 15 points 3 - 10 points 4 - 5 points An absence of three or more continuous days counts as one absence
Seniority	2 points for each year of service computed to the nearest year with a 25 point maximum	
Education	20	3 college semester credits successfully completed in the last 2 years as approved by the Court Only classes starting after July 1997 counts towards this credit
Job Tasks	20	Ability to perform all the different tasks a clerk may be called on to perform in the Court without prior instructions All - 20 points 75% - 15 points 50% - 10 points
Initiative	20	Works continually without direction Stays with tasks until it is done
Dependability	20	Can make correct decisions without seeking supervisor approval
Work Performance	20	Accurate in work Timely in work completion
CEO Certificate	20	State of Michigan Certification
CER Certificate	25	State of Michigan Certification

APPENDIX A / CONTINUED

The court administrator along with the chief judge will review all eligible employees within 10 days of the end of a calendar quarter. Candidates will be ranked in order of points as outlined above and the list provided the union. The union will have ten days to review and comment to the court administrator.

The highest ranking two employees with a minimum of 100 points will be promoted to Clerk IV.

Promotional system as amended on 2/11/97

MEMO

To: Linda Paladino, Asst. City Manager
From: Paula M. Mack
Subject: AR4 - Court Employees
Date: September 8, 1997

As per our meeting of Friday, September 5, 1997 with Chief Judge, Peter J. Maceroni, Mark Wollenweber, City Manager and myself:

Effective July 1, 1997 the AR4 court employees will receive an additional two (2) personal days, bringing the total of personal days to four (4).

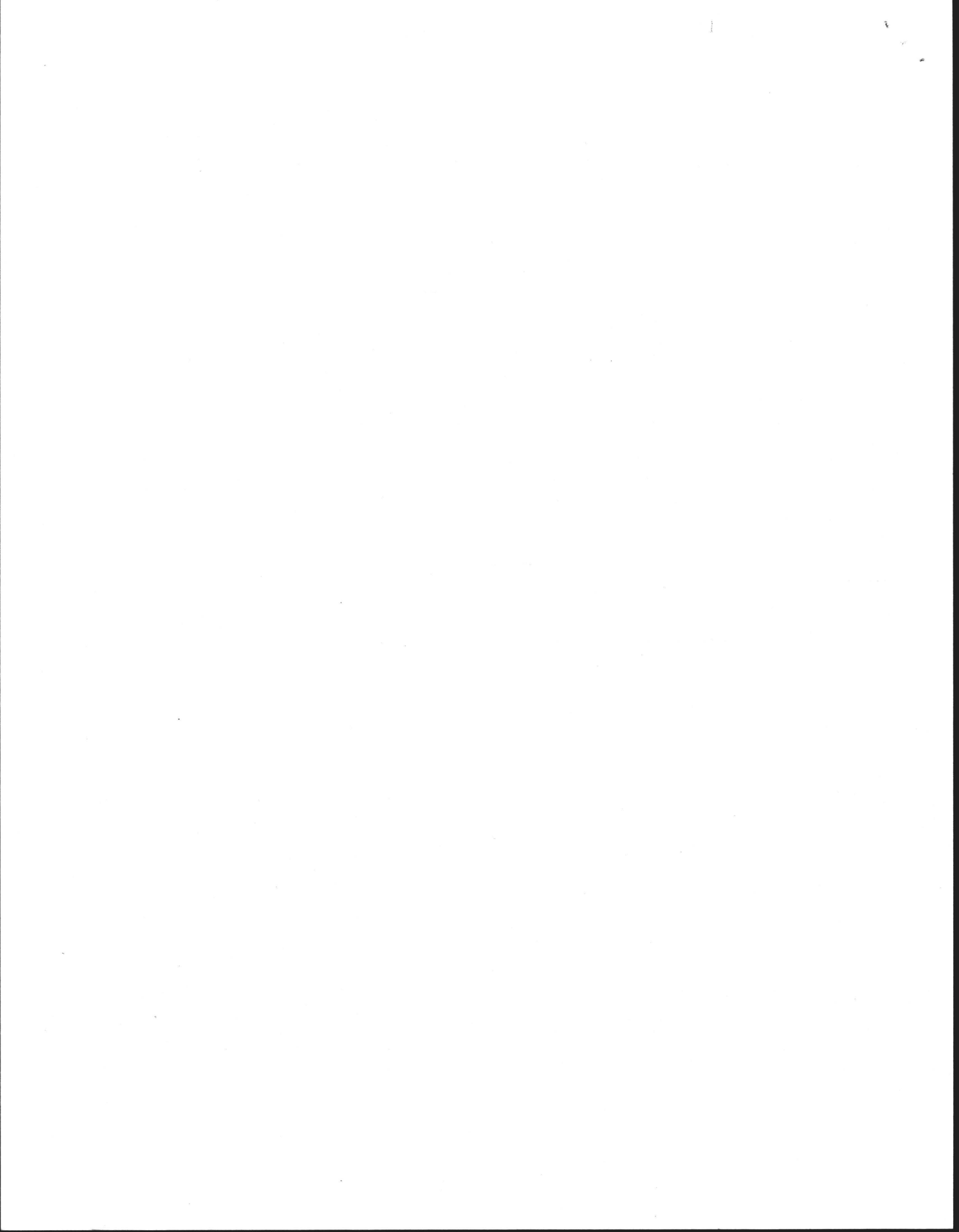
For your records the AR4 Court Employees are as follows;

Paula M. Mack, Court Administrator
Jeanne Stover, Deputy Court Administrator/Chief Acct. Clerk
James F. Messina, Chief Probation Officer
Larry Tomlinson, Judicial Clerk/Court Officer
Nancy Kuzniar, Court Recorder/Secretary
John St. Germaine, Court Officer
Lynn Melton, Court Recorder/Secretary

COPY

APPROVED
DATE: 9/11/97 BY: CITY MANAGER

REC'D
SEP 10 1997



COURT CLERICAL
7/01/97 - 6/30/00

CLASSIFICATION		PER HOUR 06/29/97 FY 97-98	PER HOUR 06/28/98 FY 98-99	PER HOUR 06/27/99 FY 99-00
START 6 MONTHS	CLERK I	12.31	12.65	13.00
		12.79	13.14	13.50
	CLERK II	13.61	13.98	14.36
	CLERK III	14.16	14.55	14.95
	CLERK IV	14.73	15.14	15.56

C) PAY RANGES HAVE TWO (2) STEPS: 97% OF MAXIMUM TO START,
100% OF MAXIMUM AFTER SIX (6) MONTHS IN EACH CLASSIFICATION.

D) INCREASES SHOWN TO BE EFFECTIVE EACH JULY 1 SHALL BE
EFFECTIVE FOR THE PAY PERIOD ENCOMPASSING EACH JULY 1.

GOING FROM CLERK I TO CLERK II OR FROM
CLERK II TO CLERK III IS NOT AUTOMATIC.
PAULA MACK WILL LET US KNOW.
PER LINDA PALADINO 7/13/93