

134

6/30/93

**AGREEMENT**

**BETWEEN**

**20th DISTRICT COURT**

**CITY OF DEARBORN HEIGHTS**

**AND**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**(20th DISTRICT COURT EMPLOYEES)**

*Dearborn Heights, City of*



**7-1-90 to 6-30-93**

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20TH DISTRICT COURT - CITY OF DEARBORN HEIGHTS  
INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement	1
	Purpose and Intent	1
II	Aid to Other Unions	1-2
XVII	Breaks	16
XIX	Conferences and Workshops	16
IV	Deduction of Union Dues	3
VIII	Discharge or Discipline	5-7
XX	General Provisions	16-17
VI	Grievance Procedure	4-5
VII	Grievance Procedure Limitations	5
XXI	Holidays	17-18
XXIII	Insurance	19-24
XI	Layoff and Recall	8-11
XIV	Leaves	12-14
XXIV	Longevity	24
XXX	Management Rights	27
XVIII	Negotiation Meetings	16
XVI	New Classifications	15
XXVII	No Strike - No Lockout	26
XIII	Overtime	11-12
XXVI	Pension	25-26
I	Recognition	1

<u>ARTICLE</u>		<u>PAGE</u>
V	Representation	3
XXVIII	Residency	26
X	Seniority	7-8
IX	Special Conference	7
XXIX	Termination and Modification	27
XV	Transfers, Promotions. and Vacancies	14-15
III	Union Security	2-3
XXII	Vacations	18-19
XXV	Wages	24-25
XII	Working Hours	11
	Signature Page	28

20th DISTRICT COURT - CITY OF DEARBORN HEIGHTS

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

(20th District Court Employees)

## AGREEMENT

This Agreement entered into on this 27 day of AUG., 1990, is between the 20th District Court - Dearborn Heights (hereinafter referred to as the Employer) and the Police Officers Association of Michigan (POAM) (20th District Court Employees) (hereinafter referred to as the Union).

### PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employee members of the Union.

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

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The words "City" and "Court" shall be used interchangeably.

### ARTICLE I RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the 20th Judicial District Court does hereby recognize the POAM as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment of all full and part-time employees of the 20th District Court, excluding District Court Judges, Executive Secretaries/Court Reporters, Court Administrator/Magistrate, Director of Probation and the Chief Deputy Clerk.

1.2: Part-time employees are defined as temporary employees working more than 30 working days within six (6) months.

1.3: Temporary employees are all employees other than regular or part-time employees.

### ARTICLE II AID TO OTHER UNIONS

2.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or

make any agreement with any such group or organization for the purpose of undermining the union.

**ARTICLE III**  
**UNION SECURITY**

3.1: Requirements of Union Membership. 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 to be members in good standing in the Union for the duration of this Agreement.

3.2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective and employees hired, rehired, transferred or reinstated 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 in good standing of the Union for the duration of this Agreement. The Union shall represent probationary employees but only for the purposes of collective bargaining with respect to rates of pay, wages and hours of employment.

3.3: Any present or future employee covered by this Agreement who does not comply with the above provisions shall as a condition of employment pay to the Union a service charge as a contribution toward the administration of the Agreement in an amount equal to the regular monthly Union membership dues of the aforesaid Union. Employees who fail to join the Union or pay the service charge shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

3.4: An employees who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, and if he is a member in good standing, shall be deemed to meet the conditions of this section.

3.5: Employees shall be deemed to be members of the Union within the meaning of this section if they are members and are not more than sixty (60) days in arrears in payment of membership dues.

3.6: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

3.7: The Union will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article III of this Agreement.

3.8: If a member of the Union desires to withdraw from the Union membership, he may do so by giving notice to the Union and to the City

Comptroller during the ten (10) days immediately prior to the expiration of this Agreement. Such notice must be in writing and must be signed by the member.

**ARTICLE IV**  
**DEDUCTION OF UNION DUES**

4.1: The Employer hereby agrees to deduct dues and/or initiation fees of the individual employees in the Union to the extent and as authorized by the laws of the State of Michigan and by such employees upon the following terms and conditions:

4.2: Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall submit an authorization for payroll deductions.

4.3: The Employer shall make such deduction or deductions in the month following receipt of same and continue same in accordance with the terms and conditions set forth in this Agreement.

4.4: The Employer shall transmit such deductions, together with a list of the employees paying same to the Treasurer of the Union, at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, and shall do so as soon as possible after the fifteenth day of the month.

4.5: The Employer shall notify the Union of the termination of any employee.

4.6: Each Employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.

4.7: Each employee hired on or after the execution of this Agreement shall be bound by the same or like service charge deduction requirements.

**ARTICLE V**  
**REPRESENTATION**

5.1: It is mutually recognized that the elected President, and/or designated representative of the 20th District Court Employees Association will represent all employees covered by this Agreement for the purpose of the grievance procedures hereinafter defined. In the absence of the Association President, an alternate may be appointed.

5.2: The Association President, and/or designated representative may, during working hours, and without loss of time or pay, investigate reported grievances, and the Association President and/or designated representative may present said grievances to the Employer as herein defined.

ARTICLE VI  
GRIEVANCE PROCEDURE

6.1: Should differences arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedures shall be adhered to:

Step # 1. Verbal - Chief Deputy Court Clerk. An employee who believes he has a grievance, because any provision of this Agreement has not been properly applied or interpreted towards him, may discuss his complaint with the Chief Deputy Court Clerk. They shall discuss the Complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. This privilege shall not be abused. An aggrieved employee desiring the services of the Union President and/or designated representative shall request permission from the Chief Deputy Court Clerk, and permission shall be granted.

Step # 2. Court Administrator. If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Union President to the Court Administrator. All grievances concerning discipline must be filed in writing within five (5) regularly scheduled working days, and all other grievances must be filed in writing within thirty (30) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. The written grievance shall set forth the nature of the grievance and the date of the matter complained of; the identity of the employee or employees involved by name, so far as diligent effort will allow; and the provisions of the Agreement, if any, that the Union claims the Employer has violated.

The Court Administrator shall answer the grievance completely and fully. The written answer shall be presented to the Union President within five (5) working days, with a copy to the Chief Judge.

Step # 3. Chief Judge. If the Court Administrator's answer is not acceptable to the Union, it may appeal the decision to the Chief Judge within five (5) working days after the decision in writing is rendered in Step # 2. A meeting between the Court Administrator, the Chief Judge and the President and/or designated representative for the Union, plus pertinent witnesses and the grievant, if the Union so desires, shall take place within five (5) working days from the date such meeting is requested by the Union. The Union representatives may meet at a place designated by management on the Employer's property immediately proceeding a meeting with the representatives of the Employer. The Chief Judge shall give a written answer within ten (10) working days from the date of the 3rd Step meeting.

Step # 4. Arbitration. If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the Chief Judge's answer, the Union may submit the grievance within ninety (90) days to final and binding arbitration under the rules of the American Arbitration Association, which shall act as the administrator of the



proceedings.

The Arbitrator shall have no power of authority to add to, detract from alter, or modify the terms of this Agreement.

Each party will bear full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE LIMITATIONS**

7.1: Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.

7.2: Any grievance under this Agreement which is not filed in writing within five (5) working days for discipline and thirty (30) working days after the grievance or knowledge of the grievance arises shall not be considered a grievance.

7.3: The time elements in the first three (3) steps can be shortened or extended by mutual agreement put in writing at the time the agreement is reached.

7.4: Any grievance not appealed in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer.

7.5: The Union may withdraw any grievance at any step up to and including the third step. However, the grievance once withdrawn shall not be reinstated.

7.6: Any grievance not answered by the Court within the time limits established in the grievance procedure shall automatically advance to the next step.

7.7: Any claim for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the Employer's payroll.

7.8: In the case of a pay shortage in which the employee would not have been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if the grievance is filed within thirty (30) working days within receipt of such payment.

**ARTICLE VIII**  
**DISCHARGE OR DISCIPLINE**

8.1: The Employer agrees that upon discharge or discipline of any employee it shall promptly notify the Union President, in writing, of

the discharge or discipline.

8.2: The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Union President and/or designated representative, and the Employer will make available an area where they may do so before they are required to leave the property of the Employer. Upon request, the Employer will discuss the discharge or discipline with the employee and the Union President.

8.3: Should the discharged or disciplined employee or the Union President consider the discharge or discipline to be improper, a grievance shall be presented, in writing, through the Union President and/or designated representative to the Chief Judge or to the Chief Judge Pro Tem in the absence of the Chief Judge within five (5) regularly scheduled working days of the discharge or suspension. The Chief Judge or the Chief Judge Pro Tem in the absence of the Chief Judge in charge will review the discharge or discipline and give a written answer within ten (10) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union, a meeting between the Court Administrator, the Chief Judge and the President and/or designated representative for the Union plus pertinent witnesses and the grievant, if the Union so desires, shall take place within ten (10) working days from the date such meeting is requested by the Union. If the matter is not resolved at this meeting, the Union may submit the grievance within thirty (30) days to final and binding arbitration under the rules of the American Arbitration Association, which shall act as administrator of the proceedings.

8.4: In imposing any discipline on a current charge, the Employer will not take into account any prior infraction in the course of employment with the District Court which occurred more than two (2) years previously.

8.5: No employee shall be disciplined or discharged except for just cause.

8.6: In the event it should be decided by the Employer or under the grievance procedure that the employee was unjustly disciplined, the written notice of the suspension, discharge or discipline shall be removed from the employee's personnel file and an amended notice inserted unless there is to be no disciplinary action.

8.7: Personnel files shall be reviewed annually. If an employee has one year of satisfactory service with no written reprimand during the year, the Chief Judge shall cause all reprimands to be removed and given to the employee. After an employee serves two years of satisfactory services with no suspensions, then all suspensions shall be removed and destroyed after the prescribed time period.

8.8: Discipline is looked upon as supervision's method of correcting employee deficiencies. The normal progression is first oral reprimand, written reprimand, suspension and then discharge. However, if the infraction is serious, it may be necessary to move to either a written reprimand or discharge as the case demands.

8.9: The members shall have the right to review their personal file at any reasonable time. The members shall be furnished a copy of any new entry, and shall have the right to initial or sign such entry prior to its introduction into their file.

**ARTICLE IX**  
**SPECIAL CONFERENCE**

9.1: Special conferences shall be arranged between the Union President and Chief Judge upon request of either party. Such meetings shall be between representatives of the Employer and two (2) representatives of the Union.

9.2: Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

9.3: Such conferences shall be held within ten (10) working days after the request is made.

9.4: Conferences shall be held between the hours of 9:00 a.m. and 4:30 p.m. The members of the Union shall not lose time nor pay for time spent in such special conferences.

9.5: The Union representatives may meet at a place designated by the Employer, on the Employer's property, for not more than one hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

9.6: Problems of health and safety shall be proper subject matter for discussion at special conferences.

**ARTICLE X**  
**SENIORITY**

10.1: New employees hired into the bargaining unit shall be considered probationary employees for the first one hundred eighty (180) days of their employment. Upon the completion of their probationary period the employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire as full-time employees.

10.2: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except for discharge, dismissal or layoff of probationary employees for other than Union activity.

10.3: Part-time employees may be hired to replace employees on sick leave or leave of absence, or for temporary help at the discretion of the Employer. There shall be no seniority while working on a substitute

basis. A substitute does not include Co-Op and Youth Corp.

Part-time employees are excluded from any and all fringe benefits (i.e. holidays, sick days, vacations, pension, longevity, medical and dental insurance and optical plan).

10.4: Should a full-time substitute become a full-time permanent employee without a break in service, the period served on a substitute basis shall be considered as probationary and their seniority and all benefits under this Agreement shall be from date of original hire. Full-time substitute and part-time employees shall have no priority for hiring as a full-time employee. Part-time and temporary employees shall not rank for overtime when it will take such overtime work away from the regular full-time employees.

10.5: An employee shall lose their seniority under the following circumstances:

- A. If they resign
- B. If they are discharged and such discharge is not reversed through the grievance procedure.
- C. If they are absent for five (5) consecutive working days or fail to return to work within five (5) consecutive working days of the expiration of any type of leave of absence without notifying the Employer; serious extenuating circumstances will be considered for lack of notification within five (5) days.
- D. If they fail to return to work within five (5) working days after being recalled from a layoff as set forth in the recall procedure.
- E. If they are laid off for a continuous period equal to their length of seniority, or of one (1) year, whichever is greater as set forth in the recall procedure.
- F. Separation upon Settlement covering total disability.
- G. If they retire.

10.6: The Employer will furnish the Union President an up-to-date seniority list upon request. Such list shall include the names of all bargaining unit employees, their job classifications and seniority dates.

#### **ARTICLE XI** **LAYOFF AND RECALL**

11.1: Reductions in the work force shall be affected through the following procedure:

A. the Union shall be notified in advance of any anticipated layoff to allow time to work closely with the management, and a special conference may be called. Not applicable to part-time employees.

B. No full-time employee will be laid off as long as any other employee is retained. This includes probationary employees, Co-Op, Youth Corp., outside funded employees, or any part-time employee.

11.2: If it is necessary to further reduce the work force the following procedure will be followed:

A. Whenever possible employees being laid off shall be given at least fourteen (14) calendar days notice of layoff. In cases of emergency no less than seven (7) calendar days notice of layoff shall be given. The Employer shall furnish a copy of such notice to the Union immediately.

B. Probationary employees shall be laid off in order of their hire. Such employees may displace other probationary employees in the same classification with a later date of hire. Once laid off, they shall have no reemployment rights except that they may be placed in the order of their date of hire on a preferred eligibility list.

C. Seniority employees serving trial periods in the classification being reduced shall be laid off in order of their date of entry into the classification and shall be reduced to their permanent classification, seniority permitting.

D. Seniority employees who have completed the trial period for the classification being reduced shall be laid off in order of their court seniority and may elect to displace lower seniority employees in the same classification in another section of the court provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

E. Seniority employees who have completed the trial period for the classification which is being reduced may, if laid off, elect to displace lower seniority employees in a lower class in the court provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to perform the work of that position.

F. An employee who cannot be placed in another position in his classification in accordance with the above procedure may elect to displace a lower seniority employee in an equal or lower paying classification provided, however, that a greater seniority employee shall not displace a younger seniority employee from a position unless he is able to

perform the work of that position. It shall be presumed that an employee who passed his probationary period in another classification is able to perform the work of that classification. An employee may displace a lower seniority employee in a higher paying classification only if he has completed his trial period in such higher paying classification or has previously performed in the higher classification and is able to perform the work of the higher classification without a trial period.

G. Employees who are laid off from their permanent classification in accordance with the above procedure shall have their names listed on a reemployment list for that classification in the order of their seniority.

11.3: Recall. Recall rights for an employee shall expire if he is laid off for a continuous period equal to his length of seniority, or of one (1) year, whichever is greater.

11.4: When an increase in force occurs and there are employees on layoff, the following rules shall apply:

A. A notice of all job openings will be sent to laid off employees and the Union.

B. Insofar as possible, employees will be returned to the department where they were working prior to layoff.

C. Employees whose names appear on the reemployment list for the classification being increased shall be reappointed to that classification according to seniority.

D. Laid off employees who are not recalled after the completion of the above procedure may elect to accept employment in a vacant position in a lower classification of the series to which their classification belongs.

E. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the Court and shall require that the employee report for work within five (5) days after the date of delivery or proof of nondelivery. Failure to respond within the above mentioned time will be considered as voluntary resignation. It shall be the employee's responsibility to notify the Employer of any change of address.

F. No laid off employee shall be required to take a temporary position if he has obtained interim employment elsewhere. Should the temporary position become permanent, the employee shall be notified again and be given first preference to that position.

G. Should an employee have accepted interim employment elsewhere during his layoff, and should said employee respond as required in paragraph "F" above, he shall be allowed to

give his interim employer a two (2) week notice of resignation before returning to the Court employment. Notice shall be given to the interim employer on the next regular business day.

H. In instances where employees do not report for work within the required time limit, the next employee in seniority may be recalled. If such next employee has resigned from other employment to accept a position in lieu of an employee who failed to report for work within the required time limit, he shall not thereafter be displaced by such older seniority employee.

I. Independent of any recall rights as defined by this section, laid off employees shall have promotion rights as defined in the terms of this Agreement.

J. Any dispute between the Union and the Employer shall be subject to immediate negotiation under the provisions of special conferences, and are proper subject for the grievance procedure as set forth in this Agreement.

#### **ARTICLE XII WORKING HOURS**

12.1: The standard work day and work week for employees shall be five (5) days per week, Monday through Friday, hours being from 9:00 a.m. to 5:00 p.m., with a one hour lunch.

Management has the right to set different hours for the probation officer.

#### **ARTICLE XIII OVERTIME**

13.1: All work performed in excess of the standard work day, as defined in Article XII above, in a twenty-four (24) hour period shall be compensated at one and on-half (1-1/2) times the normal rate.

13.2: All work performed on a Saturday shall be compensated at one and on-half (1-1/2) times the normal rate, and all work performed on a Sunday shall be compensated at two (2) times the normal rate.

13.3: If an employee reports for work as scheduled and is sent home, they shall be guaranteed a minimum of four (4) hours pay at their normal rate.

13.4: If an employee is called from their home into work because of an emergency, they will receive a minimum of four (4) hours pay at either straight time, or overtime, whichever applies.

13.5: Overtime will be on a rotation basis according to seniority and will be equalized among all employees in the bargaining unit. It

being understood that the employees must be qualified to perform the work involved in the overtime. A "no" answer constitutes a turn, and hours refused will be counted as hours worked in equalizing overtime.

**ARTICLE XIV**  
**LEAVES**

14.1: Employees may be eligible for leaves of absence after their probationary period is completed.

14.2: Employees shall be entitled to a leave of absence for specific purposes and periods of time without loss of seniority.

14.3: Leaves shall be granted for a period of up to six (6) months, upon showing proper proof of such disability through the period of absence from a fully qualified physician. Such leaves may be extended or renewed by the Employer for any reasonable period. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice of return to duty, shall be cause for discharge.

14.4: Maternity Leave. Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do, and the length of time she may continue to work.

A. She shall be permitted to continue to work in accordance with her physician's recommendation, providing the Employer has suitable work available. Sick leave days may be used for the time her physician has recommended the employee to be off the job.

B. A maternity leave of absence shall be handled in the same manner as a medical leave of absence.

14.5: Sick Leave. Employees shall be credited with one (1) sick leave day per month worked.

A. A month worked is any month in which an employee actually works, or is on approved vacation or paid holiday, for sixteen (16) or more days.

B. Employees may accumulate up to one hundred and fifty (150) days unused sick leave days.

C. November 30th of each year shall be considered the year end. Credit for such sick leave will be compiled November 30th of each year and will be paid in the following manner:

1. Upon retirement, regular or medical, forced retirement (disability), or death, one hundred percent (100%) of accumulated sick leave days at the prevailing



rate.

2. For reasons other than the above, the employee will be paid one-half (1/2) of accumulated sick leave days upon severance of employment, unless discharged for just cause.

D. The employee shall notify the Employer prior to their scheduled reporting time if such employee is to be off sick.

E. Should an employee's period of illness extend so that employee's accumulated sick leave days are used up, the employee may make written request to be paid any vacation time that may be due the employee. The employee will not be required to use vacation time.

14.6: On the Job Injury. Employees in the bargaining unit who are injured or become ill in the line of duty, as defined by the Workers Compensation law, shall be carried on the City payroll, at no loss of take-home pay for his or her classification, for a period not to exceed one (1) year from date of injury. The employee shall continue to earn vacation time, longevity pay, hospitalization, life insurance, and seniority rights and sick days.

A. All monies received by the employee from Workers' Compensation or insurance paid for by the City shall be returned, in its entirety, to the City during the above period.

B. In the event that such an employee receives disability benefits from any source such as U.S. Social Security Administration or Pension Plan, retroactive or periodic, the employee shall be liable to reimburse the city for any amounts paid by the City to supplement Workers' Compensation benefits for the period covered by the disability benefits.

C. An employee whose illness extends beyond five working days shall be required to furnish the Employer with a doctor's statement as to the type of illness and ability to return to work. Also, said employee will be required to set an appointment through the Administration (Personnel) prior to returning to work, and to receive proper clearance from the City physician to return to work.

D. No employee will be allowed to return to work prior to written approval by the City physician. Should an employee fail to obtain an appointment through Administration and see the City physician, they will not be allowed to return to work and will forfeit any and all wages until the City physician has approved that employee to return to the job site. The City will work in full cooperation in scheduling the City physician's appointment, at the earliest time available, in an effort to avoid any loss of wages to the employee.

14.7: Personal Leave.

A. Three (3) personal leave days per year.

B. Employees hired on or after 1/1/87 shall not be entitled to personal time off during their first year of employment. Commencing with their second year of employment, employees will be granted three (3) personal days between July 1st and June 30th. Personal days do not accumulate, and are not charged to sick leave days, and shall be scheduled by the employee with at least twenty-four (24) hours advance notice to the Employer, except in employee proven emergency.

14.8: Convention Leave. Convention time to be allotted according to policy adopted by the Employer that one (1) elected delegate of the Association be authorized up to two (2) days off with pay to attend a Union convention annually, or conference at which participation is requested.

14.9: Military Leave. Any employee who enters into active service in the armed forces of the United States, while in the service of the Employer, shall be granted a leave of absence for the period of his or her military service in accordance with the Veteran's Preference Act.

14.10: Funeral Leave. Employees shall be entitled to five (5) work days per funeral to make preparation for and attend the burial and funeral of an immediate member of his or her family within three (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, foster parents, stepfather, stepmother, stepbrothers, stepsisters. He or she shall also be entitled to three (3) work days for the funeral of grandparents-in-law, or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One (1) additional work day for travel will be given for funerals over three hundred (300) miles. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of Presiding Judge or his representative.

#### ARTICLE XV TRANSFERS, PROMOTIONS AND VACANCIES

15.1: Decision as to transfers within the same classification shall be a management right.

15.2: Promotions. When a vacancy in the position of Probation Officer occurs, the Employer shall post said vacancy within five (5) days. Employees desiring a promotion to the position of Probation Officer shall apply for the position within thirty (30) calendar days. Testing shall commence within sixty (60) calendar days.

A. Promotions will be based on the following formula:

- |                        |  |
|------------------------|--|
| 1. Written Examination | 60%  |
| 2. Oral Examination    | 30%  |
| 3. Education           | 10%  |
| 4. Seniority           | 1/12 of one percent for<br>each month of<br>employment |

The Employer shall choose one (1) employee among the top three (3) qualifying.

- B. Employee shall be entitled to review testing scores.
- C. A certified promotional list shall remain in effect for a period of two (2) years.
- D. The employee who is promoted shall serve a probationary period of six (6) months to prove his or her ability. During the probationary period, the employee shall have the opportunity to revert to his or her former classification and former rate of pay. If the employee, after serving the probationary period, is denied the promotion, the reasons for such denial shall be given, in writing, to that employee and the Union President. If the employee is dissatisfied with the reasons given, the matter will become a proper issue for the grievance procedure.
- E. An employee promoted within the bargaining unit, and who is subsequently transferred back and placed in a job classification in the bargaining unit, shall be entitled to his or her seniority. The Employer shall have no obligation to return such employee to the bargaining unit if the employee is discharged for just cause.
- F. Employees in the bargaining unit shall be eligible for application to the position of Chief Deputy Court Clerk.

15.3: Vacancies in Court Officer positions shall be filled by the District Judge to whom that Court Officer is assigned, with no preference given to existing court employees.

#### ARTICLE XVI NEW CLASSIFICATIONS

16.1: When a new classification is established by the Employer, the parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit. If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

16.2: If the new classification is determined to be in the bargaining unit, the parties will negotiate a suitable wage rate for the particular classification, and to establish the rate at an appropriate place in the wage structure.

ARTICLE XVII  
BREAKS

17.1: Employees shall not be entitled to any fifteen (15) minute work break in morning, afternoon or overtime shifts.

ARTICLE XVIII  
NEGOTIATION MEETINGS

18.1: With respect to negotiation meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiation teams for both sides are substantially even in terms of number of members.

18.2: Accordingly, the parties agree that, in future negotiations, neither the Employer's team nor the Union's team will exceed three (3) in number. The Employer agrees that, if the Union's bargaining team does not exceed the number indicated above, negotiations will be conducted during usual working hours on the Employer's premises, without loss of pay to the Union's negotiators.

ARTICLE XIX  
CONFERENCES AND WORKSHOPS

19.1: The Employer may provide the opportunity for the employees to attend conferences and workshops available that are related to the operation of the courts.

19.2: All expenses will be paid by the Employer.

ARTICLE XX  
GENERAL PROVISIONS

20.1: Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

20.2: The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

20.3: Wages, number of hours, and economic benefits of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Employer

will make no unilateral change in wage, number of hours, or economic benefit of employment during the term of the Agreement, either contrary to this Agreement or otherwise. Where this Agreement and any Statute of the State of Michigan Supreme Court orders or regulations governing the 20th District Court are in conflict, the Statute, Supreme Court orders and regulations shall be given effect.

20.4: Bargaining Unit Work. All work within the bargaining unit will be performed by bargaining unit employees except:

A. Work assigned to temporary employees; and,

B. The Chief Deputy Court Clerk, Court Administrator, Probation Director, and Probation Officer shall be permitted to perform bargaining unit work, and the work of the Chief Deputy Court Clerk may be assigned to bargaining unit employees.

20.5: At no time will part-time employees exceed more than three (3) people, except by mutual agreement by both parties.

20.6: The term "employee" referred to in this Agreement shall be those employees covered by this Agreement.

#### ARTICLE XXI HOLIDAYS

21.1: Employees will have the following holidays off with pay:

New Year's Day  
Washington's Birthday (National holiday observed)  
Decoration Day (National holiday observed)  
Good Friday  
4th of July  
Labor Day  
Veteran's Day  
Employee's Birthday  
Thanksgiving Day and the Day following  
December 24th  
Christmas Day  
December 31st

21.2: Employee's birthday holiday may be taken within one week prior or one week subsequent to the employee's birthday, provided the employee gives the Employer seven (7) days prior written notice.

21.3: The Employer shall pay holiday premium pay only on the day given off by the Employer as the holiday, if worked.

21.4: If the holiday falls on Saturday, the employee shall have the Friday prior to the holiday off with pay. If the holiday falls on Sunday, the employee shall have the following Monday off with pay.

21.5: Seniority employees shall be paid seven and on-half (7-1/2)

hours pay at their regular straight time hourly rate for all holidays covered in this Agreement.

21.6: To be eligible for holiday pay, an employee must work all scheduled straight time work hours on the day immediately preceding and following the contract holiday, unless on a management previously approved personal day, vacation day, or a sick day confirmed by management's choice of physician or clinic, or unless the holiday falls during a period of illness which has been confirmed by a physician or clinic and extends for a period of ten (10) consecutive working days, excluding holidays.

**ARTICLE XXII**  
**VACATIONS**

22.1: Each full-time employee of the bargaining unit, whether probationary or vested with seniority, shall be entitled to the following vacation days with pay at the regular straight time pay:

**VACATION ALLOWANCE PER YEAR**

<u>Length of Service</u> <u>As of January 1</u>	<u>On Payroll Prior to</u> <u>December 30, 1986</u>	<u>Hired After</u> <u>12/30/86</u>
After One (1) Year	10 Working Days	10 Working Days
After Five (5) Years	15 Working Days	12 Working Days
After Ten (10) Years	20 Working Days	15 Working Days
After Fifteen (15) Years	1 Additional Day for Each Year of Service After 15 Years	20 Working Days

22.2: Employees who have less than one (1) year of service on January 1st of any year shall receive a pro rated vacation based on one-half (1/2) day for every month employed over fifteen (15) calendar days with a maximum of five (5) days. Vacation to be taken during the calendar year.

22.3: Employees shall be entitled to choose a split vacation, at least five (5) days at a time, or take their entire vacation on a seniority basis. Vacation schedules shall be arranged so they do not interfere with the efficient operation of the Court. Vacation schedules shall be prepared and submitted for approval by the 15th day of April each year.

When there is a holiday in the week of an employee's vacation, four days may be taken.

22.4: Vacation period is from January 1st through December 31st. An employee's vacation pay will be based on his regular, normal work week. If a holiday falls within an employee's vacation, he will be given an extra day's vacation.

22.5: On or before April 1st, the Employer shall circulate a vacation schedule for selection by seniority. Employees shall complete the selection by April 15th.

22.6: Approved vacation schedules will be posted no later than May 1st. No changes are permitted unless sickness, death, or some other condition occurs beyond the control of the employee. However, within the framework of maintaining sufficient skills and numbers of employees, consideration will be given to requests for exchange vacations between employees. Employees that have not submitted their vacation request by May 1st will be given vacations on the basis of remaining time available.

22.7: When an employee shall be entitled to twenty (20) days or more, five (5) days shall be taken between the months of October 1st and April 1st.

22.8: The winter and summer vacations may be taken together with the permission of the Chief Judge.

22.9: Winter and summer vacations may be split with seniority applying to employee's first choice only. Second choice shall be made after all other employees have made their first choice.

22.10: Illness or disability, certified by a doctor's certificate, occurring during an employee's scheduled vacation period or funeral leave shall not be charged against vacation time; but in the event of illness, same shall be charged against sick leave.

22.11: Upon resignation, retirement, or death of employee, full pay shall be due to the employee or such employee's estate for all vacation time not used.

22.12: Vacations, when taken on a holiday, shall supersede a member requesting a personal leave day. In the event of a conflict, the personal day shall be cancelled.

#### ARTICLE XXIII INSURANCE

23.1: A. The City shall continue to pay the full cost of life insurance in the amount of \$12,500 with \$25,000 accidental benefits.

B. The City shall pay life insurance for employees retiring during the term of this contract in the amount of \$4,000.

23.2: A. The City will maintain its Blue Cross-Blue Shield health care benefits levels in effect on June 30, 1984 for persons on the payroll on or before June 30, 1985 (including Master Medical Semi-Private) for single employees and full family rates for all married employees.

B. At City option, persons hired on or after July 1, 1985 shall be enrolled in a Health Maintenance Organization (HMO) as may be selected and approved by the City.

C. Health Care Cost Containment. The City, at its option, may implement any or all of the following health care cost containment programs:

1. Preadmission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).

2. Mandatory Second Surgical Opinion (MSO) with a 20% cost penalty for failure to seek a second opinion if required by the program. Required second opinion shall be paid for by the plan.

3. Foot Surgery Predetermination program BC-BSM or equivalent.

4. City, at its option, may designate the BC-BSM Trust 15 Program (PPO) or equivalent as the primary traditional benefits program.

5. All premium cost increases for active employees in excess of the City contribution existing on June 30, 1987 will be shared on a 50-50 basis at \$55 per year cumulative maximum. The City contribution base over which cost sharing shall occur is as follows:

Single:	\$133.16
2 Persons:	\$306.51
Family:	\$331.93

6. All premium cost increases for retirees retiring on or after July 1, 1987, which are in excess of the City contribution existing on June 30, 1987, will be shared on a 50-50 basis according to the following schedule:

(a) Non-Medicare: \$45 per year cumulative maximum

(b) Medicare: \$25 per year cumulative maximum over the following base:

1 Comp:	\$ 61.47
2 Comp:	\$122.94
1 Comp/1 Regular:	\$182.34*
1 Comp/2 Regular:	\$325.79*

\*Combination Rate Formulas: Maximum divided by base rate equals percentage. Percentage times Medicare rate that applies equals combination rate cost sharing.

7. Retiree health care benefit levels for future



retirees retiring on or after July 1, 1987 shall not exceed the benefit levels for then active employees. The City will only pay fifty percent (50%) of a health care benefit if a person retires with less than 15 years of service. Employees hired before July 1, 1984 are excluded from the 15 year service requirement.

8. A retiree's coverage shall not be changed to include any other person being covered under the health care plan after that retiree's retirement.

9. The Master Medical program deductibles and co-pays shall be \$100/\$200 (80/20) program.

10. City, at its option, may participate in the BC-BSM (or equivalent) Prescription Drug Maximum Allowable Cost Program a/k/a the Generic Drug Program.

11. City, at its option, may participate in the BC-BSM Alternate Prescription Drug Program a/k/a the Prescription Drug Preferred Plan (or equivalent).

12. City, at its option, may implement the BC-BSM Substance Abuse Case Management System (or equivalent).

13. Prescription drug co-pay increased to \$3.00 effective July 1, 1988.

14. Excluded from reimbursement under the prescription drug program is the drug Rogaine when prescribed for baldness.

15. Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.

16. When more than one family member is employed by the City, there shall be no duplicate coverage by City health plans.

17. The City, at its option, may transfer persons enrolled in HMO plans to a City PPO plan.

18. The City will pay health insurance premiums for a bargaining unit person on a City approved medical leave of absence for a period not to exceed six (6) months from that person's last day of work, provided the person is otherwise eligible; provided further that persons returning to work must complete a thirty (30) day requalification period before that person shall again be eligible for City paid health premiums while on a medical leave of absence.

19. Persons in the bargaining unit receiving sickness and accident insurance benefits shall not be required to participate in health premium cost sharing during

the 26 weeks such sickness and accident insurance benefits are being received.

23.3: The City shall procure and maintain, at its own expenses, an insurance policy providing for each employee for non-duty sickness or accidents, weekly benefits for twenty-six (26) weeks in accordance with the following schedule:

A. \$185 July 1, 1989

23.4: To be eligible for either sickness or accident benefits, an employee must have:

A. Achieved seniority and be working full time

B. Become wholly and continuously disabled

C. Be under a doctor's care and furnish evidence of same upon request

D. Furnish the insurer with satisfactory proof of disability upon request.

23.5: The employee shall not be eligible for sickness and accident benefits while that employee:

A. Is eligible for unemployment benefits under any unemployment compensation law

B. Is on layoff

C. Is on leave of absence

D. Has quit their employment

E. Has been discharged for cause

F. Is receiving Worker's Disability Compensation Act Benefits

G. Has accumulated unused sick days

23.6: A. The City may, with prior notification to the Union, select or change the insurance carrier in its discretion, provided that benefit levels in force at the time of execution of this Agreement shall be maintained at equivalent levels, and the City shall be entitled to receive any dividends, refunds or rebates earned without conditions.

B. All benefits shall be subject to standard provisions set forth in the policy or policies.

C. Benefits for otherwise eligible new employees shall become effective on the first day following such employee's ninetieth calendar day from date of hire.

D. Subject to COBRA requirements then existing, when employment and seniority is interrupted by layoff, discharge, quit, strike, leave of absence other than maternity leave, all insurance coverage continues for thirty (30) days or until the next premium is due, whichever is later.

E. In the event any employee fails or refuses to make timely payments of employee-contributed sums necessary to maintain any insurance coverage, such employee's coverage shall be terminated.

F. Should the City be obligated by law to contribute to a government sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage and to escape such double payments. The City shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

G. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted, and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

23.7: Subject to Section 23.2 (C) 18 above, during any period an employee is off on a medical leave of absence, including a pregnancy leave, all insurance (Blue Cross hospital, medical and life insurance) will be continued in full force by the Employer at the group rate.

23.8: Subject to Section 23.2 (C) above, with respect to employees retired under normal, early or disability provisions of the plan, the employee shall be entitled to the same hospital and medical insurance benefits which are currently in effect, or as negotiated with the City.

23.9: In the event of any payment under any City insurance plan on behalf of any person covered by such City insurance plan, the City shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefore against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."

23.10: In a joint continuing effort to control the cost of insurance, the City and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under City health insurance and any other group health insurance policy which a City employee or any covered dependent may have will not exceed the total amount of medical expenses.

23.11: Upon becoming eligible for Medicare benefits, benefits for

any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled. It is understood that eligibility for Medicare shall be first eligibility under then current federal law, and the City agrees that, upon request, it will assist employees or City retirees in applying for Medicare benefits.

23.12: Dental Plan. Dental insurance will be maintained as a contractual fringe benefit.

23.13: Optical Plan. Optical insurance will be maintained as a contractual fringe benefit.

**ARTICLE XXIV**  
**LONGEVITY**

24.1: The Court will pay longevity on the following basis:

<u>On Payroll</u> <u>January 1, 1987 or Before</u>	<u>Hired On or After</u> <u>January 1, 1987</u>	
2.0% After 5 years of service	7 Years	\$250
3.0% After 8 years of service	10 Years	\$500
4.0% After 10 years of service	12 Years	\$650
5.0% After 12 years of service	15 Years	\$900
6.0% After 15 years of service	20 Years	\$1,100
6.5% After 17 years of service		
7.0% After 20 years of service		

24.2: Employees who are on paid leaves of absence or Workmen's Compensation shall be considered as on the payroll.

24.3: Longevity will be paid in the month of December of each year. Employee's longevity payments shall be reduced by 1/12 for that year for each full month the employee is off the payroll two months or more in that calendar year.

**ARTICLE XXV**  
**WAGES**

25.1: The classification of employees and salary to July 1, 1990 are:

Deputy Court Clerk	\$21,739.28
Court Officer	\$27,487.99
Probation Officer	\$24,400.00

Salaries shall be increased under this contract as follows:

		<u>Deputy Court Clerk</u>	<u>Court Officer</u>	<u>Probation Officer</u>
July 1, 1990	an additional	5.00%	5.00%	5.00%
July 1, 1991	an additional	4.00%	4.00%	4.00%
July 1, 1992	an additional	3.75%	3.00%	3.50%

25.2: New Hire Salary Program. New employees shall be paid at a rate of 80% of the rate received by Deputy Court Clerks, Court Officers, and Probation Officers and increased to:

85% After 9 months  
 90% After 18 months  
 95% After 27 months  
 100% After 36 months

25.3: Part-Time. Employees shall be compensated at a rate of \$5.75 to \$8.75 per hour. Employer shall set the rate.

25.4: Uniform and Cleaning Allowance. Each Court Officer shall receive the sum of \$550 dollars per year for the replacement, repair, refurnishing, care and maintenance of their clothing, equipment and uniforms, payable on or before the 30th of June of each year.

25.5: Employees required to work outside of his or her classification shall be compensated for hours worked at the higher rate of pay.

e.g. 15 minutes	1 hour
40 minutes	1 hour
1 hour 30 minutes	2 hours

25.6: Management reserves the right to train up to two (2) employees in the positions of Chief Deputy Court Clerk and Executive Secretary/Court Reporters for a period of ninety (90) days without paying compensation therefore. Less than two and one-half (2 1/2) hours constitutes one half (1/2) day. Two and one-half (2 1/2) hours or more constitute a day.

The Chief Deputy Court Clerk and Executive Secretaries/Court reporters will have one (1) permanent backup and one (a) alternate backup each. In the event that the permanent backup is unavailable (i.e., on vacation, off sick, etc.), the alternate backup will fill in.

Present backups shall be considered as permanent and will remain as such.

A part-time employee may not act as a backup or alternate backup if a full-time employee has the required training and/or certification.

#### ARTICLE XXVI PENSION

26.1: A. Employees retiring after effective date of contract,

with vested pension benefits, will have the computation factor of 2.50%.

B. Notwithstanding anything in the Agreement to the contrary, persons hired on or after July 1, 1987 shall be eligible upon retirement to a benefit calculated at two (2) percent of the employee's average monthly compensation.

26.2: Lump Sum Payouts. Upon leaving Employer service, lump sum payouts will be as follows:

A. 50% upon termination and the balance on the next annual anniversary of such termination.

B. The City will pay 6% interest on a declining balance method on sums retained.

C. The City shall have the option of paying in full, at any time following employment, termination amounts of \$10,000 or less without interest penalty.

26.3: For persons hired on or before June 1, 1984, there shall be created a contractually recurring Monetary Fringe Benefit (MFB) payment of 1.75% lump sum payment to be paid annually, and the amount shall be considered as part of annual compensation only for purposes of pension and for no other purpose. The MFB shall be payable on or before June 1st, annually calculated through June 30th for persons on the payroll as of June 1st. The MFB will be pro-rated if person dies during, or retires from, Court service. The MFB will not be paid if a person quits or is discharged from Court employment. The 1.75% lump sum benefit shall be calculated on the average annual straight time salary of employees hired on or before July 1, 1984 as that salary existed on the June 30th immediately preceding the calculation date provided for in this subsection (Zeppa, Dimech and Billel, included).

**ARTICLE XXVII**  
**NO STRIKE - NO LOCKOUT**

27.1: The Employer will not lock out employees during the term of this Agreement.

27.2: During the term of this Agreement, the Union will no cause or permit its members to cause, nor will any member of the bargaining unit take part in, a strike.

**ARTICLE XXVIII**  
**RESIDENCY**

28.1: All employees in the bargaining unit shall reside within 25 miles of the 20th District Court boundary.

**ARTICLE XXIX**  
**TERMINATION AND MODIFICATION**

29.1: This Agreement shall continue in full force and effect until June 30, 1993.

A. If either party desires to terminate or modify this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination or modification. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

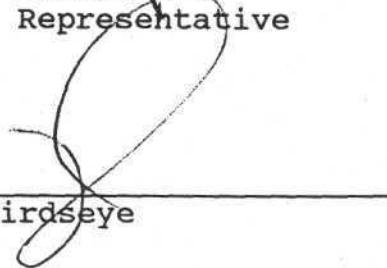
**ARTICLE XXX**  
**MANAGEMENT RIGHTS**

30.1: Subject only to the specific terms of this Agreement, the management of the 20th District Court and direction of the work force are vested exclusively in the Employer and nothing except the specific terms of this Agreement shall be construed as limiting the Employer's right to hire, to suspend or discharge for just cause, to transfer to new duties, to lay off, to maintain discipline and efficiency, to determine standards of quality of work, work schedules, the assignment of work and the methods and means of work, the number and assignment of employees.

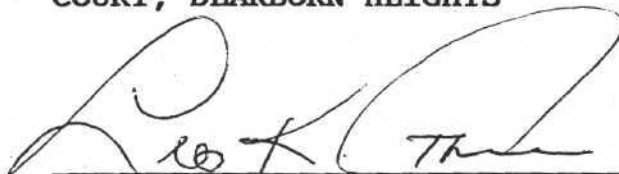
In Witness Whereof, the parties hereto have caused this instrument to be executed on the 27th day of August, 1990.

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

  
Dennis C. Anderson  
POAM Area Representative

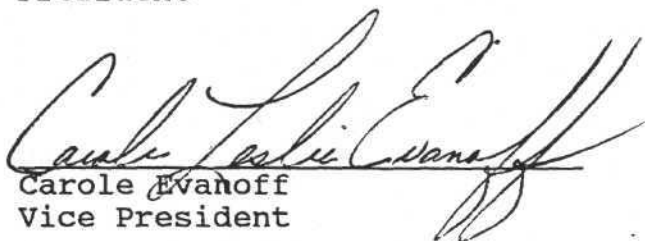
  
William Birdseye


**THE 20TH JUDICIAL DISTRICT  
COURT, DEARBORN HEIGHTS**

  
Honorable Leo K. Foran  
Chief Judge

**20TH DISTRICT COURT EMPLOYEES  
ASSOCIATION**

  
Donald Whitmore  
President

  
Carole Evanoff  
Vice President

  
Kathy Anderson  
Member Bargaining Committee