

AGREEMENT

This **AGREEMENT** entered into this 23rd day of December, 2005, by and between **17th Judicial District Court**, party of the first part, hereinafter referred to as the "**Employer**", and **MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES/MAPE**, party of the second part, hereinafter referred to as the "**Union**".

ARTICLE I
PURPOSE AND INTENT

1.1 **WHEREAS**, the general purpose and intent 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, the employees and the Union.

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative means of facilitating peaceful adjustment of all grievances which may arise from time-to-time between the Employer and its employees, and of promoting and improving peaceful municipal and economic relations between the parties.

1.2 This Collective Bargaining Agreement describes the employment relationship between MAPE and the 17th District Court. Pursuant to Public Act 374, of 1996, Section 8271 (6) (b) and Administrative Order in effect from the Michigan Supreme Court regarding Local Intergovernmental Relations.

ARTICLE II
RECOGNITION, AGENCY SHOP AND DUES

2.1 Employer recognizes the Union as the Exclusive Collective Bargaining Agent with respect to rates of pay, hours of work, and other conditions of employment as provided for in the Agreement, for all full-time and regular part-time employees performing work within the classifications contained in this Agreement.

2.2 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against any employee with regard to such matters.

2.3 Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligations to the extent that he/she receive equal benefits. Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

2.4 In accordance with the policy set forth under Section One (1) and Two (2) of this Article, all employees in the bargaining unit shall, as condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

2.5 Union shall indemnify and save the Court harmless against any and all claims, demands, suits or other forms of liability that should arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of its Agreement to deduct dues and/or fees. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

ARTICLE III **DEDUCTION OF DUES**

3.1 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees for MAPE, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payment to the Union.

- A.** Amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B.** Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above, for the deduction and transmission of Union dues and initiation fees.

ARTICLE IV **WAGES**

4.1 Attached hereto and marked Attachment "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Attachment "A" and the contents hereof shall constitute a part of this Agreement.

4.2 Nothing contained in this Article, or this Agreement shall preclude court employees, including supervisory employees, who are not members of the bargaining unit, from performing work ordinarily performed by bargaining unit employees in an emergency situation

ARTICLE V

RATES FOR NEW CLASSIFICATIONS

5.1 The rate of pay for any new classifications established by the Employer within the bargaining unit covered by this Agreement shall be initially determined by the Employer, but subject to negotiations between the parties. If the Union disagrees with such rate of pay which cannot be resolved by Agreement between the parties, such dispute will be submitted to the Chief Judge for final resolution.

ARTICLE VI

SUBCONTRACTING

6.1 Court reserves the right to subcontract any work which can be done more economically or more expeditiously by an outside concern. However, the Court agrees that it will not contract work that would result in the layoff or demotion of any member of the bargaining unit qualified to perform the work so contracted, nor will it subcontract any work should any employee already be laid off.

6.2 **Extra Contract Agreement:** Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement or any agreement with respect to the employees covered by this Agreement or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be

considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VII LAYOFFS AND RECALL

7.1 Layoff shall mean the separation of an employee from the active work force. Layoffs shall be by Court seniority with the least senior part-time employees being laid off first. In the event all part-time employees have been laid off and only full-time employees remain, the least senior full-time employee shall be laid off first, and so on.

7.2 Recall from layoff shall be in the reversed order with full-time employees being recalled first.

ARTICLE VIII SENIORITY

8.1 Seniority shall be defined as the continuous length of service with the Employer. Employer shall post a list for full-time and regular part-time employees arranged in order of their seniority. Each part time employee shall be granted one (1) month of seniority each time they work eighty (80) hours, with no more than eighty (80) hours being earned in one month. This list shall be posted in their place of employment. Seniority date shall be the last date of hire.

8.2 Seniority shall be broken only by:

- A.** Discharge;
- B.** Voluntary quit;
- C.** Layoff for a period of more than two (2) years;
- D.** Absence for three (3) consecutive working days without notifying the Employer, which shall be considered a voluntary quit. In proper cases, exceptions may be made by the Employer;

- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- F. A settlement with the employee has been made for total disability; or,
- G. The employee is retired.

8.3 Additionally employees will not accrue seniority during the following periods:

- A. Approved unpaid personal leave of absence.
- B. Unpaid illness or unpaid sick leave beyond thirty (30) days except for duty related injuries.
- C. Period of time the employee is on layoff or suspension.

ARTICLE IX **PROMOTIONS**

9.1 Promotions to any full-time Probation Officer position will be filled from the current part-time Probation Officer staff. Seniority shall be the determining factor in promotions, provided the most senior employee has the ability to do the job. If the most senior part-time employee has less than eighteen (18) months on the job, the Union and the Employer shall meet and discuss qualifications. If no part-time employee elects to take the position, the Court may then go outside the department to fill same. Employer shall make the ultimate determination as to qualifications.

9.2 An employee shall not be eligible for promotion if he/she has a written disciplinary action or suspension in his/her file for the last six (6) months.

9.3 The employee will be placed on a six (6) month trial period with no extensions allowed for that trial period. The exception to this would be if a

part-time employee was promoted to full time status in their current job classification.

ARTICLE X

DISCHARGE OR SUSPENSION

10.1 Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct on the job, except that nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action including discharge without prior notice should it be required by the circumstances, with prompt written notice to the Union. Reasons for immediate discharge shall include dishonesty, drunkenness, recklessness, gross negligence, being under the influence of incapacitating or intoxicating beverages or drugs while on duty or causes of like severity. The Employer shall not discharge or discipline any employee without cause.

10.2 In any case, where disciplinary action is necessary, the normal order of procedure shall be as follows, except as provided in Article 10.1:

- A.** Written Reprimand;
- B.** One (1) Day Suspension;
- C.** Five (5) Day Suspension;
- D.** Thirty (30) Calendar Day Suspension;
- E.** Discharge

10.3 Upon request, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union representative. The Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

10.4 Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time originally submitted unless retracted during the twenty-

four (24) hour period. An offer of resignation in lieu of dismissal shall be at the sole discretion of the Employer, and the resignation and matters related thereto shall not be grievable.

10.5 Any discipline issued shall be removed from the employee's file after a twelve (12) month period provided no additional similar or related disciplinary action has been taken within that period. If subsequent disciplinary action occurs within that same twelve (12) month period a record of these similar or related disciplinary actions will remain in an employee's personnel file for twelve (12) months from the last occurrence. Any disciplinary action removed from the employee's file shall not be used in evaluating the discipline to be issued for a current charge.

ARTICLE XI **GRIEVANCE PROCEDURE**

11.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

11.2 Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps:

STEP 1 **Court Administrator**: A conference between the aggrieved employee or the Steward, or both, and the Court Administrator shall be held within five (5) working days of the knowledge of the alleged grievance or when said knowledge could have been reasonably obtained. If the grievance is not settled after said conference, the grievance shall be reduced to writing, stating the specific provisions of the contract alleged to have been violated, signed by the grievant, and presented to the Chief Judge within five (5) working days of the aforesaid conference.

STEP 2 **Judge:** Upon receipt of the written grievance, a conference between Union representatives and the Judge or his/her designee will be held within ten(10) working days. Judge shall answer said grievance in writing within ten (10) working days of said conference.

STEP 3 **Arbitrator:** In the event that the grievance is not satisfactorily settled at Step Two (2), the Union shall give notice of its intention to appeal said grievance to arbitration to the Chief Judge or his/her named designee within ten (10) working days of receipt of the answer in Step two (2) or the time when said answer was due. Union shall appeal the grievance to the Federal Mediation and Conciliation Service within fifteen (15) working days of the date upon which notice of intention to appeal is given to the Chief Judge or his/her named designee. The arbitration shall be conducted in accordance with the following procedure:

- A. The arbitration proceeding shall be conducted by the Federal Mediation and Conciliation Service under its rules then in effect, and the Federal Mediation and Conciliation Service shall act as administrator to the proceedings.
- B. The grievance and arbitration procedure provided for in this Agreement shall be the sole and exclusive remedy for the resolution of grievances.
- C. Each party shall bear the full costs for its side of the arbitration, including payment of its witnesses and representatives, and will pay one-half (1/2) of the costs for the arbitration, provided that the Employer will pay the lost wages of one (1) grievant and one (1) Steward who participates in the Arbitration.
- D. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to rule on any matter, except while this Agreement is in full force and effect between the parties.
- E. The arbitrator's decision shall be final and binding on the Union, the employees and the Employer.

11.3 The failure to file a grievance or to appeal within the time limits herein, unless extended in writing by mutual agreement of the parties shall be

deemed as settling of the grievance based on the last answer or action of the Employer.

ARTICLE XII **LIMITATION OF AUTHORITY AND LIABILITY**

12.1 No employee, Union member or other agent of the Union shall call or cause any strike, work stoppage, work slow down or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work stoppage, work slow down or cessation of work through the use of any method or legal proceeding.

ARTICLE XIII **MANAGEMENT RIGHTS**

13.1 Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

To manage the Court generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all machine, tools and equipment to be used; to decide the services to be provided and the manner of providing them, to decide the work to be performed, to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facility and operations; to hire, lay off, assign, transfer, promote and demote employees, to determine the qualifications of employees, to determine the number and composition of the work force; to determine and redetermine job content; to determine the starting and quitting times; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees; to discipline and discharge employees for cause. Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in the Agreement.

ARTICLE XIV
LOSS OR DAMAGE

14.1 Employees shall not be charged for loss or damage unless clear proof of negligence or sabotage is shown.

ARTICLE XV
ACCIDENTS AND REPORTS

15.1 Any employee involved in an accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

ARTICLE XVI
STEWARDS

16.1 The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

16.2 The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement, provided he/she first received such permission from his/her superior, which permission shall be granted within the next twenty-four (24) hours.

16.3 The transmission of such messages and information which shall originate with and are authorized by the Union or its officers provided such messages and information are not submitted during his/her working hours; and,

- A. have been reduced to writing;
- B. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods or any other interference with the Employer's business. However, postings on bulletin boards, if any, shall be permitted during working hours.

ARTICLE XVII **GENERAL**

17.1 The Employer agrees that it will allow the proper accredited representative of the Union access to the Employer's premises during normal working hours for the purposes of policing the terms and conditions of this Agreement with proper notice and approval, provided, however, that such representatives shall not interfere with or interrupt the employees in the performance of their duties.

17.2 The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times (at the discretion of the Employer).

17.3 The Employer agrees to respect the rules of the Union and shall not direct or require its employees or persons, other than the employees in the bargaining unit herein involved, to perform work which is recognized as the work of the employees in said units, provided, however, that the Employer may, within its discretion, assign any of its employees to perform such work outside of their classification, as may be necessary. The Employer may also from time

to time use casual temporary help. The Employer may also continue to use volunteers in the Probation department in accordance with past practice.

17.4 A sixteen (16) hour bank of Union Time Off shall be allowed annually with no carryover from one year to the next. This Union Time Off shall be for Union business not already provided for in this Agreement.

17.5 A new employee shall work under the provisions of this Agreement but shall be employed on a six (6) month probationary period, during which period he/she is employed at the discretion of the Employer and may be disciplined or discharged without need to establish just cause and without further recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After six (6) months, the employee shall be placed on the regular seniority list.

17.6 The parties recognize and agree that this Agreement is subject to applicable statutes and court rules.

17.7 The Court may conduct monthly Probation Department/Court Administrator staff meetings. M.A.P.E. members shall be allowed to attend with no loss of pay or benefits. The date and time of the meetings shall be determined by the Administrator in cooperation with the Probation staff schedules.

ARTICLE XVIII

PART-TIME AND TEMPORARY EMPLOYEES

18.1 Employees who work temporarily or in cases of emergency or individuals who serve as volunteers shall not be covered by the provisions of this Agreement. It is not the intent of this Article to replace any permanent job positions.

18.2 Regular Part-Time Employees: For purposes of belonging to this bargaining unit and being a party to this Agreement, the definition of a regular part-time employee is set forth below:

- A. Regular part-time employees are employees hired for an indefinite period and who work on a regularly scheduled basis less than 2,080 hours in any calendar year beginning January 1st and ending December 31st, provided that individuals under a co-op plan or as temporary part-time or as volunteers are specifically excluded from this definition and are outside of this Agreement. Employer agrees to schedule all part-time employees in good faith and not for the purpose of reducing or limiting the bargaining unit.
- B. If any of the listed holidays fall on a scheduled workday for a part-time employee covered by this agreement, they shall be granted holiday pay for the number of hours (up to 8) they would have worked. Should the holiday fall on an unscheduled workday the employee will receive four (4) hours of pay. Regular part-time employees shall be eligible for any workers compensation and unemployment coverage provided full-time employees.
- C. Regular part-time employees who work at least eighty (80) hours a month shall accrue leave time according to the formula below. Part-time employees may carry over an amount equal to the current fiscal years' accrual of leave time into the next fiscal year. Upon termination of employment, any amount of hours accumulated will be paid in full to the employee. Leave time will be accrued on a monthly prorated basis and will be available to the employee as earned.

Less than five (5) years seniority	Five (5) hours per month
Five (5) years	Six (6) hours per month
Ten (10) years	Eight (8) hours per month
Fifteen (15) years	Ten (10) hours per month

- D. The above leave hours will be accrued and available for use monthly. This time will be used for sick, vacation or personal leave and must be used on regularly scheduled work

days. Once an employee's leave bank has been depleted approved leave will be without pay.

- E.** Regular part-time employees will receive in addition to the above leave time formula, mandatory vacation time. This mandatory vacation time will be based upon the number of regular hours worked in the previous year not including overtime and cannot be carried over. For example, an employee who works a total of 1,248 hours in one year will earn one week or in this case 24 hours of mandatory vacation time. This mandatory vacation time must be utilized within the same work week. Should an employee's mandatory vacation time be less than their current work week that employee may be allowed with the Court Administrator's approval to make up the hours. All eligible regular part-time employees shall be credited with mandatory vacation time on their anniversary date. No other leave benefits will be granted to regular part-time employees. It is understood and agreed by the parties that the language in this Agreement addressing employee benefits applies only to full-time employees except as expressly provided otherwise in this Agreement.

ARTICLE XIX **PAID FOR TIME**

19.1 All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay shall be those provided for in this Agreement and shall be computed from the time the employee is ordered to report for work and registers in until the time he/she is effectively released from duty.

ARTICLE XX **WORKERS' COMPENSATION**

20.1 The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury when such claims are due and owing. Employer shall provide Workers' Compensation protection for all employees as required by State Law.

ARTICLE XXI
MILITARY SERVICE

21.1 Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall, upon termination of such service, be re-employed in line with his/her seniority at the then current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States Government, and is physically able to do work available, and further, provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

ARTICLE XXII
SEPARABILITY AND SAVINGS CLAUSE

22.1 If any Article or Section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity; the remainder of this contract and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

22.2 In the event that any Article or Section is held invalid or enforcement of or compliance with, which as been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal

recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE XXIII
SAFETY COMMITTEE

23.1 A safety committee shall be composed of a Union representative and an Employer representative who will meet when necessary for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

ARTICLE XXIV
HOURS OF WORK AND OVERTIME

- 24.1**
- A.** The regular work week is established as eight (8) hours a day, five days a week, Monday through Friday.
 - B.** The normal work day for regular full-time employees shall be eight (8) hours, including a paid lunch.
 - C.** For all employees, the work hours shall be broken down into ten (10) six-minute segments. An employee shall be noted as late for work if he or she does not report ready for work at his or her work station at the starting time.
 - D.** If an employee reports for work late, six (6) minutes or more after starting time, he or she shall be docked in major segments of one-tenth of an hour.

24.2 In case of compensation time being modified by legislation of a Supreme Court decision, overtime pay will prevail as follows:

- A.** Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day or over forty (40) hours per week.
- B.** Time and one-half (1-1/2) shall be paid for all hours worked on Saturday.

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- C.** Double (x2) time shall be paid for all hours worked on Sunday.
- D.** An employee reporting for emergency duty shall be guaranteed three (3) hours pay as provided in this contract or the overtime rates of Sub-section 24.2 B and C, whichever is greater. There shall be no duplication of overtime.
- E.** Overtime work will be permitted only when authorized by the Court Administrator.
- F.** Employees accepting overtime must accept all hours offered.
- G.** Employer agrees not to change or modify an employee's work schedule to avoid payment of overtime.

24.3 The Employer reserves the right to deviate from the regular schedules of work in cases of emergency. The emergency is to be defined as an Act of God which cannot be foreseen by the Employer, or an emergency declared by the Chief Judge or the Court Administrator.

24.4 If compensation time is modified by Legislation, or the Michigan Supreme Court, or the United States Supreme Court, during the term of this contract; said modifications shall become effective as of the effective date of Legislation or date of the Court decision.

24.5 The pay period will encompass two work weeks. Payment for the pay period will be made on the second Friday following the end of the pay period.

ARTICLE XXV
HEALTH AND WELFARE AND PENSIONS

25.1 **Health Insurance:** The Township will provide to each full-time employee, the employee's spouse, and the employee's eligible dependents (as defined by the insurer) the following health care options:

- A.** Blue Cross Blue Shield Traditional Plan or comparable coverage with:
1. Master Medical with a deductible of two hundred fifty (\$250.00) dollars for a single person and five hundred (\$500.00) dollars per family with a 90/10 reimbursement plan;
 2. Yearly pap test and mammogram;
 3. Yearly PSA screening for men age forty (40) and older;
 4. Prescription coverage with a ten (\$10.00) dollar co-pay;
 5. Biweekly payroll deduction of twenty dollars (\$20.00) for a single person and forty dollars (\$40.00) for a two-person or family contract.
 6. Blue Cross Blue Shield VCA 80- Vision Program as utilized under the current practices, or comparable coverage;
 7. Blue Cross Blue Shield Dental or comparable coverage Class I – preventative care providing 75% coverage, Class II – restorative care and Class III – prosthodontic care providing 50% coverage with an annual maximum of \$2,000.00, Class IV – orthodontic care providing eligible family members 50% coverage with a lifetime maximum of \$2,000.00.
- B.** Blue Cross Blue Shield Community Blue PPO Plan 1 with:
1. Preventive Service – Covered 100% up to \$250.00 per calendar year per family member when in network;
 2. Prescription coverage with a ten dollar (\$10.00) co-pay;
 3. Office visits with a ten dollar (\$10.00) co-pay;

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4. Fifty dollar (\$50.00) emergency room fee (waived if admitted or accidental injury);
5. Biweekly payroll deduction of ten dollars (\$10.00) for a single person and twenty dollars (\$20.00) for a two person or family contract;
6. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

C. HMO with:

1. Prescription coverage with a ten (\$10.00) dollar co-pay;
2. Office visits with a ten dollar (\$10.00) co-pay;
3. Fifty dollar (\$50.00) emergency room fee;
4. Biweekly payroll deduction of four dollars (\$4.00) for a single person and eight dollars (\$8.00) for a two-person or family contract;
5. Blue Cross Blue Shield or comparable coverage for vision and dental as offered with the BC/BS Traditional Plan.

D. FLEXIBLE (125) BENEFIT PLAN: The Township has established a 125 spending plan in accordance with IRS regulations for employee paid medical insurance premiums as well as medical expenses not covered by the employer provided health/dental/vision insurance plans, child care, and sponsored dependant care assistance. The Township will fund all administrative costs of the plan.

25.2 Management may add the following cost containment requests to health insurance programs:

- A. Second surgical opinion;
- B. Pre-certification;
- C. Case management;

Traditional Blue Cross Blue Shield will no longer be an option for new hires.

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Retirees: The Township will provide to the retiree, their spouse and their eligible dependents (as defined by the insurer) an option to choose Blue Cross Blue Shield Traditional or comparable coverage, Blue Cross Blue Shield Community Blue PPO 1 or available HMO with the same coverage and same co-pays as of the date of retirement. Retirees will be responsible for payments equal to the amount of payroll deductions at the time of retirement. These payments must be paid monthly to the Charter Township of Redford, or as otherwise agreed by the Township.

An employee who retires may not add a new spouse or new dependents to their health insurance after they have left the service of the Township.

- A. Whenever retirees of the bargaining unit, their spouse or their dependents become eligible for Medicare, in order to be eligible for complementary coverage, they must subscribe to Medicare parts "A" and "B", which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this agreement, so long as the retiree shall suffer no reduction in health insurance coverage. Medicare part "B" will be at the retiree's expense.
- B. Retirees will be allowed to continue vision and dental at no cost to the retiree.
- C. Effective March 30, 2005, to receive retirement health benefits the following terms and conditions must be met:
 - 1. Retiring employees must have been receiving health insurance through the Township for a period of ten years immediately preceding their retirement to be eligible for Township paid health insurance. This does not exempt those employees who were required to pay

their own health insurance during a temporary situation (such as leave of absence or sick leave).

2. Employees terminating their employment with the Township and vest/defer their pension will not receive health benefits paid by the Township.

25.3 Life Insurance: The Township shall provide to full-time employees, at no cost to the employee while the employee is in the Township service, a Fifty Thousand and no/100 Dollar (\$50,000.00) Group Life Insurance Policy with an AD&D benefit. Upon retirement or other voluntary departure the employee may continue such insurance at the employee's expense;

- A. Retirees will be given a Two Thousand Dollar (\$2,000.00) death benefit at no cost to the retiree up to age 65; to be paid to his/her designated beneficiary or estate.

25.4 Pursuant to statutory provisions and regulations governing the Municipal Employees Retirement System (MERS), the Employer will provide the following benefits:

- A. Zero percent (0%) employee contribution.
- B. No age requirement with 25 years of service with no penalty.
- C. F-55/20, age 55 with 20 years of service with no penalty.
- D. FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by 3).
- E. Effective 4/1/95:
 1. B-4 program (2.50 multiplier),
 2. 8 year vesting program.
 3. Payout of accrued sick, vacation and longevity (full-time employees only) or leave time (part-time

employees only) shall be figured in retiree's final average compensation through the M.E.R.S. system.

- F. Effective with the signing of this Agreement, the Employer will provide annuity withdrawal to be figured in retiree's final average compensation through the MERS System.
- G. Regular part-time employees will accrue MERS pension seniority of one month for each month that the employee works at least eighty (80) hours.

Employer agrees that in the event of layoffs of bargaining unit employees, it will attempt to open a window period for early retirements.

ARTICLE XXVI **COURT HOLIDAYS**

26.1 The following Court Holidays are set by the Michigan Supreme Court, Michigan Court Rules, Rule 8.110 (F). If these holidays are modified by the Michigan Supreme Court during term of the contract, said modifications shall become effective as of the date of administrative order.

New Year's Day	January 1st
Martin Luther King	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November

April 1, 2005 through March 31, 2009
17th Judicial District Court/Redford
- and -
Michigan Association of Public Employees/MAPE

Friday after Thanksgiving

December 24th Whenever Christmas Day falls on
Tuesday, Wednesday Thursday or
Friday

Christmas Day December 25th

December 31st Whenever New Year's Day falls on
Tuesday, Wednesday Thursday or
Friday

Whenever New Year's Day, Independence Day, Veteran's Day, or
Christmas Day falls on Saturday, the preceding Friday shall be a holiday;

Whenever New Year's Day, Independence Day, Veteran's Day, or
Christmas Day falls on Sunday, the following Monday shall be a holiday;

Whenever Christmas Eve and Christmas Day, New Year's Eve and
New Year's Day fall consecutively on Friday and Saturday, or on Sunday and
Monday, the holidays will be recognized on the same day as is recognized by
regular Township employees.

26.2 Birthday: Employees covered by this Agreement shall be granted
his/her birthday off, with pay, at straight time rates. Employee's birthday may
be taken on any workday falling within the week (Sunday-Saturday) in which
the birthday occurs with his/her supervisor's approval. Supervisor may deny
any or all days except the actual birthday. If the birthday falls on a holiday,
the Employee may choose the day before or the day after and the Supervisor
cannot deny this selection. If the birthday falls on a weekend, Section 26.1
shall apply. Birthday must be taken as a full day. For the contract/fiscal year
4/1/06 – 3/31/07, the Employees' birthday will be designated as Monday, July
3, 2006.

ARTICLE XXVII
VACATIONS

- 27.1**
- A.** Employees who have completed one (1) year of service shall be granted twelve (12) working days vacation without loss of pay; in addition, they may receive an additional three (3) days in accordance with the provisions of Section 28.11 herein;
 - B.** Employees who have completed five (5) years of service shall be granted sixteen (16) working days vacation without loss of pay, in addition, they may receive an additional three (3) days in accordance with the provisions of Section 28.11 herein;
 - C.** Employees who have completed ten (10) years of service shall be granted nineteen (19) working days vacation without loss of pay; in addition they may receive an additional three (3) days in accordance with the provisions of Section 28.11 herein;
 - D.** Employees who have completed fifteen (15) years of service shall be granted twenty-one (21) working days vacation without loss of pay; in addition, they may receive an additional three (3) days in accordance with the provisions of Section 28.11 herein.
- 27.2** Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

27.3 Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

27.4 Vacation days can only be accumulated in an amount not to exceed thirty (30) days at the end of each fiscal year, unless prior permission has been granted by the Employer.

27.5 In case of retirement, resignation or death of an employee, the employee's estate will be paid for the unused vacation days which have accumulated to the employee's credit on a pro-rata monthly basis.

27.6 Employees absent from work for other than on-the-job illness or injury shall continue to receive all benefits as though the time was worked, if the employee is using accumulated sick or vacation time.

27.7 **Vacation Hours:** Vacation time for all employees including new hires will be accrued on a monthly prorated basis and will be available to you as earned.

ARTICLE XXVIII **SICK LEAVE**

28.1 All full-time employees, probationary or regular, will be eligible to receive sick leave. Sick leave days will be earned at the rate of one (1) day for each full month of employment. For employees hired the 1st through the 15th, their sick leave base date will be the first of that month and if hired the 16th through the last of the month, the base date will be the first of the next month.

28.2 **A.** Sick leave days may be accumulated in an amount not to exceed three hundred (300) days. One hundred (100%)

- B. Employees with less than five years of service time will not receive any payment of unused sick time.

28.3 Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness of an employee has no reasonable alternative. *Correction*
- B. Sick leave will be taken ill on the job.
- C. Sick leave may be taken in the event of his/her illness or disease endangering or the illness or injury in his/her immediate family which necessitates his/her absence from work.
- D. Sick leave may be utilized by an employee for absence necessitated by the death of a relative, or person for whose financial or physical care he/she has been principally responsible.
- E. Sick leave may be utilized by an employee for appointments with Doctor, Dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non duty hours. Sick leave may be taken in one (1) hour increments.

percent of all accumulated sick days up to a maximum of 120 days will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. No more than one hundred twenty (120) days may be paid out. An employee who has accumulated less than 120 days shall be paid for all days accumulated.

- B. Employees with less than five years of service time will not receive any payment of unused sick time, ~~employees with five (5) years or more service will receive 100% up to 80 days maximum payout of unused sick time.~~

28.3 Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Sick leave will be authorized when an employee is taken ill on the job.
- C. Sick leave may be utilized by an employee in the event of his/her illness, injury, or exposure to contagious disease endangering others, or for illness or injury in his/her immediate family which necessitates his/her absence from work.
- D. Sick leave may be utilized by an employee for absence necessitated by the death of a relative, or person for whose

financial or physical care he/she has been principally responsible.

- E. Sick leave may be utilized by an employee for appointments with Doctor, Dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non duty hours. Sick leave may be taken in one (1) hour increments.

28.4 In the event any employee is injured while in the service of the Employer, the employee shall receive the difference between their full pay and their worker's compensation for the period of the employee's disability not to exceed one (1) year. After the year has expired the employee may elect to use their accumulated sick leave bank to supplement the difference between their worker's compensation payment and their full base salary until the sick bank is exhausted.

28.5 When sick leave credits are exhausted, the employee will remain on Workers' Compensation without additional compensation from the Employer. An employee, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that the employee is physically able to do work available before the employee's return to active work.

28.6 An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

28.7 Vacation time may be used as sick leave when the employee's sick leave bank has been exhausted; provided that, under such circumstances stated above, the Employer will have the same rights with respect to the verification and approval and denial of leave time as though the employee had continuously used sick leave time.

28.8 In case of death of an employee, payment of one hundred (100%) percent of his/her unused sick leave, not exceeding one hundred twenty (120) days, shall be paid to his/her beneficiary or estate. Such payment shall be paid at his/her rate of pay and based on eight (8) hours per day.

28.9 The printed "Request for Time Off" form by the Employer must be filled out completely and properly signed and submitted by the applicant, to the heads of department or the Court Administrator.

28.10 An employee who does not use more than four (4) days sick leave during any one (1) fiscal year and be credited with an additional three (3) days of vacation period.

28.11 Any employee who has been absent for five (5) or more consecutive workdays must have written approval from their attending physician to return to work.

28.12 Disability Plan: Any full-time non-probationary employee who has been absent (paid or unpaid) for a minimum of thirty (30) continuous working days due to non-duty illness or injury shall be compensated on the 31st day by the Township at eighty percent (80%) of their base rate. An employee must be fully disabled from a non-duty illness or injury as verified by a Township selected doctor for this compensation to be paid. Employee must use up to thirty (30) days (if available) from his/her sick bank. This compensation may continue for a period not to exceed one hundred twenty (120) working days. During this period the employee will retain; seniority rights, health insurance (at both the same cost and level of benefit to the employee), and pension service credit; no other benefits will accrue. However, an employee may elect not to receive this disability compensation from the Township in lieu of using

banked sick, vacation or personal time. After 120 days, inability to return to their regular duties or be on paid leave, may result in termination. The employee may purchase group health insurance in accordance with C.O.B.R.A., provided a small service fee is paid.

ARTICLE XXIX

OTHER PERSONAL LEAVE TIME

29.1 If a death occurs, an employee will be allowed to use sick, vacation, personal or leave time for bereavement purposes up to five (5) full working days from the date of death to attend the funeral. Use of sick, vacation, or personal leave time will not be unreasonably denied for bereavement use. Time in excess of five (5) days may be requested and subject to department head's approval. Denial may be appealed to the Administrative Committee. Use of sick time bereavement {for up to five (5) days only} will not be used against a full-time employee with regard to bonus vacation days (Section 28.11).

29.2 Proof of bereavement shall be required in all cases subject to this Article in order to receive regular pay upon return from time away from the job.

29.3 **Personal Leave:** The Employee shall be granted five (5) personal leave days per year, with pay. Personal leave for all full time employees including new hires will be accrued on a monthly prorated basis and will be available to you as earned. Employees will have no more than forty (40) hours in their personal leave bank at the end of the Court's fiscal year (March 31st). Additionally there is no payout of unused personal leave time when an employee terminates employment (retire, quit, termination).

29.4 Jury Duty: An Employee shall receive said employee's full pay during the period the employee is called for jury duty or to serve as a witness in court. Any monies collected for the performance of jury duty and appearing as a witness may be retained by the employee. Such monies received shall be in lieu of parking, mileage, meals, etc. Regular part-time employees will not be paid in excess of their regularly scheduled work hours for any work days excused under this Article.

ARTICLE XXX **TUITION REIMBURSEMENT**

30.1 The Employer will provide education assistance funds for Court related education to non-probationary full-time employees, of the 17th District Court. The assistance shall be in the form of a tuition/expense refund subject to the following restrictions:

- A.** Maximum refund per calendar year of \$1400;
- B.** Management must approve the course;
- C.** Employee must successfully complete course. (If course is graded, employee must receive a grade of "C" or equivalent score or better).
- D.** By accepting educational assistance funds the employee agrees to remain in the employ of the Township. Such period of employment commitment shall be for one (1) year after the course or courses supported by the Township have been completed.
- E.** Should an employee terminate their employment prior to the expiration of the period of employment commitment, the amount of educational assistance funds shall be refunded to

the Township. The employee may agree to have such an amount withheld from their severance pay. Such withholding requires written consent of the employee. The employee remains responsible for full repayment to the Township.

ARTICLE XXXI LONGEVITY

31.1 Full time employees who have completed five (5) years of service will receive longevity pay. Longevity for all eligible union employees, will be paid one time (1x) per year, in December in accordance with the following schedule:

5 – 14 years seniority	-	\$65 for each year worked
15-19 years seniority	-	\$70 for each year worked
20 or more years	-	\$75 for each year worked

Regular part-time employees who become full time employees without a break in service will accrue seniority toward longevity of one month for each one month of part-time service that the employee worked at least eighty (80) hours in the month.

31.2 Upon termination of employment for any reason, except for cause, longevity payments shall be prorated for the year of termination and the appropriate amount paid to the employee, or in the event of his/her death, to his/her estate.

ARTICLE XXXII LEAVE OF ABSENCE

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

32.2 Employees shall be entitled to leaves of absence for specific purposes acceptable to the Employer (including disability for medical reasons) and for specific periods of time up to the maximum allowed in the Article.

32.3 **Medical/Pregnancy Leaves of Absence:** When an employee shall become disabled due to medical conditions or pregnancy, that employee shall furnish the Employer with a certificate from his/her physician stating the nature of the disability, the anticipated duration of the disability, the nature of the work the employee may do and the length of time the employee may continue to work.

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

32.4 During the period of a leave of absence, the employee shall not, without permission of the Employer, engage in other gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved.

32.5 Upon expiration of a regularly approved leave of absence, 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 a return to duty shall be cause for discharge. During the time period when a bargaining unit member is on unpaid leave of absence management may fill the vacated position with a temporary employee. Management agrees to hold the Union member's position for a total of six months (180 days). After the expiration of the 180 calendar days, the position may be permanently filled, unless an additional leave is granted at the discretion of the Chief Judge in which case the employee's position will be held for an additional period of approved time. In no event will the total time of approved leave exceed one (1) year.

32.6 An employee granted a leave of absence without pay shall be considered as still in the employment of the Court for continuous service purposes, except as otherwise provided in this Agreement, but will not earn annual or sick leave nor will this time period be utilized in determining longevity pay or annual leave. Credit for time on leave will not apply for purposes of retirement unless otherwise provided by the regulations governing the plan. It will be the employee's responsibility to make arrangements with the Employer if the employee wishes to have insurance benefits continued throughout the period of disability and the payment for such continuation of benefits will be the responsibility of the employee during the unpaid leave duration.

32.7 The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend labor convention, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

32.8 The Union and the Employer shall honor the Family and Medical Leave Act as outlined by Federal regulation and Township policy.

ARTICLE XXXIII **SPECIALIST PAY**

33.1 The Employer shall pay all costs incurred in obtaining and maintaining the following certifications, Fundamentals of Alcohol and Other Drug Problems and the Assessment, Referral Management Specialist (ARMS), Certified Criminal Justice Professional (CCJP) and any other required training. This would include test fees (the Township will pay once for the test, if

additional testing is required the employee will have to cover the cost), seminars, books and any other directly related expenses.

33.2 Upon obtaining the Assessment Referral Management Specialist (ARMS) or Certified Criminal Justice Professional (CCJP) certificate the employee will receive a 1.5% annual lump sum incentive bonus based on the employee's current base annual wage. This payment will be paid in December (not later than the second pay period in December).

Effective the second year of the contract and each year thereafter, the specialist pay will go to 2% and be based on the employees gross pay for the previous year. Additionally, beginning the second year of the contract (2006/2007) and each year thereafter the employee will receive their payment not later than the second pay period in January.

ARTICLE XXXIV **TERMINATION OF AGREEMENT**

34.1 This Agreement shall be in full force and effect from April 1, 2005 to and including March 31, 2009 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

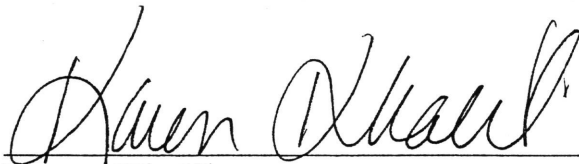
34.2 It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve the other a notice at least sixty (60) days prior to March 31, 2009, or any subsequent contract year, advising that such party desire to continue this Agreement but also desire to revise or change terms or conditions of such

Agreement. Respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

34.3 It is understood and agreed between the parties that negotiations for a renewal Agreement to this Agreement upon timely request, shall commence not later than sixty (60) days prior to expiration.

FOR THE EMPLOYER:

{17th District Court, Redford}



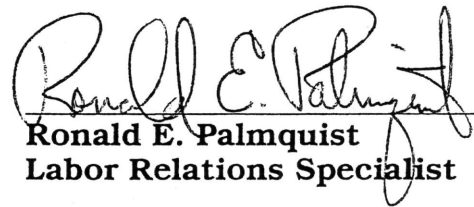
Karen Khalil
Honorable Chief Judge



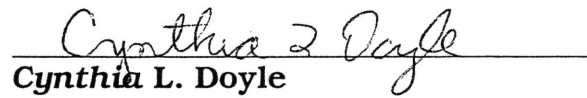
Judith A. Timpner
Court Administrator

FOR THE UNION:

{Michigan Association of
Public Employees/MAPE}

 12/19/05

Ronald E. Palmquist
Labor Relations Specialist



Cynthia L. Doyle
President

ATTACHMENT A – PAY SCALE

Probation Officers / Full Time / Part Time

<u>Effective Date</u>	<u>% of Increase</u>	<u>Start</u>	<u>1st Year</u>	<u>2nd Year</u>
4-1-2005	0%	18.242	18.982	20.473
4-1-2006	2%	18.607	19.362	20.882
4-1-2007	3%	19.165	19.943	21.508
4-1-2008	3%	19.74	20.541	22.153

A newly-hired employee may be inserted into the appropriate step of the above wage schedule, if qualified, and at the sole discretion of the Employer.

All Probation Officers either full or Part-time will earn the same hourly rate of pay in keeping with the current pay scale for full time Probation Officers.