



JULY 1, 2013 – JUNE 30, 2017  
AGREEMENT BETWEEN  
THE 43<sup>RD</sup> DISTRICT COURT  
AND  
MADISON HEIGHTS COURT CLERKS ASSOCIATION

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT	1
	PURPOSE AND INTENT	1
I	RECOGNITION - EMPLOYEES COVERED	2
II	UNION SECURITY	3, 4
III	UNION REPRESENTATION	5
IV	HEALTH INSURANCE	6, 7, 8, 9
V	WORKER'S COMPENSATION	9, 10
VI	FURLOUGH DAYS	10
VII	LONGEVITY PAY	11
VIII	VACATIONS	11, 12
IX	SICK LEAVE	12, 13, 14
X	DISABILITY INSURANCE	14, 15
XI	BEREAVEMENT	15, 16
XII	WORK WEEK	16
XIII	GRIEVANCE PROCEDURE	16, 17, 18, 19, 20
XIII(A)	DISCHARGE AND DISCIPLINARY ACTION	20, 21
XIV	SENIORITY	21, 22
XIV(A)	LAYOFF	23, 24
XIV(B)	RECALL	24
XV	MANAGEMENT RIGHTS	24, 25, 26
XVI	JOB POSTING AND FILLING OF VACANCIES	26, 27
XVII	OVERTIME	27
XVIII	HOLIDAYS	28, 29
XIX	PERSONAL LEAVE DAYS	29
XX	MATERNITY LEAVE OF ABSENCE	30, 31
XXI	COFFEE BREAKS AND MEAL PERIOD	31, 32
XXII	RETIREMENT	32, 33, 34
XXIII	MILEAGE	34
XXIV	TUITION REFUND	35
XXV	UNIFORM ALLOWANCE	35
XXVI	PERSONNEL FILES	35
XXVII	JURY DUTY	36
XXVIII	WAGES	36, 37
XXIX	SAVINGS CLAUSE	38
XXX	WAIVER OF DUTY TO BARGAIN	38
XXXI	LIFE INSURANCE	39
XXXII	GENERAL PROPOSAL	39
XXXIII	TERMINATION OF AGREEMENT	39, 40
ADDENDUMS	TENTATIVE AGREEMENTS, LETTERS OF UNDERSTANDING, ETC.	41

## **AGREEMENT**

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY OF JULY, 2014, BY AND BETWEEN THE 43RD DISTRICT COURT, MADISON HEIGHTS DIVISION (HEREINAFTER REFERRED TO AS THE EMPLOYER), AND THE CHIEF DEPUTY COURT CLERKS, DEPUTY COURT CLERKS, DEPUTY PROBATION CLERK, COURT OFFICER AND COURT RECORDER UNIT, MADISON HEIGHTS COURT CLERKS ASSOCIATION (HEREINAFTER REFERRED TO AS THE UNION).

## **PURPOSE AND INTENT**

THE GENERAL PURPOSE OF THIS AGREEMENT IS TO SET FORTH TERMS AND CONDITIONS OF EMPLOYMENT AND TO PROMOTE ORDERLY AND PEACEFUL RELATIONS BETWEEN AND IN THE MUTUAL INTEREST OF THE EMPLOYER, THE EMPLOYEES, AND THE UNION, PURSUANT TO PA 1965, NO.379 (MCLA SEC. 423.201 ET SEQ); AS AMENDED.

THE PARTIES SHALL NOT DISCRIMINATE ON ACCOUNT OF RACE, NATIONAL ORIGIN, RELIGION, SEX, AGE, MARITAL OR FAMILY STATUS, OR UNION AFFILIATION.

## ARTICLE I - RECOGNITION - EMPLOYEES COVERED

PURSUANT TO AND IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ACT 379 OF THE PUBLIC ACTS OF 1965, AS AMENDED, THE EMPLOYER HEREBY RECOGNIZES THE UNION AS THE EXCLUSIVE REPRESENTATIVE FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF WORK, AND OTHER CONDITIONS OF EMPLOYMENT FOR THE TERM OF THIS AGREEMENT FOR THE EMPLOYEES OF THE EMPLOYER INCLUDED IN THE BARGAINING UNIT DESCRIBED AS FOLLOWS:

ALL CHIEF DEPUTY COURT CLERKS, DEPUTY COURT CLERKS, DEPUTY PROBATION CLERKS, COURT OFFICERS, AND COURT RECORDERS EMPLOYED BY THE 43RD DISTRICT COURT, MADISON HEIGHTS DIVISION, BUT EXCLUDING THE COURT ADMINISTRATORS, AND ALL OTHER EMPLOYEES INCLUDING BUT NOT LIMITED TO THE DISTRICT JUDGE'S SECRETARY AND/OR LEGAL ASSISTANT.

NO EMPLOYEE WILL BE SUBJECT TO REPRISALS, COERCION OR DURESS BECAUSE SUCH EMPLOYEE HAS PARTICIPATED IN ANY LAWFUL UNION ACTIVITY, ACTED ON BEHALF OF THE UNION (I.E., AS AN OFFICER OR DESIGNATED REPRESENTATIVE), OR HAS DECLINED TO PARTICIPATE IN LAWFUL UNION ACTIVITIES.

1. THE SECRETARY TO THE JUDGE OF THE 43RD DISTRICT COURT MAY BE ASSIGNED AND MAY PERFORM DUTIES WHICH ARE NORMALLY ASSOCIATED WITH MEMBERS OF THE NONSUPERVISORY COURT EMPLOYEE'S UNION REPRESENTED BY THE MADISON HEIGHTS COURT CLERKS ASSOCIATION AS LONG AS THE JUDGE'S SECRETARY DOES NOT DISPLACE BARGAINING UNIT EMPLOYEES.

2. THE PERFORMANCE OF DUTIES ASSOCIATED WITH THE CLASSIFICATIONS REPRESENTED BY SAID UNION BY THE SECRETARY TO THE JUDGE SHALL NOT BE SUBJECT OF EITHER A GRIEVANCE NOR AN ARBITRATION PROCEEDING PROVIDED: THAT NO EMPLOYEE IN THE NONSUPERVISORY UNION IS DISPLACED OR CAUSES EROSION OF THE BARGAINING UNIT.

3. IT IS MUTUALLY AGREED AND UNDERSTOOD THAT IN THE PAST THE JUDGE'S SECRETARY HAS PERFORMED DUTIES AND RESPONSIBILITIES ASSOCIATED WITH THE SAME OR SIMILAR DUTIES PERFORMED BY MEMBERS OF THE NONSUPERVISORY BARGAINING UNIT AND BY ENTERING INTO THIS AGREEMENT THE UNION HEREBY WAIVES ITS RIGHT TO GRIEVE AGAINST THE PERFORMANCE OF THOSE DUTIES AND RESPONSIBILITIES IN THE PAST OR PRESENT BY THE JUDGE'S SECRETARY.



## ARTICLE II - UNION SECURITY

SECTION 1. ONLY FULL-TIME NON-PROBATIONARY EMPLOYEES WILL BE REPRESENTED BY THIS UNION THAT COMES WITHIN THE JURISDICTION OF THIS AGREEMENT. PART-TIME AND/OR TEMPORARY EMPLOYEES ARE EXCLUDED FROM THE BARGAINING UNIT. PART-TIME EMPLOYEES ARE DEFINED AS ALL EMPLOYEES WHO AVERAGE LESS THAN TWENTY-EIGHT (28) HOURS A WEEK OVER A FOUR (4) MONTH PERIOD. TEMPORARY EMPLOYEES ARE DEFINED AS INDIVIDUALS HIRED TO REPLACE AN EMPLOYEE WITH SENIORITY DURING A PERIOD OF TIME THAT THE SENIORITY EMPLOYEE IS UNAVAILABLE OR UNABLE TO DISCHARGE HIS/HER DUTIES AND STILL HAS SENIORITY RIGHTS UNDER ARTICLE XIV. IT IS NOT THE INTENTION OF THE EMPLOYER TO REPLACE FULL-TIME NON-PROBATIONARY EMPLOYEES WITH PART-TIME EMPLOYEES.

SECTION 2. THE UNION SHALL PROTECT AND HOLD HARMLESS THE EMPLOYER FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, AND OTHER FORMS OF LIABILITY BY REASON OF ACTIONS TAKEN BY THE EMPLOYER FOR THE PURPOSE OF COMPLYING WITH THIS ARTICLE.

SECTION 3. TO THE EXTENT THAT THE LAWS OF THE STATE OF MICHIGAN PERMIT, IT IS AGREED THAT:

- (A) EACH EMPLOYEE, WHO IS OR BECOMES A MEMBER OF THE UNION, OR A SERVICE FEE PAYER, MAY SIGN AN AUTHORIZED DUES/SERVICE FEE DEDUCTION CARD AND SHALL DO SO WITH THE UNDERSTANDING THAT THE DEDUCTIONS SHALL CONTINUE FOR THE LENGTH OF THE CONTRACT OR UNTIL SUCH TIME AS THE EMPLOYEE GIVES WRITTEN NOTICE TO THE EMPLOYER AND UNION REVOKING THE AUTHORIZATION.
- (B) THE UNION WILL PROTECT, SAVE HARMLESS AND INDEMNIFY THE EMPLOYER FROM ANY AND ALL CLAIMS, DEMANDS, SUITS AND OTHER FORMS OF LIABILITY BY REASON OF ACTION TAKEN BY THE EMPLOYER FOR THE PURPOSE OF COMPLYING WITH THIS ARTICLE OF THE AGREEMENT.
- (C) DEDUCTIONS, IF ANY, FOR ANY CALENDAR MONTH SHALL BE REMITTED TO THE UNION. IN THE EVENT THAT A REFUND IS DUE TO 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.
- (D) THE CITY SHALL NOT BE LIABLE FOR THE REMITTANCE OR PAYMENT OF ANY SUMS OTHER THAN THOSE CONSTITUTING ACTUAL DEDUCTIONS MADE. IF THE CITY FAILS TO MAKE A DEDUCTION FOR ANY EMPLOYEE AS PROVIDED, IT SHALL MAKE THAT DEDUCTION FROM THE EMPLOYEE'S NEXT PAY IN WHICH SUCH DEDUCTION IS NORMALLY DEDUCTED AFTER THE ERROR HAS BEEN

- CALLED TO ITS ATTENTION BY THE EMPLOYEE OR THE UNION.
- (E) IF THERE IS AN INCREASE OR DECREASE IN UNION PAYROLL DEDUCTIONS, SUCH CHARGES SHALL BECOME EFFECTIVE UPON PRESENTATION OF A SIGNED DEDUCTION STATEMENT.
  - (F) THE EMPLOYER AGREES TO DEDUCT THE UNION MEMBERSHIP DUES OR SERVICE FEES ONCE EACH MONTH FROM THE PAY OF THE EMPLOYEES WHO HAVE REQUESTED THAT SUCH DEDUCTIONS BE MADE.

### ARTICLE III - UNION REPRESENTATION

SECTION 1. THE EMPLOYER WILL RECOGNIZE A UNION STEWARD FOR THE PURPOSE OF REPRESENTING EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XIII, GRIEVANCE PROCEDURE, OF THIS AGREEMENT.

SECTION 2. THE EMPLOYEES SHALL BE REPRESENTED AT NEGOTIATIONS BY THE STEWARD AND AN ALTERNATE SHALL BE NAMED IN THE ABSENCE OF SAID STEWARD WITH THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT NOTIFIED IMMEDIATELY OF ANY DESIGNATED CHANGES IN REPRESENTATION. IT IS AGREED THAT NEGOTIATIONS MAY TAKE PLACE DURING WORK HOURS AND THE CHIEF STEWARD OR HIS/HER DESIGNATED ALTERNATE MAY BE EXCUSED FROM HIS/HER JOB WITHOUT LOSS OF PAY. SAID COMMITTEE SHALL BE AUTHORIZED BY THE UNION TO BARGAIN FOR THE INDIVIDUALS IN THE UNION AND SHALL BE ABLE TO EXECUTE AGREEMENTS BINDING ON THE MEMBERS OF THE UNION IN THEIR DEALINGS WITH EMPLOYER. THE UNION SHALL NEGOTIATE WITH SUCH REPRESENTATIVES OF EMPLOYER AS ARE DESIGNATED BY THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT.

## ARTICLE IV - HEALTH INSURANCE

### SECTION 1. HOSPITALIZATION INSURANCE

A) EFFECTIVE JANUARY 1, 2012 THE CITY SHALL ASSUME THE FULL COST OF COMMUNITY BLUE 4 HEALTH INSURANCE.

COMMUNITY BLUE 4 INCLUDES:

- \$500 (SINGLE) / \$1,000 (COUPLE/FAMILY) DEDUCTIBLE
- PREVENTATIVE CARE 100% WITH HEALTH CARE REFORM RIDER AND COINSURANCE AT 80% IN NETWORK WITH ANNUAL EMPLOYEE MAXIMUM OF \$1,500 (SINGLE) / \$3,000 (COUPLE/FAMILY)
- \$30 OFFICE VISIT
- \$150 EMERGENCY ROOM
- **\$30 URGENT CARE**
- CLOSED FORMULATORY RX \$5 (GENERIC) / \$40 (PREFERRED BRAND) / \$80 (NON-PREFERRED BRAND), MAIL ORDER PRESCRIPTION DRUG 90 DAY SUPPLY WITH 2 MONTH COPAY (MOPD2)
- COMMUNITY BLUE 4 HEALTH INSURANCE DEFINES FAMILY TO INCLUDE YOU AND/OR YOUR SPOUSE AND YOUR CHILDREN THROUGH THE END OF THE CALENDAR YEAR IN WHICH THEY REACH THEIR NINETEENTH (19) BIRTHDAY OR AGE 25 IF THE CHILD IS A FULL-TIME STUDENT.

B) EFFECTIVE JANUARY 1, 2012, ELIMINATE EXISTING BLUE CARE NETWORK AND FLEX BLUE II OPTIONS.

C) EFFECTIVE WITH PAYROLL CHECK DATED JULY 5, 2013, A 20% HEALTH CARE PREMIUM SHARING FOR ALL FULL-TIME EMPLOYEES IN ACCORDANCE WITH PUBLIC ACT (PA) 152 AND COUNCIL RESOLUTION PASSED AT THE REGULAR MEETING OF DECEMBER 17, 2012. SHOULD PA152 BE REPEALED, THE PARTIES WILL RENEGOTIATE THE IMPACT.

D) EFFECTIVE JULY 1, 2011, THE CITY RESERVES THE RIGHT TO SELF INSURE ALL MEDICAL PLANS AS OUTLINED IN THE COLLECTIVE BARGAINING AGREEMENT AT CITY'S SOLE DISCRETION.

E) EFFECTIVE JANUARY 1, 2012, ESTABLISH CAFETERIA PLAN SECTION 125 FOR QUALIFIED MEDICAL EXPENSES COMPLIANT WITH ALL IRS REGULATIONS FOR EMPLOYEES TO CONTRIBUTE MONEY ON A

PRE-TAX BASIS UP TO A LIMIT SET BY THE EMPLOYER IN COMPLIANCE WITH IRS REGULATIONS AND HEALTHCARE REFORM. NO CITY CONTRIBUTION.

EFFECTIVE JANUARY 1, 2015, THE CITY SHALL ESTABLISH A CAFETERIA PLAN SECTION 125 FLEXIBLE SPENDING ACCOUNT (FSA) FOR QUALIFIED MEDICAL EXPENSES COMPLIANT WITH ALL IRS REGULATIONS. EMPLOYEES MAY ELECT TO CONTRIBUTE INTO THE FSA ON A PRE-TAX BASIS UP TO A LIMIT SET BY THE EMPLOYER IN COMPLIANCE WITH IRS REGULATIONS AND HEALTH CARE REFORM. EMPLOYEES MUST ESTABLISH THEIR CONTRIBUTIONS EACH CALENDAR YEAR, AND THE AMOUNT MAY NOT BE ALTERED UNLESS THE EMPLOYEE EXPERIENCES A QUALIFYING EVENT AS DEFINED BY THE IRS. EFFECTIVE WITH CALENDAR YEAR 2015 THE CITY'S CONTRIBUTION INTO THE FSA SHALL BE \$125 ANNUALLY.

F) ACTIVE AND RETIREE BENEFITS - LANGUAGE FOR HEALTHCARE REFORM

- THE CITY SHALL COMPLY WITH ALL PROVISIONS OF HEALTH CARE REFORM AND AS SUCH HEALTH INSURANCE PLANS ARE SUBJECT TO CHANGE IN ORDER TO REMAIN IN COMPLIANCE WITH SAME AND AVOID PENALTIES AND SUBSIDIES.
- THE CITY RESERVES THE RIGHT TO MAINTAIN OR INSTITUTE COST CONTAINMENT MEASURES RELATIVE TO INSURANCE COVERAGE IN ORDER TO REMAIN IN COMPLIANCE WITH HEALTH CARE REFORM, AND THE EMPLOYER OR UNION MAY REOPEN THE CONTRACT TO ADDRESS HEALTH CARE REFORM ISSUES ONLY.

IN THE EVENT THAT TWO CITY EMPLOYEES ARE MARRIED TO EACH OTHER, THE HOSPITALIZATION INSURANCE SET FORTH ABOVE SHALL BE LIMITED AS FOLLOWS: EACH EMPLOYEE WILL RECEIVE FULLY PAID HEALTH CARE COVERAGE AS A SUBSCRIBER OR DEPENDENT, BUT NOT BOTH. EACH MAY MAINTAIN HIS/HER OWN INDIVIDUAL CONTRACT OR ONE-FAMILY CONTRACT WITH ONE EMPLOYEE AS THE SUBSCRIBER AND THE SPOUSE AS A DEPENDENT. SIMILARLY, ANY CHILDREN OR OTHER DEPENDENTS CAN BE MEMBERS OF ONE EMPLOYEE CONTRACT BUT SHALL NOT HAVE COVERAGE AS DEPENDENTS ON TWO EMPLOYEE CONTRACTS.

MEMBERS OF THE MADISON HEIGHTS CLERKS ASSOCIATION MAY, AT THEIR OPTION AND AT THEIR OWN EXPENSE, PROVIDE PROTECTION FOR OLDER DEPENDENTS, SUCH AS PARENTS, BLOOD RELATIVES, MEMBERS OF THEIR HOUSEHOLD, AND FOR CHILDREN OVER NINETEEN(19).

A COORDINATION OF BENEFITS PROGRAM WITH DISCLOSURE OF OTHER CARRIERS SHALL BE INSTITUTED. EACH EMPLOYEE SHALL WITHIN ONE

MONTH AFTER RATIFICATION OF THIS AGREEMENT PROVIDE THE CITY WITH HIS OR HER SPOUSE'S NAME, SOCIAL SECURITY NUMBER, EMPLOYER, AND THE NAME OF ANY HOSPITALIZATION PLAN, WHICH IS AVAILABLE TO THE SPOUSE AT PLACE OF EMPLOYMENT. THE CITY IN CONJUNCTION WITH BLUE CROSS/BLEU SHIELD WILL IMPLEMENT COORDINATION OF BENEFITS PURSUANT TO M.C.L.A. 550.251, et seq. AND THE RULES OF THE STATE INSURANCE COMMISSION BOTH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY STATED HEREIN.

## SECTION 2. DENTAL INSURANCE

THE CITY OF MADISON HEIGHTS SHALL PAY THE FULL COST OF THE CURRENT DELTA DENTAL PROGRAM, WHICH SHALL INCLUDE ORTHODONTICS \$1000.00 MAXIMUM LIFETIME BENEFIT. EFFECTIVE 7-1-2006, INCREASE DELTA DENTAL COVERAGE BY \$500. DENTAL INSURANCE MAY CONTINUE AT RETIREMENT WITH EMPLOYEE LIABLE FOR COST.

## SECTION 3. OPTICAL INSURANCE

THE CITY OF MADISON HEIGHTS SHALL PAY THE FULL COST OF THE CURRENT DAVIS VISION OPTICAL PROGRAM.

## SECTION 4. ALTERNATE INSURANCE PROGRAMS

THE COURT SHALL HAVE THE RIGHT TO CHANGE, CONSOLIDATE OR MODIFY THE INSURANCE BENEFIT PROGRAMS IN EFFECT ON OR AFTER JULY 1, 1980, PROVIDED, HOWEVER, THAT ANY CHANGE, CONSOLIDATION OR MODIFICATION SHALL PROVIDE SIMILAR OR GREATER BENEFITS ENJOYED BY THE EMPLOYEE DURING THE TERM OF THIS AGREEMENT.

## SECTION 5.

THE EMPLOYER SHALL ATTEMPT TO OBTAIN SUFFICIENT INFORMATION FROM THE APPROPRIATE FEDERAL AUTHORITIES WHICH WILL INFORM THE EMPLOYEES OF THE COURT AS TO THEIR RIGHTS AND BENEFITS UNDER THE TERMS OF COBRA. UPON OBTAINING SUCH INFORMATION THE COURT WILL DISTRIBUTE IT TO THE EMPLOYEES.

## SECTION 6. BUY BACK PROGRAM

EMPLOYEES MAY OPT OUT OF THE HEALTH INSURANCE PROGRAM OF THE EMPLOYER. ANY EMPLOYEE OPTING OUT SHALL BE PAID NO MORE THAN \$3,000.00 IN ANY FISCAL YEAR. PAYMENTS WILL BE MADE ANNUALLY TO THE EMPLOYEE. 30 DAYS WRITTEN NOTICE MUST BE GIVEN BY THE EMPLOYEE TO EITHER OPT OUT OR TO RE-ENTER THE EMPLOYER'S HEALTH INSURANCE PROGRAM. THIS RIGHT MAY ONLY BE EXERCISED ONCE BY THE EMPLOYEE WITHIN EACH FISCAL YEAR UNLESS THE EMPLOYER AGREES OTHERWISE, AND RE-ENROLLMENT SHALL ONLY BE ALLOWED DURING OPEN ENROLLMENT OR DUE TO A QUALIFYING EVENT AS DEFINED BY THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA). AT SEPARATION OF EMPLOYMENT FOR ANY REASON, THE OPT-OUT PAYMENT SHALL BE PRORATED AND ANY MONEY OWED SHALL BE PAID TO THE FUNDING UNIT.

## ARTICLE V - WORKER'S COMPENSATION

A) ACT OF THE STATE OF MICHIGAN SHALL APPLY IN ALL THE PROVISIONS OF THE WORKER'S DISABILITY COMPENSATION ACCIDENTS OR INJURIES TO EMPLOYEES IN THE COURSE OF EMPLOYMENT.

B) EACH FULL-TIME EMPLOYEE WHO IS UNABLE TO WORK AS A RESULT OF ANY INJURY OR ILLNESS ARISING OUT OF THE COURSE OF HIS EMPLOYMENT SHALL RECEIVE ONE-HUNDRED (100%) FOR ONE (1) WEEK WAITING PERIOD REQUIRED BY THE WORKER'S DISABILITY COMPENSATION ACT, WHICH SHALL NOT BE CHARGEABLE TO HIS SICK LEAVE; PROVIDED, HOWEVER, THAT WHENEVER AN EMPLOYEE RECEIVES WORKER'S DISABILITY COMPENSATION FOR THE FIRST WEEK OF INJURY, HE/SHE SHALL PAY OVER EQUAL COMPENSATION TO THE CONTROL UNIT, WHICH IS PRESENTLY THE CITY OF MADISON HEIGHTS.

C) WHEN WORKER'S DISABILITY COMPENSATION BENEFITS BECOME EFFECTIVE, THE EMPLOYEE MAY SUPPLEMENT SUCH BENEFITS WITH ACCRUED SICK LEAVE ALLOWANCE OR VACATION, IN THAT ORDER, UP TO THE DOLLAR AMOUNT OF REGULAR COMPENSATION RECEIVED FOR A THIRTY-SEVEN AND ONE-HALF (37 1/2) HOUR WORK WEEK WHERE THERE ARE CREDITS IN THE SICK LEAVE OR VACATION ACCOUNT. SICK LEAVE MAY BE USED IN AMOUNTS OF LESS THAN HALF-DAY SUPPLEMENT UP TO THIRTY-SEVEN AND ONE-HALF (37 1/2) HOURS PER WEEK.

D) WHEN SICK LEAVE ALLOWANCE OR VACATION IS EXHAUSTED, FURTHER PAYMENTS SHALL THEN BE LIMITED TO THE AMOUNT PROVIDED UNDER THE

PROVISION OF THE WORKER'S DISABILITY COMPENSATION ACT.

E) AN EMPLOYEE WILL NOT SUFFER LOSS OF PAY FOR THE TIME SPENT FOR DOCTOR VISITS AS A RESULT OF JOB RELATED INJURY OR ILLNESS. SUCH VISITS WILL ONLY BE ALLOWED AFTER APPROVAL BY THE EMPLOYER, UNLESS SCHEDULED ON THE EMPLOYEE'S TIME.

F) ANY EMPLOYEE WHO HAS SUSTAINED A JOB RELATED INJURY AND HAS EXHAUSTED HIS/HER EARNED LEAVE TIME, SHALL ACCRUE ALL FRINGE BENEFITS (INCLUDING SICK AND VACATION DAYS) NOT TO EXCEED THREE (3) MONTHS FROM DATE OF INJURY OR ILLNESS, OR AFTER HAVING EXHAUSTED SICK AND VACATION BENEFITS WHICHEVER IS LATEST; PROVIDED, HOWEVER THAT THE CITY SHALL CONTINUE TO PAY HOSPITALIZATION INSURANCE PREMIUMS THROUGH THE SIXTH MONTH FOLLOWING THE INJURY.

G) AN EMPLOYEE INJURED ON OTHER GAINFUL EMPLOYMENT OUTSIDE OF COURT EMPLOYMENT SHALL NOT BE ELIGIBLE FOR WORKER'S DISABILITY COMPENSATION BENEFITS FROM THE CITY.

#### **ARTICLE VI - FURLOUGH DAYS**

ALL BARGAINING UNIT MEMBERS SHALL TAKE, IN EACH FISCAL YEAR, 10 DAYS (75.0 HOURS) WITHOUT PAY, KNOWN AS FURLOUGH DAYS. THE USE AND TIME OF THESE DAYS OFF SHALL BE DETERMINED BY THE COURT, IN ITS SOLE DISCRETION, SO AS NOT TO IMPACT THE OPERATION OF THE COURT. THE 37.5 HOURS ANNUAL FURLOUGH TIME MAY BE TAKEN BY AN EMPLOYEE IN INCREMENTS OF NOT LESS THAN 1 HOUR. USE OF FURLOUGH TIME WILL BE REVIEWED MONTHLY BY THE COURT. IF THE COURT FEELS THAT AN EMPLOYEE HAS NOT USED AT LEAST 7.5 HOURS IN ONE MONTH, THAT EMPLOYEE MAY BE ORDERED TO TAKE ONE FULL DAY 7.5 HOURS IN THE NEXT MONTH. EACH EMPLOYEE MAY TAKE NO MORE THAN 7.5 HOURS FURLOUGH TIME IN EACH CALENDAR WEEK. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE USE OF UNPAID FURLOUGH DAYS SHALL NOT BE USED AGAINST AN EMPLOYEE FOR THE REQUIREMENT OF 18 PAID WORK DAYS IN A MONTH FOR BENEFITS, I.E. HEALTH INSURANCE.

EFFECTIVE JULY 1, 2011 FURLOUGH DAYS REDUCED TO FIVE (5) DAYS / (37.5 HOURS)

EFFECTIVE JULY 1, 2015 ALL UNPAID FURLOUGH DAYS SHALL BE ELIMINATED.



## ARTICLE VII - LONGEVITY PAY

ALL FULL-TIME EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT, WHETHER ON A PER ANNUM OR PER HOUR COMPENSATION BASIS, WHO HAVE COMPLETED FIVE (5) OR MORE YEARS OF SERVICE ON A FULL-TIME BASIS, SHALL BE PAID LONGEVITY PAY ACCORDING TO THE FOLLOWING SCHEDULE:

EMPLOYEES HIRED PRIOR TO JULY 1, 1997 SHALL EARN LONGEVITY AS FOLLOWS:

5 YEARS	BUT LESS THAN 10 YEARS	2% BASE SALARY
10 YEARS	BUT LESS THAN 15 YEARS	4% BASE SALARY
15 YEARS	BUT LESS THAN 20 YEARS	6% BASE SALARY
20 YEARS	AND OVER	8% BASE SALARY

EMPLOYEES HIRED AFTER JULY 1, 1997 SHALL NOT EARN LONGEVITY OR BE ELIGIBLE FOR ANY LONGEVITY PAYMENT. LONGEVITY TO BE ACCRUED ON THE ANNIVERSARY DATE OF EMPLOYEE'S DATE OF HIRE AS DETERMINED BY CITY RECORDS AND TO BE PAID WITHIN TWO WEEKS THEREAFTER. UPON RETIREMENT WITH A CITY PENSION, LONGEVITY PAY SHALL BE PAID, PRO-RATED FROM THE EMPLOYEE'S LAST EMPLOYMENT ANNIVERSARY DATE TO THE DATE OF RETIREMENT, BASED UPON CITY PENSION RECORDS. IN THE EVENT OF DEATH OF ANY EMPLOYEE, LONGEVITY PAY EARNED BY THAT EMPLOYEE WILL BE PAID TO THE BENEFICIARY.

## ARTICLE VIII - VACATIONS

ALL FULL-TIME EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT SHALL BE GRANTED A VACATION WITHOUT LOSS OF PAY TO BE ACCRUED ON THE EMPLOYEE'S ANNIVERSARY DATE OF HIRE. PROBATIONARY EMPLOYEES SHALL EARN NO VACATION PRIVILEGES; HOWEVER, AT THE COMPLETION OF THEIR PROBATIONARY PERIOD, EMPLOYEES WILL RECEIVE EARNED VACATION TIME RETROACTIVE TO THE FIRST DAY OF HIRE. ALL FULL-TIME EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT WILL RECEIVE VACATION LEAVE WITHOUT LOSS OF PAY AS FOLLOWS:

1	-	4 YEARS	10 DAYS
5	-	9 YEARS	15 DAYS

10 - 14 YEARS 20 DAYS

15 YEARS AND OVER 25 DAYS

VACATIONS MAY BE ACCUMULATED NOT TO EXCEED THE EQUIVALENT OF ONE (1) YEAR AND IF ACCUMULATED AND CARRIED OVER, SAID VACATION MUST BE USED THE FOLLOWING YEAR OR IT WILL BE LOST INCLUDING THE MONEY ATTRIBUTABLE THERETO UNLESS THE COURT REFUSES TO GRANT THE EMPLOYEE ADEQUATE TIME OFF. THE TIME OFF MUST BE TAKEN WITH THE EMPLOYER'S PRIOR APPROVAL. THE EMPLOYEE MUST MAKE A REASONABLE EFFORT TO TAKE THE TIME OFF. THE TIME WHEN EMPLOYEES' VACATIONS MAY BE TAKEN SHALL BE DETERMINED BY THE PRESIDING JUDGE, WHO SHALL BE GOVERNED BY THE EMPLOYEE'S SENIORITY AND THE OPERATIONAL NEEDS OF THE EMPLOYER.

UPON SEPARATION OF ANY EMPLOYEE FROM EMPLOYER, EITHER BY RESIGNATION, LAYOFF, OR ANY OTHER MEANS, SUCH EMPLOYEES SHALL BE PAID ACCRUED VACATION TIME UP TO AND INCLUDING THE DATE OF SEPARATION. IN THE EVENT OF DEATH OF THE EMPLOYEE, HIS OR HER SURVIVOR(S) SHALL BE PAID ALL VACATION TIME DUE SUCH EMPLOYEE.

ANY EMPLOYEE, WHO SEPARATES HIMSELF THROUGH UNEXCUSED ABSENCE WITHOUT LEAVE, SHALL SURRENDER ALL RIGHTS TO A VACATION.

FOR PURPOSES OF VACATION TIME COMPUTATION, EACH EMPLOYEE SHALL BE REQUIRED TO HAVE A MINIMUM OF EIGHTEEN PAYROLL DAYS TO MAKE UP ONE SERVICE MONTH.

THE VACATION BANK MAY ALSO BE USED FOR PURPOSES OF LEAVING WITH PAY PRIOR TO A SCHEDULED RETIREMENT DATE OR IT MAY BE USED IN THE EVENT AN EMPLOYEE IS DISABLED AND DOES NOT HAVE THE NECESSARY 48 SICK LEAVE DAYS IN HIS/HER SICK LEAVE BANK PRIOR TO BECOMING ELIGIBLE FOR LONG-TERM DISABILITY INSURANCE IN ACCORDANCE WITH THE DISTRICT CONTROL UNIT'S PAST PRACTICE.

#### **ARTICLE IX - SICK LEAVE**

SECTION I. ALL FULL-TIME EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO SICK LEAVE WITH FULL PAY FOR ONE (1) NORMAL SERVICE DAY AT STRAIGHT TIME FOR EACH PERIOD OF SERVICE EQUAL TO THE EMPLOYER'S SERVICE MONTH; PROVIDED HOWEVER, THAT NO EMPLOYEE SHALL BE ENTITLED TO SICK LEAVE UNTIL COMPLETION OF THREE (3) MONTHS EMPLOYMENT. UPON COMPLETION OF THREE (3) MONTHS EMPLOYMENT, THE EMPLOYEE SHALL BE CREDITED WITH THREE (3) SICK DAYS.

SICK LEAVE SHALL ACCRUE MONTHLY AND SHALL BE COMPUTED ON THE BASIS OF NOT LESS THAN EIGHTEEN (18) NORMAL SERVICE DAYS PER MONTH. SUCH TIME SHALL FIRST BE COMPUTED FROM THE DATE OF APPOINTMENT AND THEREAFTER FROM THE BEGINNING OF EACH FISCAL YEAR. SUCH LEAVE SHALL ACCRUE IN TERMS OF FULL DAYS ONLY, AND SHALL NOT EXCEED TWELVE (12) DAYS IN ONE (1) YEAR.

## SECTION 2.

A) SICKNESS IS DEFINED AS THAT PERIOD IN WHICH THE EMPLOYEE IS UNABLE TO PERFORM ASSIGNED DUTIES AS A RESULT OF MEDICAL REASONS, OR BECAUSE THE EMPLOYEE'S PRESENCE IN THE OFFICE WOULD JEOPARDIZE THE HEALTH OF THE EMPLOYEE'S CO-WORKERS AND OTHER PERSONS, SICKNESS INCLUDES ILLNESS; INJURY; PREGNANCY/MATERNITY; APPOINTMENTS WITH LICENSED OSTEOPATHS, MEDICAL DOCTORS, CHIROPRACTORS, AND DENTISTS AND SERIOUS SICKNESS OR INJURY IN THE IMMEDIATE FAMILY.

(B) ONE (1) DAY SICK LEAVE MAY BE ALLOWED IN THE EVENT OF SERIOUS ILLNESS OF THE HUSBAND OR WIFE OF THE EMPLOYEE, OR SERIOUS ILLNESS OF A CHILD OF THE EMPLOYEE, WHEN NECESSARY TO ARRANGE FOR ADDITIONAL HELP AT HOME OR TRANSPORTATION TO A HOSPITAL OR A DOCTOR. PROLONGED ILLNESS OF A FAMILY MEMBER SHALL NOT BE A CAUSE FOR THE USE OF SICK LEAVE, UNLESS PREVIOUSLY APPROVED BY EMPLOYER.

C) AN EMPLOYEE WHO FINDS IT NECESSARY TO BE ABSENT FROM WORK MUST NOTIFY THE EMPLOYER AS EARLY AS POSSIBLE BEFORE THE ABSENCE. IF ADVANCE NOTICE IS NOT POSSIBLE, THE EMPLOYEE SHALL GIVE NOTICE WITHIN FIFTEEN MINUTES OF THE STARTING SHIFT OR AT LEAST TO THE EMPLOYER WITHIN THE NEXT TWO (2) HOURS AFTER THE STARTING TIME, IF NO EARLIER NOTICE IS POSSIBLE.

IN ALL CASES OF ILLNESS BEYOND THREE (3) CONSECUTIVE WORK DAYS, THE EMPLOYEE SHALL FURNISH A STATEMENT BY THE ATTENDING PHYSICIAN EVIDENCING THE INABILITY OF THE EMPLOYEE TO WORK.

EVIDENCE OF ILLNESS MUST BE PROVIDED BY MEDICAL CERTIFICATE OR OTHER PROOF FOR ALL SICK LEAVE GRANTED BEYOND THREE (3) CONSECUTIVE DAYS; PROVIDED, HOWEVER, THAT THE GRANTING OF SICK LEAVE OF LESS THAN THREE (3) DAYS SHALL BE SUBJECT TO SUCH VERIFICATION AS THE EMPLOYER MAY SEE FIT TO REQUIRE.

SICK LEAVE MAY BE ALLOWED IN CASES OF SICKNESS OR INJURY OCCURRING DURING THE VACATION PERIOD, UPON PRESENTATION OF MEDICAL EVIDENCE BY THE EMPLOYEE.

D) NO SICK LEAVE SHALL BE CHARGED IN AN AMOUNT LESS THAN 1/4 HOUR (.25) FOR ANY ONE (1) ABSENCE.

SICK LEAVE MAY BE ACCUMULATED UP TO A TOTAL OF FORTY EIGHT (48) DAYS.

UPON THE EMPLOYEE'S RETIREMENT WITH A CITY PENSION, ONE-HALF OF THE EMPLOYEE'S ACCUMULATED SICK TIME WILL BE PAID TO THE EMPLOYEE. IN THE EVENT OF THE DEATH OF AN EMPLOYEE, ONE-HALF OF THE EARNED SICK TIME WILL BE PAID TO THE EMPLOYEE'S BENEFICIARY. RECOGNIZED HOLIDAYS FALLING WITHIN A PERIOD OF SICK LEAVE SHALL NOT BE COUNTED AS SICK DAYS.

EFFECTIVE JULY 1, 2014, ONLY EMPLOYEES WITH A MINIMUM OF FIFTEEN (15) YEARS OF SERVICE, OR FULL PENSION (DEFINED AS FIFTY (50) YEARS OF AGE WITH MINIMUM TWENTY-FIVE (25) YEARS OF SERVICE, FIFTY-FIVE (55) YEARS OF AGE WITH MINIMUM FIFTEEN (15) YEARS OF SERVICE, OR SIXTY (60) YEARS OF AGE WITH MINIMUM OF TEN (10) YEARS OF SERVICE), OR EMPLOYEES WHO HAVE BEEN LAID OFF IN ACCORDANCE WITH ARTICLE XIVA, SHALL BE ELIGIBLE FOR PAYOUT OF ONE-HALF (1/2) OF THE EMPLOYEE'S ACCUMULATED SICK LEAVE AT SEPARATION. IN THE EVENT OF DEATH OF AN EMPLOYEE AFTER FIFTEEN (15) YEARS OF SERVICE OR FULL PENSION AS DEFINED ABOVE, ONE-HALF (1/2) OF THE ACCRUED SICK LEAVE SHALL BE PAID TO THAT EMPLOYEE'S BENEFICIARY.

#### **ARTICLE X - DISABILITY INSURANCE**

SECTION 1. A "SHORT TERM AND LONG TERM" HEALTH AND ACCIDENT WAGE INSURANCE POLICY SHALL BE PURCHASED THROUGH THE CONTROL UNIT, WHICH IS PRESENTLY THE CITY OF MADISON HEIGHTS; SAID POLICY SHALL PAY SIXTY PERCENT (60%) OF THE EMPLOYEE'S WEEKLY WAGE AFTER A SIXTY (60) CALENDAR DAY WAITING PERIOD AND SAID PAYMENTS SHALL CONTINUE UNTIL THE AGE OF SEVENTY (70) PROVIDED THE EMPLOYEE CONTINUES TO BE QUALIFIED, OR UNTIL THE EMPLOYEE IS ELIGIBLE FOR PENSION BENEFITS, OR UNTIL THE EMPLOYEE OBTAINS EMPLOYMENT REASONABLY EQUAL TO HIS EMPLOYMENT WITH EMPLOYER.

THE CITY SHALL PAY THE HOSPITALIZATION INSURANCE PREMIUM FOR A PERIOD NOT TO EXCEED THREE MONTHS FROM THE DATE OF THE EMPLOYEE'S MEDICAL DISABILITY.

ANY BENEFITS FROM SOCIAL SECURITY WORKER'S COMPENSATION OR OTHER SIMILAR SOURCES, SHALL BE DEDUCTED FROM THE WAGE INSURANCE BENEFITS SO THAT AN EMPLOYEE WILL RECEIVE A TOTAL OF NO MORE

THAN SIXTY PERCENT (60%) OF HIS REGULAR WEEKLY GROSS WAGE, THIS WAGE INSURANCE POLICY SHALL BE PAID FOR TOTALLY BY THE CITY.

SECTION 2. THE EMPLOYEE SHALL CONTINUE TO RECEIVE THE MAXIMUM OF TWELVE (12) EARNED SICK DAYS PER YEAR. ALL SICK DAYS ACCUMULATED DURING THE CONTRACT YEAR IN EXCESS OF FORTY-EIGHT (48) DAYS SHALL BE "BOUGHT BACK" BY THE CITY AT FIFTY PERCENT (50% OF THE EMPLOYEE'S WAGE RATE DURING THE YEAR THE SICK TIME IS EARNED. THAT IS, IF A PERSON HAD ACCUMULATED FORTY-EIGHT (48) DAYS BY JULY 1, 1985, AND ACCUMULATES ANOTHER TWELVE (12) DAYS BUT DOES NOT USE ANY OF THOSE SICK DAYS DURING THE CONTRACT YEAR, THE CITY SHALL BUY BACK ALL TWELVE (12) DAYS AT FIFTY PERCENT (50%) OF THE EMPLOYEE'S WAGE RATE. IF, FOR EXAMPLE, AN EMPLOYEE ON JULY 1ST, 1985, HAD ACCUMULATED FORTY (40) DAYS OF SICK LEAVE AND EARNS TWELVE (12) DAYS DURING THE YEAR, BUT DOES NOT USE ANY FOR SICK LEAVE, THEY WILL HAVE ACCUMULATED AN EXCESS OF FOUR (4) SICK DAYS. SAID FOUR (4) DAYS SHALL BE BOUGHT BACK BY THE CITY AT FIFTY PERCENT (50%) OF THE EMPLOYEE'S WAGE RATE. PAYMENTS SHALL BE MADE BETWEEN JULY 15TH AND JULY 30TH FOLLOWING THE END OF EACH FISCAL YEAR.

THE FIFTY PERCENT (50%) "BUY-BACK" RATE IS FIFTY PERCENT (50%) OF THE EMPLOYEE'S DAILY GROSS WAGE, EXCLUDING ALL DIFFERENTIALS, PREMIUMS, AND LONGEVITY ADJUSTMENT IN EFFECT ON THE LAST DAY OF THE FISCAL YEAR. THE "BUY BACK" OF SICK TIME AS OUTLINED IN ARTICLE IX ABOVE SHALL BE SEPARATE AND DISTINCT FROM THE EMPLOYEE'S SHORT TERM AND LONG TERM HEALTH AND ACCIDENT WAGE INSURANCE POLICIES, AND FURTHER, THE NUMBER OF ACCUMULATED SICK DAYS SHALL IN NO WAY AFFECT THE INSURANCE POLICIES.

#### **ARTICLE XI - BEREAVEMENT**

A) ALL EMPLOYEES SHALL BE GRANTED A BEREAVEMENT LEAVE OF THREE DAYS WITHOUT DEDUCTION OF PAY FOR ATTENDANCE AT A FUNERAL OF THE EMPLOYEE'S SPOUSE, MOTHER, FATHER, SISTER, BROTHER, CHILDREN (INCLUDES STEP-CHILDREN) GRANDPARENTS, MOTHER-IN-LAW, FATHER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPMOTHER, STEPFATHER, SON-IN-LAW, DAUGHTER-IN-LAW, AND GRANDCHILDREN.

B) IF THE FUNERAL IS 250 MILES OR IN EXCESS THEREOF FROM THE DIVISION OF THE COURT WHERE THE EMPLOYEE WORKS, ONE ADDITIONAL BEREAVEMENT DAY WILL BE GRANTED, NON-CHARGEABLE, PLUS THE EMPLOYEE MAY TAKE ONE ADDITIONAL BEREAVEMENT DAY WHICH SHALL BE DEDUCTED FROM HIS ACCUMULATED SICK LEAVE OR VACATION DAYS.

C) IN THE EVENT OF THE DEATH OF AUNTS AND UNCLES EMPLOYEES MAY

BE GRANTED ABSENCE NOT TO EXCEED ONE (1) DAY TO ATTEND THE FUNERAL OR MAKE ARRANGEMENTS AND SUCH ABSENCE SHALL NOT BE CHARGED TO THE EMPLOYEE OR RESULT IN ANY LOSS OF PAY. HOWEVER, THE EMPLOYEE MAY BE GRANTED UP TO THREE (3) DAYS IN THE EVENT OF THE DEATH OF AUNTS, UNCLES AND RELATIVES LIVING IN THE SAME HOUSEHOLD REGARDLESS OF RELATIONSHIP AND SUCH TIME SHALL BE CHARGED TO ACCUMULATED SICK LEAVE OR VACATION DAYS.

D) MEMBERS SHALL BE ENTITLED TO ONE DAY OFF WITH PAY IN THE EVENT OF THE DEATH OF A NIECE OR NEPHEW WHERE THEIR ATTENDANCE IS REQUIRED AT THE FUNERAL AND THEY DO IN FACT ATTEND THE FUNERAL.

E) THE "NON-CHARGEABLE" BEREAVEMENT LEAVE PROVISION SHALL NOT BE CONSTRUED AS ADDITIONAL LEAVE TIME AND SHALL BE USED ONLY FOR ATTENDANCE AT FUNERALS AS DEFINED IN PARAGRAPH A) ABOVE. ATTENDANCE AT A FUNERAL ON SATURDAY, SUNDAY OR HOLIDAYS CANNOT BE CHARGED TO NON-CHARGEABLE BEREAVEMENT LEAVE, ACCUMULATED SICK LEAVE OR ACCUMULATED VACATION TIME IN THE FORM OF ADDITIONAL LEAVE DAYS.

#### **ARTICLE XII - WORK WEEK**

THE NORMAL PAYROLL PERIOD SHALL CONSIST OF TWO (2) CONSECUTIVE CALENDAR WEEKS BEGINNING AT 12:01 A.M. ON A DESIGNATED MONDAY THROUGH 12:00 P.M. ON THE SECOND SUNDAY THEREAFTER.

AN EMPLOYEE'S WORK WEEK SHALL CONSIST OF FIVE (5) CONSECUTIVE SCHEDULED WORK DAYS. THE WORK WEEK FOR ANY EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT SHALL BE THIRTY-SEVEN AND ONE-HALF (37 1/2) HOURS PER WEEK, AS SCHEDULED BY THE EMPLOYER.

EFFECTIVE JULY 16, 2014 INSTITUTE MANDATORY DIRECT DEPOSIT FOR ANY AND ALL PAYROLL CHECKS FROM THE CITY INCLUDING SPECIAL PAYS (LONGEVITY, OPT-OUTS, ETC.).

#### **ARTICLE XIII - GRIEVANCE PROCEDURE**

SECTION 1. "GRIEVANCE" AS USED IN THIS AGREEMENT IS DEFINED AS A DISPUTE OR COMPLAINT WHICH INVOLVES THE INTERPRETATION OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT FILED BY THE EMPLOYEE OR UNION. OTHER DISPUTES OR COMPLAINTS NOT INVOLVING

THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT ARE NOT SUBJECT TO THIS PROCEDURE.

SECTION 2. ALL GRIEVANCES ARISING UNDER AND DURING THE TERM OF THIS AGREEMENT SHALL BE SETTLED IN ACCORDANCE WITH THE PROCEDURE HEREIN PROVIDED, AND THERE SHALL AT NO TIME BE ANY STRIKE, TIE-UP OF EQUIPMENT, SLOW-DOWN, WALKOUT, OR ANY OTHER CESSATION OF WORK BY THE UNION OR THE MEMBERS THEREOF AND THE EMPLOYER SHALL NOT USE ANY METHOD OF LOCK-OUT OR LEGAL PROCEDURES TO PREVENT THE EMPLOYEES FROM PERFORMING DUTIES, EXCEPT AS SPECIFICALLY AGREED TO IN OTHER SECTIONS OF THE AGREEMENT. EVERY EFFORT SHALL BE MADE TO ADJUST CONTROVERSIES AND DISAGREEMENTS IN AN AMICABLE MANNER BETWEEN THE EMPLOYER AND THE UNION. THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER SHALL BE ALLOWED REASONABLE TIME OFF DURING WORKING HOURS DURING THE NORMAL WORK WEEK WITH REGULAR PAY AT STRAIGHT TIME TO INVESTIGATE A GRIEVANCE. THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER SHALL BE ALLOWED REASONABLE TIME OFF DURING WORKING HOURS DURING THE NORMAL WORK WEEK WITH REGULAR PAY AT STRAIGHT TIME TO CARRY OUT THE STEPS OF THE GRIEVANCE PROCEDURE AS STATED BELOW.

BEFORE LEAVING HIS/HER PLACE OF WORK OR ASSIGNED DUTIES, THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER MUST RECEIVE PERMISSION TO DO SO FROM THE COURT ADMINISTRATOR WHICH PERMISSION SHALL BE GRANTED AS SOON AS IT IS PRACTICABLE IN THE EMPLOYER'S JUDGMENT, AND CONSISTENT WITH THE EMPLOYER'S NEEDS IN MAINTAINING ITS OPERATIONAL EFFICIENCY. THE REPRESENTATIVE SHALL REPORT TO THE COURT ADMINISTRATOR UPON HIS/HER COMPLETION OF THE INVESTIGATION.

A DISCHARGED OR SUSPENDED EMPLOYEE SHALL BE PERMITTED AN OPPORTUNITY TO CONFER WITH THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER REGARDING HIS/HER DISCHARGE OR SUSPENSION, BEFORE BEING REQUIRED TO LEAVE THE PROPERTY OF THE EMPLOYER, AT A LOCATION ON THE PREMISES DESIGNATED BY THE EMPLOYER, HOWEVER, THE EMPLOYER RETAINS THE EXCLUSIVE RIGHT TO DEMAND A WAIVER OF THIS CONFERENCE, IF THE EMPLOYER, IN THE SOLE EXERCISE OF ITS DISCRETION, BELIEVES THAT THE EMPLOYEE'S CONDITION IS SUCH THAT IT MAY ENDANGER THE EMPLOYEE'S LIFE, SAFETY OR WELL-BEING OR THE LIFE, SAFETY OR WELL-BEING OF HIS/HER FELLOW EMPLOYEES OR EMPLOYER, OR THAT IT MAY ADVERSELY AFFECT THE EMPLOYER'S OPERATIONAL EFFICIENCY. UNDER NO CIRCUMSTANCES, SHALL THE EMPLOYEE BE PERMITTED A PERIOD OF MORE THAN THIRTY (30) MINUTES FOR SAID CONFERENCE ON COURT PREMISES.



AN EMPLOYEE WITH A DISPUTE OR COMPLAINT NOT INVOLVING DISCHARGE OR SUSPENSION, SHALL BE GIVEN AN OPPORTUNITY TO CONFER WITH THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER REGARDING HIS/HER COMPLAINT OR DISPUTE, AS SOON AS IT IS PRACTICABLE IN THE EMPLOYER'S JUDGMENT, CONSISTENT WITH THE EMPLOYER'S NEEDS IN MAINTAINING ITS OPERATIONAL EFFICIENCY, AND AT A LOCATION ON THE PREMISES DESIGNATED BY THE EMPLOYER. UNDER NO CIRCUMSTANCES, SHALL THE EMPLOYEE BE PERMITTED MORE THAN FIFTEEN (15) MINUTES FOR SAID CONFERENCE ON COURT PREMISES.

SECTION 3. THE EMPLOYER RECOGNIZES THE RIGHT OF THE UNION TO SELECT OR DESIGNATE A GRIEVANCE COMMITTEE TO ASSIST THEIR EMPLOYEES IN PRESENTING ANY GRIEVANCE THEY HAVE TO REPRESENTATIVES OF MANAGEMENT. THE COMMITTEE SHALL CONSIST OF ONE (1) EMPLOYEE FROM THE UNIT. THE NAME OF THE MEMBER OF THE GRIEVANCE COMMITTEE SHALL BE GIVEN TO THE EMPLOYER IN WRITING BEFORE HIS/HER ASSUMPTION OF DUTIES.

SECTION 4. THE STEPS OF THE GRIEVANCE PROCEDURE ARE AS FOLLOWS:

STEP ONE: VERBAL

WITHIN FIVE (5) WORKING DAYS OF THE OCCURRENCE OF THE ACT OR CONDITION GIVING RISE TO THE DISPUTE OR COMPLAINT, EMPLOYEES WITH A DISPUTE OR COMPLAINT MAY, WITH THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER, CONFER WITH THE COURT ADMINISTRATOR FOR THE PURPOSE OF SATISFACTORILY ADJUSTING THE CONTROVERSY, IF THE DISPUTE OR COMPLAINT IS NOT BROUGHT TO THE COURT ADMINISTRATOR'S ATTENTION WITHIN THE ABOVE SPECIFIED FIVE (5) WORKING DAYS, THE EMPLOYER NEED NOT CONSIDER SUCH DISPUTE OR COMPLAINT UNDER THIS ARTICLE. WITHIN THREE (3) DAYS AFTER THE STEP ONE CONFERENCE, THE COURT ADMINISTRATOR SHALL GIVE AN ANSWER TO THE EMPLOYEE AND THE LOCAL OFFICE GRIEVANCE COMMITTEE MEMBER.

IN THE EVENT THAT THE COURT ADMINISTRATOR IS UNAVAILABLE FOR PURPOSES OF DISCHARGING HIS/HER DUTIES HEREIN, THEN THE PRESIDING JUDGE FOR THE 43RD DISTRICT COURT, MAY ACT IN HIS/HER PLACE AND STEAD IN ACCORDANCE WITH THE PROVISIONS HEREIN.

STEP TWO: WRITTEN

IF THE GRIEVANCE IS NOT SETTLED SATISFACTORILY IN STEP ONE, THE UNION MAY, WITHIN THIRTEEN (13) WORKING DAYS OF THE OCCURRENCE OF THE ACT OR CONDITION GIVING RISE TO THE DISPUTE OR COMPLAINT, REDUCE THE GRIEVANCE TO WRITING, STATING THE NATURE OF THE GRIEVANCE AND THE RELIEF REQUESTED, AND SERVE A COPY ON THE



CHIEF JUDGE OR THE 43RD DISTRICT COURT. WITHIN FIVE (5) WORKING DAYS OF THE RECEIPT OF SAID NOTICE, A CONFERENCE SHALL BE HELD WITH THE AGGRIEVED EMPLOYEE, HIS/HER UNION REPRESENTATIVE AND THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT AND PRESIDING JUDGE OF THE MADISON HEIGHTS DIVISION. WITHIN FIVE (5) WORKING DAYS OF SAID CONFERENCE, THE CHIEF JUDGE SHALL SERVE ON THE AGGRIEVED EMPLOYEE AND/OR HIS/HER UNION REPRESENTATIVE A RESPONSE TO SAID GRIEVANCE, SETTING FORTH THE RELIEF OFFERED, IF ANY.

IF THE GRIEVANCE IS NOT REDUCED TO WRITING AND SUBMITTED TO THE CHIEF JUDGE WITHIN THIRTEEN (13) WORKING DAYS OF THE OCCURRENCE OF THE ACT OR CONDITION GIVING RISE TO THE DISPUTE OR COMPLAINT, THE EMPLOYER NEED NOT CONSIDER SUCH DISPUTE OR COMPLAINT UNDER THIS ARTICLE ANY FURTHER.

#### STEP THREE: ARBITRATION

IF THE GRIEVANCE IS NOT SATISFACTORILY SETTLED OR IF THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT FAILS TO MEET THE ABOVE DEADLINES SET FORTH IN STEP TWO, THE UNION MAY WITHIN FIFTEEN (15) WORKING DAYS OF THE CHIEF JUDGE'S RESPONSE, FURNISH THE CHIEF JUDGE WITH WRITTEN NOTICE THAT THE UNION DESIRES TO PROCEED TO ARBITRATION. AN ARBITRATOR SHALL BE CHOSEN BASED UPON AN AUTOMATIC SELECTION IN THE FOLLOWING ORDER OF ROTATION FROM THE FOLLOWING LIST OF ARBITRATORS:

1. NATHAN LIPSON
2. HOWARD COLE
3. TO BE NAMED

THE ARBITRATORS SHALL HAVE NO AUTHORITY TO ADD TO, SUBTRACT FROM, MODIFY OR ALTER ANY PROVISIONS OF THIS AGREEMENT.

THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE EMPLOYER, THE UNION AND THE GRIEVANT. THE GRIEVANCE AND ARBITRATION PROCEDURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE RESOLUTION OF GRIEVANCES.

THE COSTS OF THE ARBITRATOR'S SERVICES, INCLUDING HIS EXPENSES, IF ANY, SHALL BE BORNE EQUALLY BY THE PARTIES. EACH PARTY SHALL PAY FOR ITS OWN EXPENSES, INCLUDING THE EXPENSES OF ITS WITNESSES.

THE FAILURE OF THE UNION TO COMPLY WITH THE TIME LIMITS SET FORTH IN STEP THREE SHALL BE DEEMED AS SETTLING THE GRIEVANCE BASED ON THE LAST ANSWER OR ACTION OF THE CHIEF JUDGE.

SECTION 5. A GRIEVANCE INVOLVING A DISCHARGE SHALL NOT BE SUBMITTED TO STEP ONE OF THE GRIEVANCE PROCEDURE, BUT RATHER SHALL BEGIN WITH STEP TWO. THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT SHALL BE THE AUTHORIZED REPRESENTATIVE OF EMPLOYER FOR STEPS TWO AND THREE IN A GRIEVANCE INVOLVING A DISCHARGE. IF AN EMPLOYEE DESIRES TO CONTEST HIS/HER DISCHARGE, THE UNION MAY WITHIN FIVE (5) WORKING DAYS OF THE OCCURRENCE OF THE DISCHARGE, REDUCE THE GRIEVANCE TO WRITING, STATING THE NATURE OF THE GRIEVANCE AND THE RELIEF REQUESTED, AND SERVE A COPY ON THE CHIEF JUDGE. THEREAFTER, ALL TIME LIMITS, PROCEDURES, AND RULES SET FORTH IN STEPS TWO AND THREE ABOVE SHALL GOVERN THE GRIEVANCE AND ARBITRATION PROCEDURE AND ARE FULLY INCORPORATED HEREIN, EXCEPT THAT THE CHIEF JUDGE AND/OR HIS/HER DESIGNEE SHALL BE THE REPRESENTATIVE OF EMPLOYER FOR ALL PURPOSES HEREUNDER.

SECTION 6. TIME LIMITS BETWEEN THE VARIOUS STEPS MAY BE WAIVED AND/OR EXTENDED BY MUTUAL WRITTEN AGREEMENT BY THE PARTIES, BUT NO PARTY SHALL IN ANY WAY BE OBLIGATED TO ENTER INTO SUCH AN AGREEMENT.

#### **ARTICLE XIII - (A) - DISCHARGE AND DISCIPLINARY ACTION**

SECTION 1. THE EMPLOYER SHALL NOT DISCHARGE OR TAKE DISCIPLINARY ACTION AGAINST ANY EMPLOYEE WITHOUT CAUSE. IT IS UNDERSTOOD AND AGREED THAT THIS ARTICLE IS NOT APPLICABLE TO PROBATIONARY EMPLOYEES. A PROBATIONARY EMPLOYEE MAY BE DISCHARGED WITHOUT RECOURSE AT THE SOLE DISCRETION OF THE EMPLOYER AND SAID PROBATIONARY EMPLOYEE MAY NOT RESORT TO THE GRIEVANCE PROCEDURES SET FORTH IN ARTICLE XIII.

SECTION 2. IN IMPOSING DISCIPLINARY ACTION ON A CURRENT CHARGE, THE EMPLOYER WILL NOT TAKE INTO ACCOUNT ANY PRIOR DISCIPLINARY INFRACTION WHICH OCCURRED MORE THAN THREE (3) YEARS PREVIOUS TO SAID DISCIPLINARY ACTION.

SECTION 3. PRIOR TO THE IMPOSITION OF DISCIPLINE AND/OR DISCHARGE BY THE CHIEF JUDGE OF THE 43RD DISTRICT COURT, THE CHIEF JUDGE WILL ADVISE THE DESIGNATED UNION REPRESENTATIVE OF THE PROPOSED DISCIPLINE AND/OR DISCHARGE. THE REPRESENTATIVE SHALL MAKE HIMSELF AVAILABLE WITHIN SEVENTY-TWO (72) HOURS. NO DISCIPLINE NOR DISCHARGE WILL NORMALLY BE IMPOSED PRIOR TO THE MEETING WITHIN SEVENTY-TWO (72) HOURS OF NOTIFICATION AS HEREINABOVE SET FORTH. HOWEVER, IF THE OFFENSE IS CONSIDERED TO

BE OF SUFFICIENT SEVERITY IN THE SOLE DISCRETION OF THE CHIEF JUDGE AS TO REQUIRE AN IMMEDIATE SUSPENSION THE EMPLOYEE MAY BE SUSPENDED PENDING NOTIFICATION AND A MEETING WITH THE UNION REPRESENTATIVE. UPON THE CONCLUSION OF THE MEETING, THE CHIEF JUDGE MAY IMPOSE WHATEVER DISCIPLINE HE CONSIDERS TO BE APPROPRIATE UP TO AND INCLUDING DISCHARGE BY TERMINATING THE ORIGINAL SUSPENSION AND ADVISING THE EMPLOYEE AND THE UNION OF THE PROPOSED DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.

#### **ARTICLE XIV - SENIORITY**

SECTION 1. SENIORITY IS DEFINED AS THE EMPLOYEE'S LENGTH OF EMPLOYMENT, SINCE HIS/HER LAST DATE OF HIRE WITH THE EMPLOYER, SUBJECT TO THE OTHER PROVISIONS OF THIS AGREEMENT. EMPLOYEES PRESENTLY EMPLOYED BY THE EMPLOYER, WHO HAVE ACCRUED SENIORITY WITH THE COURT OF MADISON HEIGHTS SHALL CARRY SAID SENIORITY WITH THE PRESENT EMPLOYER.

SECTION 2. AN EMPLOYEE SHALL LOSE HIS/HER SENIORITY FOR THE FOLLOWING REASONS:

- A) AN EMPLOYEE VOLUNTARILY QUILTS THE EMPLOYER'S EMPLOYMENT.
- B) AN EMPLOYEE IS DISCHARGED FOR CAUSE.
- C) AN EMPLOYEE WHO IS ABSENT FROM WORK FOR FOUR (4) CONSECUTIVE DAYS WITHOUT ADVISING THE EMPLOYER DURING SAID FOUR (4) DAY PERIOD OF A REASON DEEMED ACCEPTABLE BY THE EMPLOYER FOR SUCH ABSENCE, UNLESS IT IS PHYSICALLY IMPOSSIBLE FOR THE EMPLOYEE TO DO SO. AN EMPLOYEE WHO DOES NOT PROVIDE THE EMPLOYER WITH A REASON DEEMED ACCEPTABLE BY THE EMPLOYER, SHALL BE CONSIDERED A VOLUNTARY QUIT.
- D) AN EMPLOYEE WHO HAS ACQUIRED SENIORITY HAS BEEN TERMINATED DUE TO LAYOFF AND A PERIOD OF MORE THAN TWO (2) YEARS OR A PERIOD EQUAL TO THE SENIORITY THE EMPLOYEE HAS ACQUIRED AT THE TIME OF SUCH TERMINATION, WHICHEVER IS LESS, HAS ELAPSED SINCE HE/SHE LAST WORKED FOR THE EMPLOYER.
- E) AN EMPLOYEE, WHO HAS BEEN TERMINATED DUE TO LAYOFF, FAILS TO FOLLOW PROCEDURES FOR RECALL IN THE MANNER AND WITHIN THE TIME LIMITS SET FORTH IN ARTICLE XIVB.
- F) AN EMPLOYEE FAILS TO REPORT FOR WORK AT THE TERMINATION OF A LEAVE OF ABSENCE OR VACATION WITHOUT ADVISING THE EMPLOYER PRIOR TO THE EXPIRATION OF THE LEAVE OF ABSENCE OR VACATION OF

A REASON DEEMED ACCEPTABLE BY THE EMPLOYER FOR SUCH FAILURE, UNLESS IT IS PHYSICALLY IMPOSSIBLE FOR THE EMPLOYEE TO DO SO. AN EMPLOYEE, WHO DOES NOT PROVIDE THE EMPLOYER WITH A REASON DEEMED ACCEPTABLE BY THE EMPLOYER, SHALL BE CONSIDERED A VOLUNTARY QUIT.

G) AN EMPLOYEE OF THE EMPLOYER WITH CONTINUING SERVICE IN THE BARGAINING UNIT, WHO HAS ACQUIRED SENIORITY AND WHOSE ILLNESS OR INJURY HAS PREVENTED HIM/HER FROM PERFORMING WORK IN THE COURT, AND WHO FAILS TO RECOVER AND RETURN TO WORK WITHIN A PERIOD OF TWO (2) YEARS AFTER THE EMPLOYEE LAST WORKED IN THE COURT OR A PERIOD EQUAL TO THE SENIORITY HE/SHE HAD ACQUIRED IN THE COURT AT THE TIME HE/SHE LAST WORKED, WHICHEVER IS LESS.

H) AN EMPLOYEE IS RETIRED.

WHEREVER IN THIS ARTICLE THE PHRASE, "TERMINATED DUE TO LAYOFF" IS USED, IT MEANS REMOVAL FROM THE ACTIVE PAYROLL DUE TO REDUCED STAFFING REQUIREMENTS AND/OR ECONOMY MEASURES.

SECTION 3. WHEN A NEW EMPLOYEE IS HIRED, HE/SHE WILL BE A PROBATIONARY EMPLOYEE FOR THE FIRST SIX (6) MONTHS OF EMPLOYMENT.

A PROBATIONARY EMPLOYEE WILL HAVE NO SENIORITY RIGHTS, BUT WHEN SUCH RIGHTS ARE ACQUIRED SERVICE WILL DATE BACK TO THE DATE OF EMPLOYMENT.

SECTION 4. EMPLOYEES ON UNPAID LEAVE SHALL HAVE THEIR SENIORITY DATE ADJUSTED TO REFLECT THE LOSS OF TIME IF SUCH UNPAID LEAVE SHALL EXCEED SIX MONTHS.

SECTION 5. AN EMPLOYEE'S NAME, DATE OF EMPLOYMENT AND CLASSIFICATION, UPON COMPLETION OF THE PROBATIONARY PERIOD, WILL BE ENTERED IN THE PROPER ORDER ON THE SENIORITY LISTS.

SECTION 6. ANY EMPLOYEES WITH THE SAME SENIORITY DATE SHALL BE CONSIDERED IN ALPHABETICAL ORDER OF THEIR LAST NAMES FOR ANY SITUATION BRINGING ABOUT THE NEED OF DETERMINATION BY SENIORITY.

**ARTICLE XIV- (A) - LAYOFF**

IN THE EVENT THAT IT BECOMES NECESSARY TO REDUCE THE WORK FORCE WITHIN THE BARGAINING UNIT, THE EMPLOYER SHALL HAVE THE RIGHT TO LAYOFF THE EMPLOYEES IN THE UNIT AS FOLLOWS:

1. LAYOFF OF EMPLOYEES WITHIN THE BARGAINING UNIT SHALL BE BY CLASSIFICATION AND THE EMPLOYER RETAINS THE EXCLUSIVE RIGHT TO SELECT THE CLASSIFICATION IN WHICH TO MAKE A LAYOFF. FOR PURPOSES OF DETERMINING THE ORDER OF LAYOFF WITHIN A CLASSIFICATION ONLY, AND SUBJECT TO THE OTHER PROVISIONS OF THIS ARTICLE, THE CLERKS (CHIEF DEPUTY COURT CLERK, DEPUTY COURT CLERK, AND DEPUTY PROBATION CLERK) SHALL BE CONSIDERED AS ONE CLASSIFICATION. THE COURT RECORDER(S) SHALL BE INCLUDED SEPARATELY IN ONE CLASSIFICATION AND THE COURT OFFICER(S) SHALL BE INCLUDED SEPARATELY IN ANOTHER CLASSIFICATION.
2. THE PRINCIPAL OF STRAIGHT SENIORITY WITHIN A JOB CLASSIFICATION SHALL BE OBSERVED IN MAKING LAYOFFS, AND THE LENGTH OF SENIORITY SHALL GOVERN WITHIN SUCH CLASSIFICATION.
3. THERE SHALL BE NO NEW EMPLOYEES HIRED INTO A CLASSIFICATION IN WHICH THERE WAS A LAYOFF, UNTIL ALL EMPLOYEES WITH SENIORITY, WHO WERE LAID OFF FROM THE CLASSIFICATION, HAVE BEEN OFFERED RECALL, SUBJECT TO THE PROVISIONS OF ARTICLE XIV AND XIVB.
4. THE SALARY OF AN EMPLOYEE WHO DISPLACES ANOTHER PURSUANT TO PARAGRAPH THREE (3) ABOVE SHALL BE THE SALARY OF THE CLASSIFICATION BEING BUMPED INTO, WITH THE ADDITION OF ALL INCREMENTS AND ADJUSTMENTS RECEIVED UNDER THIS AGREEMENT, UP TO THE MAXIMUM SALARY LEVEL FOR THE CLASSIFICATION BEING BUMPED INTO; OR HIS/HER PRESENT SALARY, WHICHEVER IS LESS.
5. ANY EMPLOYEES WITH THE SAME SENIORITY DATE SHALL BE CONSIDERED IN ALPHABETICAL ORDER OF THEIR LAST NAMES FOR ANY SITUATION BRINGING ABOUT THE NEED OF DETERMINATION BY SENIORITY.
6. THE UNION AND THE AFFECTED EMPLOYEE(S) SHALL RECEIVE SEVEN (7) CALENDAR DAYS NOTICE PRIOR TO ANY LAYOFF.
7. THE TERM "LAYOFF" FOR PURPOSES OF THIS ARTICLE SHALL MEAN

THE REMOVAL OF ANY EMPLOYEE(S) FROM THE ACTIVE PAYROLL DUE TO REDUCED STAFFING REQUIREMENTS AND/OR ECONOMY MEASURES.

**ARTICLE XIV - (B) - RECALL**

EMPLOYEES WITH SENIORITY WILL BE RECALLED IN THE REVERSE ORDER IN WHICH THEY WERE LAID OFF.

NOTICE OF RECALL SHALL BE SENT TO THE EMPLOYEE AT THE LAST ADDRESS PROVIDED BY THE EMPLOYEE BY REGISTERED OR CERTIFIED MAIL. EMPLOYEES WILL BE RESPONSIBLE FOR NOTIFYING THE EMPLOYER BY REGISTERED OR CERTIFIED MAIL OF THEIR INTENT TO RETURN WITHIN A WEEK OF MAILING OF THE WRITTEN NOTICE, AND REPORT FOR WORK WITHIN FIVE (5) CALENDAR DAYS THEREAFTER. EMPLOYEES WHO FAIL TO FOLLOW THIS PROCEDURE SHALL BE CONSIDERED A VOLUNTARY QUIT.

**ARTICLE XV - MANAGEMENT RIGHTS**

SECTION 1. THE EMPLOYER RETAINS THE EXCLUSIVE RIGHT TO MANAGE ITS BUSINESS INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO DIRECT AND SUPERVISE THE WORKING FORCES, THE RIGHT TO PROMULGATE WORK RULES, AND THE RIGHT TO HIRE, SUSPEND, DISCIPLINE OR DISCHARGE FOR CAUSE; AND TO MANAGE THE AFFAIRS OF THE COURT.

SECTION 2. IT IS FURTHER AGREED THAT THE EMPLOYER POSSESSES ALL OF THE RIGHTS, POWER, PRIVILEGES AND AUTHORITY IT HAD PRIOR TO THE EXECUTION OF THIS AGREEMENT, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT THE EMPLOYER IN ANY WAY IN THE EXERCISE OF THE REGULAR AND CUSTOMARY FUNCTIONS OF THE EMPLOYER IN THE OPERATION OF THE 43RD DISTRICT COURT, EXCEPT AS MAY BE SPECIFICALLY RELINQUISHED OR MODIFIED HEREIN BY AN EXPRESS PROVISION OF THIS AGREEMENT.

SECTION 3. THE EMPLOYER RETAINS THE EXCLUSIVE RIGHT TO DETERMINE THE DUTIES, RESPONSIBILITIES AND NATURE OF THE WORK TO BE PERFORMED BY EACH AND EVERY EMPLOYEE WITHIN THE BARGAINING UNIT AND THE TITLE OF EACH JOB CLASSIFICATION SET FORTH IN ARTICLE I SHALL BE IN NO WAY CONSTRUED AS A LIMITATION ON SAID RIGHT.

SECTION 4. THE AUTHORIZED REPRESENTATIVE OF EMPLOYER UNDER THIS AGREEMENT FOR ALL PURPOSES SHALL BE THE CHIEF JUDGE FOR THE 43RD

DISTRICT COURT INCLUDING THE EMPLOYER'S RIGHT TO DISCHARGE AN EMPLOYEE FOR CAUSE, WHICH RIGHT SHALL BE VESTED EXCLUSIVELY IN THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT.

SECTION 5. SUBJECT TO THE DIRECTION OF THE CHIEF JUDGE OF THE 43RD DISTRICT COURT THE COURT ADMINISTRATOR SHALL ALSO BE AUTHORIZED TO EXERCISE THE MANAGEMENT RIGHTS ENUMERATED HEREIN,

IN THE MANNER AND TO THE EXTENT DEEMED APPROPRIATE BY THE CHIEF JUDGE AT HIS SOLE DISCRETION, EXCEPT AS TO THE CHIEF JUDGE'S EXCLUSIVE RIGHT TO DISCHARGE AN EMPLOYEE FOR CAUSE.

SECTION 6. THE EMPLOYEES OF THE BARGAINING UNIT, WHEN PERFORMING SERVICES RELATED TO THE BUSINESS OR AFFAIRS OF THE COURT ARE ALWAYS SUBJECT TO THE CONTROL OF THE JUDGE HOLDING COURT. IF THE JUDGE HOLDING COURT IS EITHER A VISITING JUDGE OR A PRESIDING JUDGE FROM A DIVISION WITHIN THE 43RD DISTRICT COURT OTHER THAN THE CHIEF JUDGE'S COURT THEN SUCH JUDGE SHALL HAVE THE RIGHT TO DIRECT THE WORKING FORCES AND REPRIMAND ANY EMPLOYEES, BUT HE/SHE SHALL NOT HAVE THE RIGHT TO HIRE ANY EMPLOYEE, NOR SHALL SUCH JUDGE HAVE THE RIGHT TO DISCHARGE ANY EMPLOYEE. ANY JUDGE WHO HOLDS COURT IN THE 43RD DISTRICT COURT MAY MAKE A RECOMMENDATION TO THE JUDGE FOR THE 43RD DISTRICT COURT WITH RESPECT TO THE SUSPENSION OF ANY EMPLOYEE IN THE BARGAINING UNIT AND MAY MAKE A RECOMMENDATION TO THE JUDGE WITH RESPECT TO THE DISCHARGE FOR CAUSE OF ANY EMPLOYEE IN THE BARGAINING UNIT.

SECTION 7. HOWEVER, IN THE EVENT THAT THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT IS DISABLED OR OTHERWISE UNABLE OR UNAVAILABLE TO DISCHARGE HIS/HER JUDICIAL OR ADMINISTRATIVE RESPONSIBILITIES, THEN THE AUTHORIZED REPRESENTATIVE OF THE EMPLOYER FOR ALL PURPOSES SHALL BE THE CHIEF JUDGE PRO TEM FOR THE 43RD DISTRICT COURT. UNDER SUCH CIRCUMSTANCES, THE CHIEF JUDGE PRO TEM SHALL BE FULLY EMPOWERED TO EXERCISE AND DISCHARGE ALL MANAGEMENT RIGHTS ENUMERATED HEREIN IN THE PLACE AND STEAD OF SAID JUDGE, DURING THE LATTER'S DISABILITY, INABILITY OR UNAVAILABILITY AND UNTIL HIS/HER RETURN TO THE BENCH OR PERMANENT REPLACEMENT BY THE APPOINTMENT OR ELECTION OF A SUCCESSOR JUDGE. THE AUTHORIZED REPRESENTATIVE OF EMPLOYER FOR ALL PURPOSES SHALL BE THE CHIEF JUDGE PRO TEM FOR THE 43RD DISTRICT COURT, IN THE EVENT THAT THE CHIEF JUDGE IS DISABLED OR OTHERWISE UNABLE OR UNAVAILABLE TO DISCHARGE HIS/HER JUDICIAL OR ADMINISTRATIVE RESPONSIBILITIES.



SECTION 8. THE CHIEF JUDGE FOR THE 43RD DISTRICT COURT SHALL BE DEFINED AS THE JUDGE WHO IS APPOINTED OR ELECTED TO THAT POSITION PURSUANT TO APPLICABLE COURT RULE(S) OR OTHERWISE.

SECTION 9. THE INTERPRETATION OR APPLICATION OF THE PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE GRIEVANCE PROCEDURE, AS SPECIFICALLY SET FORTH IN ARTICLE XIII.

#### **ARTICLE XVI - JOB POSTING AND FILLING OF VACANCIES**

SECTION 1. THE EMPLOYER SHALL PUBLICIZE TO THE STAFF THE AVAILABILITY OF JOBS WITHIN THE BARGAINING UNIT (S) AT LEAST FIVE (5) DAYS BEFORE SELECTING ANY PERSON TO FILL SUCH JOBS. THIS FIVE (5) DAY PERIOD SHALL BEGIN TO RUN WHEN THE NOTICE IS POSTED AND A COPY DELIVERED TO THE UNION REPRESENTATIVE. THE NOTICE SHALL SPECIFY THE QUALIFICATIONS REQUIRED AND THE NATURE OF THE RESPONSIBILITIES INVOLVED. THE NOTICE SHALL DESCRIBE THE POSITION TO BE FILLED AS ACCURATELY AS POSSIBLE.

SECTION 2. EMPLOYEES INTERESTED IN BEING CONSIDERED FOR THE POSTED POSITION MUST MAKE APPLICATION IN WRITING, WITHIN THE POSTING PERIOD. APPLICANTS SHALL BE NOTIFIED AS SOON AS POSSIBLE AFTER THE END OF POSTING PERIOD AS TO WHETHER THEY HAVE BEEN SELECTED, REJECTED, OR ARE STILL UNDER CONSIDERATION FOR THE POSITION, AND FOR WHAT REASON(S). THOSE HELD FOR CONSIDERATION SHALL BE NOTIFIED WHEN A DECISION HAS BEEN REACHED.

SECTION 3. EMPLOYEES WHO MEET THE REQUISITE QUALIFICATIONS OF THE POSITION SHALL BE CONSIDERED PRIOR TO OUTSIDE APPLICANTS. IN THE EVENT THAT MORE THAN ONE QUALIFIED EMPLOYEE HAS APPLIED FOR THE POSITION, THE SELECTION SHALL BE BASED UPON ABILITY FIRST AND SENIORITY SECOND. EMPLOYEES WHO ARE NOT MEMBERS OF ORGANIZED BARGAINING UNITS WITHIN THE 43RD DISTRICT COURT SHALL BE CONSIDERED TO BE OUTSIDE APPLICANTS, AND THE COMPUTATION OF THEIR SENIORITY SHALL BEGIN WITH THE DATE OF THEIR ENTRY INTO THE BARGAINING UNIT.

SECTION 4. AN EMPLOYEE WHO IS SELECTED TO FILL A HIGHER-RATED POSITION SHALL RECEIVE THE FIRST PAY RATE IN THE PAY GRADE TO WHICH HE/SHE HAS BEEN ADVANCED WHICH IS HIGHER THAN HIS/HER LAST RATE IN THE CLASSIFICATION FROM WHICH HE/SHE HAS BEEN PROMOTED.

SECTION 5. AN EMPLOYEE WHO IS SELECTED TO FILL A POSITION IN A



DIFFERENT JOB CLASSIFICATION SHALL BE SUBJECT TO A TRIAL PERIOD OF SIX (6) MONTHS, DURING WHICH PERIOD THE EMPLOYEE SHALL HAVE THE RIGHT TO RETURN TO THE POSITION THE EMPLOYEE LAST HELD AND THE EMPLOYER SHALL HAVE THE RIGHT TO REQUIRE THE EMPLOYEE TO RETURN TO THE POSITION LAST HELD. THE TIME LIMITS MAY BE EXTENDED UP TO THIRTY (30) DAYS BY MUTUAL CONSENT OF THE EMPLOYER AND THE UNION.

SECTION 6. IN THE EVENT THAT THERE IS A VACANCY IN THE CLASSIFICATION OF COURT ADMINISTRATOR, IN THE 43RD DISTRICT COURT, IT IS UNDERSTOOD AND AGREED THAT THE EMPLOYER RETAINS THE EXCLUSIVE AND UNQUALIFIED RIGHT TO FILL THE VACANCY BY SELECTING AN INDIVIDUAL OF EMPLOYER'S OWN CHOICE AND AT EMPLOYER'S SOLE DISCRETION FOR THE POSITION AND IS NOT IN ANY WAY OBLIGATED TO FILL THE VACANCY BY SELECTING AN EMPLOYEE OF THE COURT.

#### **ARTICLE XVII - OVERTIME**

SECTION 1. ALL OVERTIME, FOR PURPOSE OF CASH PAYMENT, IN EXCESS OF THE REGULAR WORK WEEK, MUST BE AUTHORIZED BY THE EMPLOYER. EMPLOYEES SHALL BE PAID FOR HOURS WORKED IN EXCESS OF THEIR REGULAR WORK WEEK AT THE RATE OF TIME-AND-ONE-HALF (1 1/2) WHAT WOULD BE THEIR REGULAR HOURLY RATE, IF THEY WERE BEING PAID ON AN HOURLY BASIS. SUNDAYS AND LEGAL HOLIDAYS SHALL BE PAID AT THE DOUBLE TIME (2) RATE.

EMPLOYEES MAY, AT THEIR OPTION, SUBJECT TO APPROVAL BY THE EMPLOYER, BUILD UP COMPENSATORY TIME (CTO) AT TIME-AND-ONE-HALF TO USE AS ACCUMULATED TIME OFF INSTEAD OF PAID OVERTIME. ANY HOURS WORKED OVER 67 1/2 (CTO) HOURS BY EMPLOYEES WHOSE REGULAR WORK WEEK IS 37-1/2 HOURS MUST BE PAID FOR AT THE TIME-AND-ONE-HALF (1-1/2) RATE. THIS ACCUMULATED COMPENSATORY TIME MAY ONLY BE TAKEN OFF WITH THE APPROVAL OF THE EMPLOYER.

SECTION 2. ALL PERSONNEL WILL WORK OVERTIME WHEN REQUESTED TO DO SO UNLESS THE EMPLOYER, FOR GOOD REASONS, EXCUSED THE INDIVIDUAL. AN UNEXCUSED REFUSAL TO WORK OVERTIME WHEN REQUESTED MAY BE CAUSE FOR DISCIPLINARY ACTION IF GOOD CAUSE CANNOT BE PROVEN.

**ARTICLE XVIII - HOLIDAYS**

SECTION 1. EMPLOYEES SHALL BE PAID ONE DAY'S REGULAR STRAIGHT TIME PAY FOR THE FOLLOWING HOLIDAYS:

NEW YEAR'S DAY, JANUARY 1;

MARTIN LUTHER KING, JR., DAY, THE THIRD MONDAY IN JANUARY IN CONJUNCTION WITH THE FEDERAL HOLIDAY;

PRESIDENT'S DAY, THE THIRD MONDAY IN FEBRUARY;

GOOD FRIDAY, FRIDAY PRECEDING EASTER SUNDAY;

MEMORIAL DAY, THE LAST MONDAY IN MAY;

INDEPENDENCE DAY, JULY 4;

LABOR DAY, THE FIRST MONDAY IN SEPTEMBER;

VETERANS' DAY, NOVEMBER 11;

THANKSGIVING DAY, THE FOURTH THURSDAY IN NOVEMBER;

FRIDAY AFTER THANKSGIVING;

ONE HALF DAY PRECEEDING THE LAST WORKDAY BEFORE CHRISTMAS;

CHRISTMAS EVE, DECEMBER 24;

CHRISTMAS DAY, DECEMBER 25; AND

NEW YEAR'S EVE, DECEMBER 31

EMPLOYEE BIRTHDAY.

WHEN NEW YEAR'S DAY, INDEPENDENCE DAY, VETERANS' DAY OR CHRISTMAS DAY FALLS ON SATURDAY, THE PRECEDING FRIDAY SHALL BE A HOLIDAY. WHEN NEW YEAR'S DAY, INDEPENDENCE DAY, VETERANS' DAY, OR CHRISTMAS DAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE A HOLIDAY. WHEN CHRISTMAS EVE OR NEW YEAR'S EVE FALLS ON FRIDAY, THE PRECEDING THURSDAY SHALL BE A HOLIDAY. WHEN CHRISTMAS EVE OR NEW YEAR'S EVE FALLS ON SATURDAY OR SUNDAY, THE PRECEDING FRIDAY SHALL BE A HOLIDAY.

SECTION 2. A JUDGE MAY CONTINUE A TRIAL IN PROGRESS OR DISPOSE OF JUDICIAL MATTERS ON ANY OF THE LISTED HOLIDAYS IF HE OR SHE FINDS IT TO BE NECESSARY.

SECTION 3. TO BE ELIGIBLE FOR HOLIDAY PAY, AN EMPLOYEE MUST WORK THE REGULARLY SCHEDULED DAY BEFORE THE HOLIDAY AND THE REGULARLY SCHEDULED DAY AFTER THE HOLIDAY, PROVIDED, HOWEVER, THIS REQUIREMENT WILL NOT APPLY WITH RESPECT TO ANY HOLIDAY FALLING WITHIN AN EMPLOYEE'S AUTHORIZED VACATION PERIODS; AND PROVIDED FURTHER, THAT IF AN EMPLOYEE'S NAME IS ON THE PAYROLL AND HE IS PAID FOR THE DAY BEFORE AND THE DAY AFTER A HOLIDAY, IT WILL BE CONSIDERED AS A DAY WORKED.

#### **ARTICLE XIX - PERSONAL LEAVE DAYS**

A. AN EMPLOYEE SHALL BE GRANTED THREE PERSONAL LEAVE DAYS EACH FISCAL YEAR AS PROVIDED HEREIN. PERSONAL LEAVE TIME IS NON-ACCUMULATIVE. IT CANNOT BE CARRIED FORWARD INTO ANOTHER FISCAL YEAR, AND IN NO CASE WILL AN EMPLOYEE BE PAID FOR ANY UNUSED PERSONAL LEAVE TIME.

B. PERSONAL LEAVE TIME SHALL BE PRO-RATED AT THE RATE OF 1.875 HOURS PER MONTH FOR EMPLOYEES WORKING 1,950 HOURS ANNUALLY AND SHALL BE COMPUTED ON THE BASIS OF NOT LESS THAN EIGHTEEN NORMAL SERVICE DAYS PER MONTH BEING WORKED BY THE EMPLOYEE. NO PERSONAL LEAVE TIME WILL BE EARNED IN A GIVEN MONTH BY ANY EMPLOYEE IF THE EMPLOYEE DOES NOT FULFILL THE MINIMUM EIGHTEEN DAY REQUIREMENT.

C. PERSONAL LEAVE DAYS SHALL NOT BE CONSTRUED AS ADDITIONAL VACATION OR HOLIDAY TIME, EXCEPT FOR THE PURPOSES SET FORTH IN ARTICLE XVIII, SECTION 3.

D. PERSONAL LEAVE DAYS SHALL BE REQUESTED IN ADVANCE IN WRITING TO THE EMPLOYER AND SHALL NOT BE DENIED WITHOUT GOOD CAUSE.

E. PERSONAL LEAVE TIME SHALL ONLY BE USED FOR PERSONAL BUSINESS THAT CAN ONLY BE CONDUCTED DURING NORMAL BUSINESS HOURS, EXCEPT FOR THE PURPOSES SET FORTH IN ARTICLE XVIII, SECTION 3.

F. APPROVAL OF USE OF PERSONAL LEAVE TIME BY THE EMPLOYER IS CONDITIONAL UPON VERIFICATION BY PAYROLL RECORDS.

## ARTICLE XX - MATERNITY LEAVE OF ABSENCE

### A. METHODOLOGY

1. THE EMPLOYEE MUST SUBMIT A MEDICAL REPORT FROM HER ATTENDING PHYSICIAN WHICH SPECIFIES THE PROJECTED DATE OF DELIVERY AND THE EMPLOYEE'S CONDITION AS IT AFFECTS HER ABILITY TO PERFORM HER DUTIES. THE EMPLOYEE SHALL FURNISH THE REPORT FROM HER ATTENDING PHYSICIAN WITHIN THE FIRST TRIMESTER OF PREGNANCY.

2. THE EMPLOYEE MAY ELECT TO BE PAID ANY ACCRUED SICK TIME AND THE LETTER REQUESTING MATERNITY LEAVE MUST SPECIFY THE EFFECTIVE DATE OF THE MATERNITY LEAVE, THE ANTICIPATED DATE OF RETURN TO WORK, WHETHER THE EMPLOYEE WILL USE ACCRUED SICK TIME, AND IF SO, HOW MANY DAYS.

3. THE EMPLOYER MAY, AT ITS OPTION REQUIRE EXAMINATION OR CONSULTATION BY A PHYSICIAN SELECTED BY THE EMPLOYER, PRIOR TO APPROVAL OF THE REQUEST.

### B. CONDITIONS

1. A MATERNITY LEAVE SHALL BE TREATED AS ANY OTHER NON-DUTY MEDICAL LEAVE. IT WILL BE UNPAID EXCEPT FOR USE OF ACCRUED LEAVE TIME UNLESS THE EMPLOYEE QUALIFIES FOR BENEFITS UNDER A LONG-TERM, SHORT TERM WAGE INSURANCE PLAN AS DESCRIBED IN ARTICLE X.

2. NO FRINGE BENEFITS ACCRUE TO AN EMPLOYEE ON UNPAID MATERNITY OR MEDICAL LEAVE, INCLUDING BUT NOT LIMITED TO INSURANCE BENEFITS, PAID TIME OFF SUCH AS VACATION, HOLIDAYS, AND PERSONAL LEAVE, AND LONGEVITY BENEFITS.

3. UPON RETURN TO WORK THE EMPLOYEE'S LONGEVITY DATE WILL BE ADJUSTED TO REFLECT LOSS OF TIME SPENT ON UNPAID MATERNITY LEAVE. IF THE EMPLOYEE IS ON UNPAID LEAVE FOR MORE THAN SIX MONTHS, SENIORITY SHALL ALSO BE ADJUSTED TO REFLECT LOSS OF TIME SPENT ON UNPAID LEAVE.

4. ALL PAID TIME OFF (VACATION ACCRUAL, HOLIDAYS, PERSONAL LEAVE, SICK LEAVE, ETC.) IS PRO-RATED UPON THE EMPLOYEE'S RETURN TO WORK TO REFLECT LOSS OF TIME SPENT ON UNPAID MATERNITY LEAVE.

### C. RETURN TO WORK

1. THE EMPLOYEE, WITHIN THIRTY DAYS FOLLOWING TERMINATION OF THE PREGNANCY, MUST REPORT TO THE EMPLOYER AND PRESENT A MEDICAL REPORT FROM HER ATTENDING PHYSICIAN WHICH IS SPECIFIC AS TO THE EMPLOYEE'S CONDITION, AS IT AFFECTS ABILITY TO WORK AND WHICH INCLUDES THE DATE THE EMPLOYEE MAY RETURN TO WORK. UPON RECOMMENDATION OF THE ATTENDING PHYSICIAN, THE EMPLOYEE MAY REQUEST AN EXTENSION OF AN ADDITIONAL THIRTY DAYS MATERNITY LEAVE. AT ITS OPTION, THE EMPLOYER MAY REQUIRE AN EXAMINATION OR CONSULTATION BY A PHYSICIAN SELECTED BY THE EMPLOYER PRIOR TO GRANTING THE REQUEST.

2. THE EMPLOYEE MUST RETURN TO WORK UPON COMPLETION OF THE APPROVED MATERNITY LEAVE, UPON A MUTUALLY AGREEABLE DATE, OR UPON CERTIFICATION BY A PHYSICIAN SELECTED BY THE EMPLOYER THAT THE EMPLOYEE IS ABLE TO RETURN TO REGULAR EMPLOYMENT.

### D. APPLICATION OF BENEFITS

IT IS AGREED AND UNDERSTOOD THAT THE BENEFITS HEREIN DESCRIBED ARE ONLY APPLICABLE TO THE PERIOD OF TIME THE EMPLOYEE IS DISABLED AND SHALL ONLY BE APPLICABLE TO THOSE INDIVIDUALS WHO ARE DETERMINED TO BE DISABLED ON AND AFTER THE DATE OF THIS AGREEMENT.

### E. FAMILY AND MEDICAL LEAVE ACT OF 1993

THE EMPLOYER AGREES THAT IT WILL COMPLY WITH THE FAMILY AND MEDICAL LEAVE ACT OF 1993 SHOULD IT APPLY TO THE COURT.

### ARTICLE XXI - COFFEE BREAKS AND MEAL PERIOD

EMPLOYEES MAY TAKE ONE FIFTEEN (15) MINUTE COFFEE BREAK DURING THE MORNING WORK PERIOD AND ONE FIFTEEN (15) MINUTE COFFEE BREAK DURING THE AFTERNOON WORK PERIOD.

IF AN EMPLOYEE CHOOSES TO TAKE A COFFEE BREAK DURING THE MORNING PERIOD, THE EMPLOYEE MUST TAKE IT AT LEAST ONE HOUR BEFORE A LUNCH BREAK. IF AN EMPLOYEE CHOOSES TO TAKE A COFFEE BREAK DURING THE AFTERNOON PERIOD, THE EMPLOYEE MUST TAKE IT AT LEAST ONE HOUR AFTER THE LUNCH BREAK AND ONE HOUR BEFORE THE CLOSE OF BUSINESS. IF AN EMPLOYEE FAILS TO UTILIZE HIS COFFEE BREAK TIME DURING EITHER WORK PERIOD, THE COFFEE BREAK TIME SHALL BE NON-ACCUMULATIVE AND MAY NOT BE CARRIED INTO ANOTHER WORK PERIOD OR WORK DAY.

COFFEE BREAKS SHALL BE TAKEN CONSISTENT WITH THE NEED TO MAINTAIN THE OPERATIONAL EFFICIENCY OF THE EMPLOYER AND SHALL NOT INTERFERE WITH SAME.

EMPLOYEES ARE ENTITLED TO AN UNPAID LUNCH PERIOD OF ONE (1) HOUR.

#### **ARTICLE XXII - RETIREMENT**

##### RETIREMENT PENSION:

THE CONTROL UNIT, WHICH IS PRESENTLY THE CITY OF MADISON HEIGHTS, SHALL PROVIDE RETIREMENT PENSION BENEFITS AS PROVIDED IN THE RULES AND REGULATION OF THE MICHIGAN MUNICIPAL EMPLOYEE'S RETIREMENT SYSTEM. ALL EMPLOYEES UNDER THIS AGREEMENT ARE ENTITLED TO AND REQUIRED TO PARTICIPATE IN THIS PENSION PLAN.

EFFECTIVE JULY 1, 1998, THE PENSION PLAN SHALL BE CHANGED TO B-2 BASE AND F-50 RIDER, THE EMPLOYEE TO BE RESPONSIBLE FOR THE COST OF THIS CHANGE UP TO 3.04%.

EFFECTIVE JULY 1, 2006, PENSION SHALL REMAIN UNCHANGED FOR CURRENT EMPLOYEES, EXCEPT AS FOLLOWS:

- A. ALL FULL-TIME COURT EMPLOYEES HIRED AFTER AUGUST 1, 2005 MAY ELECT TO PARTICIPATE IN THE DEFINED CONTRIBUTION PENSION PROGRAM. THIS ELECTION SHALL BE IRREVOCABLE. EMPLOYER SHALL CONTRIBUTE 7% OF BASE WAGE; EMPLOYEES MAY CONTRIBUTE UP TO 8% OF BASE WAGE, TAX FREE. VESTING SHALL BE FIVE (5) YEARS AND EMPLOYER CONTRIBUTION AMOUNTS AVAILABLE AFTER VESTING PERIOD.
- B. ALL EMPLOYEES HIRED AFTER OCTOBER 2, 2006 SHALL PARTICIPATE IN THE DEFINED CONTRIBUTION PENSION PROGRAM. EMPLOYER SHALL CONTRIBUTE 7% OF BASE WAGE. EMPLOYEE MAY CONTRIBUTE UP TO 8% OF BASE WAGE, TAX FREE. VESTING SHALL BE IN SEVEN (7) YEARS AND EMPLOYER CONTRIBUTION AMOUNTS AVAILABLE AFTER VESTING PERIOD.

EFFECTIVE JULY 1, 2011, DEFINED BENEFIT (DB) EMPLOYEE PENSION CONTRIBUTION WILL BE 2.5% ON A PRE-TAX BASIS FOR EMPLOYEES ELIGIBLE FOR A DB PENSION AS DEFINED HEREIN.

EMPLOYEES ARE ALSO ENTITLED TO PARTICIPATE IN A VOLUNTARY 457 DEFERRED COMPENSATION PLAN OBTAINED THROUGH THE ICMA RETIREMENT CORPORATION, WHEREAS CONTRIBUTIONS ARE MADE BY THE EMPLOYEE THROUGH PAYROLL DEDUCTIONS.

**RETIREMENT HEALTH CARE:**

FULL TERM RETIREMENT IS DEFINED AS TWENTY-FIVE (25) YEARS OF SERVICE. THE LIMITATIONS SET FORTH ABOVE SHALL CONTINUE TO BE IN EFFECT.

MERS HEALTH CARE SAVINGS PROGRAM (MERS-HCSP) TO BE IMPLEMENTED AS FOLLOWS:

A. MANDATORY TO ALL EMPLOYEES HIRED AFTER 10-2-06 FROM OUTSIDE THE 43<sup>RD</sup> DISTRICT COURT AND THE CITY OF MADISON HEIGHTS WORKFORCE. CURRENT EMPLOYEES HIRED AFTER MAY 23, 1999, SHALL PARTICIPATE IN MERS-HCSP.

B. FOR THOSE PARTICIPATING IN MERS-HCSP, THE EMPLOYER SHALL CONTRIBUTE \$100 PER MONTH (\$1,200 ANNUALLY) INTO THE ACCOUNT AND THE EMPLOYEE MAY CONTRIBUTE UP TO 8% OF GROSS SALARY. THE EMPLOYER SHALL PAY FOR CURRENT EMPLOYEES \$1,200 FOR EACH YEAR OF CREDIT SERVICE RETROACTIVE TO DATE OF HIRE. CURRENT EMPLOYEES WILL BE DEEMED VESTED AFTER FIVE (5) YEARS OF SERVICE WITH THE EMPLOYER, INCLUSIVE OF PRIOR YEARS OF SERVICE FROM DATE OF THIS AGREEMENT. EMPLOYEES HIRED AFTER OCTOBER 1, 2006 SHALL REQUIRE FIVE (5) YEARS VESTING. UPON TERMINATION FROM THE COURT, FOR ANY REASON, THE EMPLOYEE CONTRIBUTION OF THE ACCOUNT WOULD BE ALLOWABLE UNDER IRS RULES. EMPLOYER CONTRIBUTION IS AVAILABLE AFTER APPROPRIATE VESTING PERIOD.

\* EFFECTIVE UPON RATIFICATION OF THE TENTATIVE AGREEMENT SIGNED ON 11-20-2015, THE CITY OF MADISON HEIGHTS CONTRIBUTION TO THE HCSP FOR BARGAINING UNIT MEMBER WHO PARTICIPATE IN THE HCSP AND WERE HIRED ON OR AFTER MAY 24, 1999, SHALL BE INCREASED FROM \$100 PER MONTH TO 3% OF

AN EMPLOYEE'S BASE PAY. SHOULD THE 3% CALCULATE AT LESS THAN \$100 PER MONTH, THAT MEMBER WILL RECEIVE \$100 PER MONTH UNTIL SUCH TIME THAT THE 3% IS EQUAL TO OR GREATER THAN \$100 PER MONTH.

C. EFFECTIVE APRIL 13, 2015, ALL EMPLOYEES HIRED ON OR BEFORE MAY 24, 1999 THAT ARE CURRENT PARTICIPANTS IN THE MERS-HCSP SHALL MAINTAIN THEIR EMPLOYEE CONTRIBUTION OF 1.5% AS AGREED UPON ON OCTOBER 2, 2006. ALL EMPLOYEES HIRED AFTER MAY 24, 1999 BUT BEFORE SEPTEMBER 14, 1999 THAT ARE CURRENT PARTICIPANTS IN THE MERS-HCSP SHALL MAINTAIN THEIR EMPLOYEE CONTRIBUTION AT 3.0% AS AGREED UPON ON OCTOBER 2, 2006. ALL EMPLOYEES HIRED ON MAY 28, 2013 OR THEREAFTER SHALL CONTRIBUTE 1% TO THE MERS-HCSP.

D. ALL RETIREES RETIRING AFTER JULY 1, 2014, AND WHO ARE ELIGIBLE FOR RETIREE HEALTH INSURANCE AS DEFINED BY THIS COLLECTIVE BARGAINING AGREEMENT, SHALL RECEIVE THE SAME PRESCRIPTION DRUG BENEFITS AFFORDED TO ACTIVE EMPLOYEES.

E. RETIREES WHO RETIRE AFTER JULY 1, 2014 MUST ENROLL IN MEDICARE PART B UPON ELIGIBILITY, AT THE RETIREE'S SOLE EXPENSE.

#### **ARTICLE XXIII - MILEAGE**

EMPLOYEES SHALL BE COMPENSATED FOR TRAVEL EXPENSES IN CARRYING OUT EMPLOYER'S BUSINESS AS FOLLOWS:

A. WHEN AN EMPLOYEE'S CAR IS USED IN THE COURSE OF THE EMPLOYER'S BUSINESS, (EXCEPT TO AND FROM WORK AND LUNCH), REIMBURSEMENT SHALL BE AT A RATE OF 32.0 CENTS PER MILE.

B. ALL NECESSARY TOLLS, AND PARKING FEES FOR WHICH RECEIPTS SHALL BE SUBMITTED.

C. ALL NECESSARY TELEPHONE CALLS MADE BY AN EMPLOYEE, WHILE AWAY FROM HIS/HER OFFICE, IN PERFORMANCE OF HIS/HER JOB RESPONSIBILITIES.

ALL TRAVEL EXPENSES SHALL BE REPORTED MONTHLY ON EMPLOYER'S MILEAGE FORM AND SHALL BE REIMBURSED NO LATER THAN THIRTY (30) DAYS OF SUBMISSION OF SAID FORM.



#### **ARTICLE XXIV - TUITION REFUND**

THE EMPLOYER SHALL REIMBURSE THE EMPLOYEE FOR TUITION, WHICH IS PAID FOR ANY COURSE THAT HAS A DIRECT RELATIONSHIP ON HIS/HER EMPLOYMENT AND HAS BEEN PRE-APPROVED BY THE EMPLOYER. THE MAXIMUM THAT SHALL BE PAID IS \$500.00 PER FISCAL YEAR. THE PAYMENT IS ALSO CONDITIONED UPON THE EMPLOYEE RECEIVING A PASSING GRADE IN THE COURSE OF "C" OR BETTER. ANY EMPLOYEE LEAVING THE EMPLOY OF THE COURT WITHIN 12 MONTHS OF COMPLETING THE COURSE SHALL REIMBURSE THE COURT FOR ALL TUITION PAID FOR SAID COURSE.

100% - 3.0 - 4.0

75% - 2.0 - 2.9

0 - 1.99 OR BELOW

#### **ARTICLE XXV - UNIFORM ALLOWANCE**

COURT OFFICERS SHALL WEAR AN APPROPRIATE NAVY BLUE SPORT COAT WITH A 43RD DISTRICT COURT INSIGNIA, GREY SLACKS AND AN APPROPRIATE SHIRT AND TIE.

A COURT OFFICER MAY PURCHASE NEW ITEMS (UP TO \$300.00) ONLY WHEN PREVIOUSLY APPROVED BY THE CHIEF JUDGE, JUDGE OR COURT ADMINISTRATOR. ANY UNUSED PORTION SHALL NOT BE CARRIED OVER FROM YEAR TO YEAR.

#### **ARTICLE XXVI - PERSONNEL FILES**

EMPLOYEES WILL BE ALLOWED TO CHECK THEIR PERSONNEL FILES UPON REQUEST IN ACCORDANCE WITH APPLICABLE LAW.

NO INFORMATION CONTAINED IN AN EMPLOYEE'S PERSONNEL FILE WILL BE GIVEN TO A THIRD PARTY WITHOUT THE EMPLOYEE'S KNOWLEDGE, EXCEPT AS REQUIRED BY LAW.

**ARTICLE XXVII - JURY DUTY**

AN EMPLOYEE WHO RECEIVES A JURY DUTY INTERVIEW AND APPEARANCE NOTICE SHALL INFORM THE EMPLOYER AS SOON AS POSSIBLE OF SUCH NOTICE.

IF SAID EMPLOYEE IS SUMMONED AND REPORTS FOR JURY DUTY, THE EMPLOYEE SHALL BE PAID THE DIFFERENCE BETWEEN THE AMOUNT RECEIVED AS A JUROR, MINUS ANY EXPENSE MONEY, AND THE REGULAR PAY FOR ALL THE DAYS THE EMPLOYEE IS REQUIRED TO SERVE ON JURY DUTY PROVIDED THE EMPLOYEE IS AVAILABLE FOR WORK WITHIN THE REGULAR WORK SCHEDULE WHEN NOT OCCUPIED WITH JURY DUTY.

TO BE ELIGIBLE FOR JURY DUTY PAY DIFFERENTIAL, THE EMPLOYEE MUST FURNISH THE EMPLOYER WITH A COPY OF JURY DUTY NOTICE AND THE CHECK STUB INDICATING THE DATES FOR WHICH JURY DUTY PAY WAS RECEIVED.

JURY DUTY WILL BE CONSIDERED AS TIME WORKED FOR THE PURPOSE OF COMPUTING SICK LEAVE AND VACATION.

**ARTICLE XXVIII - WAGES**

SEE ATTACHMENT "A" ON NEXT PAGE

No. 0191 P. 1

**43rd District Court Clerk's Union**  
**Attachment "A"**

**7/1/2009**

Position	Start		6 month		18 month		30 month		42 month	
	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Chief Deputy Clerk	\$22.8000	\$44,460.00	\$24,000.00	\$46,800.00	\$25.2700	\$49,276.50	\$26.5900	\$51,850.50	\$27.9900	\$54,580.50
Deputy Court Clerk	\$19.8500	\$38,707.50	\$20.9000	\$40,755.00	\$22.0000	\$42,900.00	\$23.1500	\$45,342.50	\$24.3700	\$47,521.50
Court Officer	\$19.1200	\$37,284.00	\$20.1300	\$39,253.50	\$21.1800	\$41,301.00	\$22.2900	\$43,465.50	\$23.4700	\$45,766.50

**7/1/2015**

1% increase

Position	Start		6 month		18 month		30 month		42 month	
	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Chief Deputy Clerk	\$23.0280	\$44,904.60	\$24,240.00	\$47,258.00	\$25.5227	\$49,769.27	\$26.8559	\$52,369.01	\$28.2699	\$55,126.31
Deputy Court Clerk	\$20.0485	\$39,094.58	\$21,109.00	\$41,162.55	\$22.2200	\$43,329.00	\$23.8815	\$45,993.70	\$24.6137	\$47,996.72
Court Officer	\$19.3112	\$37,656.84	\$20,313.00	\$39,646.04	\$21.3918	\$41,714.01	\$22.5129	\$43,900.16	\$23.7047	\$46,224.17

**7/3/2016**

2% increase

Position	Start		6 month		18 month		30 month		42 month	
	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
Chief Deputy Clerk	\$23.4886	\$45,802.77	\$24,724.80	\$48,213.36	\$26.0332	\$50,764.74	\$27,3930	\$53,916.35	\$28.8353	\$56,223.84
Deputy Court Clerk	\$20.4495	\$39,876.53	\$21,531.20	\$41,985.84	\$22.6644	\$44,195.58	\$23,8491	\$46,505.75	\$25.1060	\$48,956.70
Court Officer	\$19.6974	\$38,409.93	\$20,737.90	\$40,438.91	\$21.8196	\$42,548.22	\$22,9632	\$44,778.24	\$24.1788	\$47,148.66

Feb 11, 2016 12:50PM

#### **ARTICLE XXIX - SAVINGS CLAUSE**

IF ANY ARTICLE OR SECTION OF THIS AGREEMENT OR ANY SUPPLEMENT THERETO SHOULD BE HELD INVALID BY OPERATION OF LAW, BY ANY TRIBUNAL OF COMPETENT JURISDICTION, BY ANY COURT RULE ADOPTED, AMENDED OR SUPPLEMENTED BY THE MICHIGAN SUPREME COURT, BY ANY STATUTE WHICH IS ENACTED OR AMENDED, AND/OR BY ANY DIRECTIVE ISSUED BY THE STATE COURT ADMINISTRATOR, OR IF COMPLIANCE WITH OR ENFORCEMENT OF AN ARTICLE OR SECTION SHOULD BE RESTRAINED BY ANY TRIBUNAL OF COMPETENT JURISDICTION, THE REMAINDER OF THIS AGREEMENT AND SUPPLEMENTS SHALL NOT BE AFFECTED THEREBY, AND THE PARTIES SHALL ENTER INTO IMMEDIATE COLLECTIVE BARGAINING NEGOTIATIONS FOR THE PURPOSE OF ATTEMPTING TO ARRIVE AT A MUTUALLY SATISFACTORY REPLACEMENT FOR SUCH ARTICLE OR SECTION.

#### **ARTICLE XXX - WAIVER OF DUTY TO BARGAIN**

THE PARTIES ACKNOWLEDGE THAT DURING NEGOTIATIONS WHICH RESULTED IN THIS AGREEMENT, EACH HAD THE UNLIMITED RIGHT AND OPPORTUNITY TO MAKE DEMANDS AND PROPOSALS WITH RESPECT TO ANY SUBJECT OR MATTER OF COLLECTIVE BARGAINING, AND THAT THE UNDERSTANDING AND AGREEMENTS ARRIVED AT BY THE PARTIES AFTER THE EXERCISE OF THAT RIGHT AND OPPORTUNITY ARE SET FORTH IN THIS AGREEMENT. THEREFORE, THE EMPLOYER AND UNION, FOR THE LIFE OF THIS AGREEMENT, EACH VOLUNTARILY AND UNQUALIFIEDLY WAIVES THE RIGHT AND EACH AGREE THAT THE OTHER SHALL NOT BE OBLIGATED TO BARGAIN COLLECTIVELY WITH RESPECT TO ANY SUBJECT MATTER NOT SPECIFICALLY REFERRED TO OR COVERED IN THIS AGREEMENT, EVEN THOUGH SUCH SUBJECTS OR MATTERS MAY NOT HAVE BEEN WITHIN THE KNOWLEDGE OR CONTEMPLATION OF EITHER OR BOTH OF THE PARTIES AT THE TIME THEY NEGOTIATED OR SIGNED THIS AGREEMENT.

## **ARTICLE XXXI - LIFE INSURANCE**

EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO GROUP LIFE INSURANCE VALUED AT \$35,000. THE ENTIRE COST OF PREMIUMS FOR SAME SHALL BE ASSUMED AND PAID BY THE FUNDING UNIT, WHICH IS PRESENTLY THE CITY OF MADISON HEIGHTS. EMPLOYEES MAY PURCHASE ADDITIONAL GROUP LIFE INSURANCE THROUGH THE CITY TO THE EXTENT PERMITTED BY THE INSURANCE CARRIER, IF DESIRED. THE ADDITIONAL PREMIUM MAY BE DEDUCTED FROM THE EMPLOYEE'S PAY. THE CITY WILL PAY THE NECESSARY PREMIUMS FOR CONTINUATION OF \$35,000 LIFE INSURANCE FOR ANY EMPLOYEE DISABLED, IN ACCORDANCE WITH PROVISIONS OF THE GROUP POLICY IF SAID EMPLOYEE HAS BEEN AN EMPLOYEE FOR ONE CONTINUOUS YEAR PRIOR TO DISABLEMENT. THE INSURANCE SHALL BE PAID UP TO RETIREMENT AGE OF THE EMPLOYEE.

EMPLOYEES WITHIN THE BARGAINING UNIT COVERED BY THIS AGREEMENT WHO RETIRE WITH A CITY PENSION SHALL BE ENTITLED TO GROUP LIFE INSURANCE VALUED AT \$10,000. THE COST OF PREMIUMS SHALL BE PAID BY THE CITY OF MADISON HEIGHTS.

EFFECTIVE JULY 1, 2011, ELIMINATE RETIREE LIFE INSURANCE FOR NEW HIRES ONLY FROM OUTSIDE THE CITY'S WORKFORCE.

## **XXXII - GENERAL PROPOSAL**

THE COURT RETAINS RIGHT TO REGULATE WHO IS PART-TIME AND WHO IS FULL-TIME AND TO DETERMINE THE NUMBER OF HOURS THAT ESTABLISH PART-TIME EMPLOYMENT.

## **ARTICLE XXXIII - TERMINATION OF AGREEMENT**

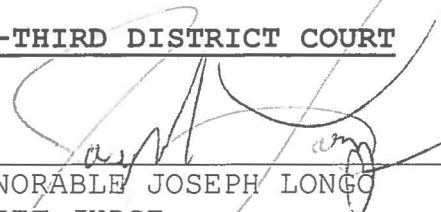
SECTION 1. THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM **JULY 1, 2013 TO JUNE 30, 2017**. THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR-TO-YEAR THEREAFTER UNLESS WRITTEN NOTICE OF DESIRE TO RENEGOTIATE OR TERMINATE THIS AGREEMENT IS SERVED ON EITHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE DATE OF THE ADOPTION OF THE CITY BUDGET FOR THE ENSUING FISCAL YEAR IN WHICH THIS AGREEMENT EXPIRES.

SECTION 2. IN THE EVENT OF AN INADVERTENT FAILURE BY EITHER PARTY TO GIVE THE NOTICE SET FORTH IN SECTION 1 OF THIS ARTICLE, SUCH PARTY MAY GIVE NOTICE AT ANY TIME PRIOR TO THE TERMINATION

OF AUTOMATIC RENEWAL DATE OF THIS AGREEMENT. IF SUCH WRITTEN NOTICE IS GIVEN IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION, THE EXPIRATION DATE OF THIS AGREEMENT SHALL BE THE 61ST DAY FOLLOWING SUCH NOTICE.

IN WITNESS WHEREOF: THE PARTIES HERETO HAVE HEREUNDER SET THEIR HANDS AND SEALS THIS 2nd DAY OF June, 2016.

**FORTY-THIRD DISTRICT COURT**

BY:   
HONORABLE JOSEPH LONGO  
CHIEF JUDGE  
43RD JUDICIAL DISTRICT

BY:   
HONORABLE KEITH P. HUNT  
PRESIDING JUDGE 43RD DISTRICT COURT

**MADISON HEIGHTS COURT CLERKS ASSOCIATION**

BY:   
VINCENT COLO  
REPRESENTATIVE  
MADISON HEIGHTS CLERKS ASSOCIATION

## **ADDENDUMS**

### TENTATIVE AGREEMENT

The Madison Heights 43<sup>rd</sup> District Court (hereinafter "Court") and the Madison Heights 43<sup>rd</sup> District Court Clerk's Union (hereinafter "Union") hereby agree, subject to ratification by the Court and by the Union, to an amendment to the existing collective bargaining agreement for the term July 1, 2013 through June 30, 2017 consisting of all terms and provisions of, and all attachments to, the existing collective bargaining agreement between the parties except for the following modifications:

1) Wages:

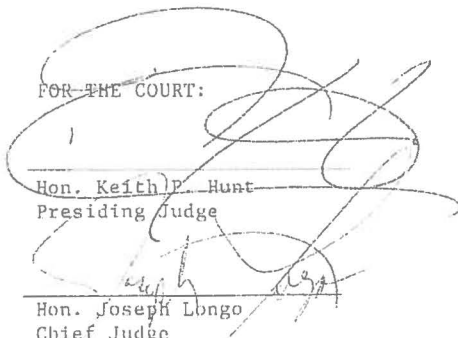
a) Wage increase of 1% for all bargaining unit employees, effective retroactive to July 1, 2015; modify Schedule "A" wage table accordingly, (see Attachment "A").

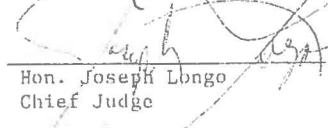
b) Ratification bonus for all bargaining unit employees who were on the payroll as of July 1, 2015, equal to 1% of employee's 7/1/15 base wage; bonus to be paid no later than 30 days after date of City ratification of this Tentative Agreement. This ratification bonus shall not be rolled into base wage, nor included in pension FAC or any other wage-based benefits.

c) Wage increase of 2% for all bargaining unit employees, effective July 1, 2016; modify Schedule "A" wage table accordingly (see Attachment "A").

2) Effective upon ratification, the City of Madison Heights contribution to the HCSP for bargaining unit members who participate in the HCSP program and were hired on or after May 24, 1999, shall be increased from \$100 per month to 3% of an employee's base pay. Should the 3% calculate at less than \$100 per month, that member will receive \$100 per month until such time that the 3% is equal to or greater than \$100 per month.

FOR THE COURT:

  
Hon. Keith P. Hunt  
Presiding Judge

  
Hon. Joseph Longo  
Chief Judge

Dated: 11-20-15

FOR THE UNION:

  
Dated: 11-13-15



### LETTER OF UNDERSTANDING

WHEREAS, the 43<sup>rd</sup> District Court and the Madison Heights Court Clerk Association have agreed to the following Letter of Understanding:

Effective April 13, 2015, all employees hired on or before May 24, 1999 that are current participants in the MERS-HCSP shall maintain their employee contribution of 1.5% as agreed upon on October 2, 2006. All employees hired after May 24, 1999 but before September 14, 1999 that are current participants in the MERS-HCSP shall maintain their employee contribution at 3.0% as agreed upon on October 2, 2006. All employees hired on May 28, 2013 or thereafter shall contribute 1% to the MERS-HCSP.

Current participants include:

Lora Van Giesen - 3%  
Tracy Sebastian - 1.5%  
Vincent Colo - 1.0%

Vincent Colo agrees that this Letter of Understanding does not affect any of his MERS-HCSP contributions made prior to April 13, 2015.

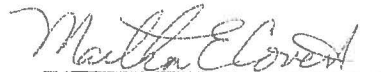
FOR THE COURT:



Hon. Keith P. Hunt  
Presiding Judge

Date: 3-24-2015

FOR THE UNION:



Martha Covert  
Representative

Date: March 23, 2015



Hon. Joseph Longo  
Chief Judge

Date: 3-24-15

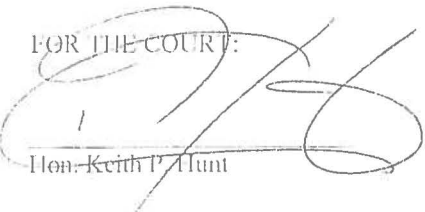
LETTER OF UNDERSTANDING

WHEREAS, 43<sup>rd</sup> District Court (hereinafter, "Court") and the Madison Heights 43<sup>rd</sup> District Court Clerks Union (hereinafter, "Union"), have agreed to the following Letter of Understanding:


1. All Members of the Bargaining Unit shall be made whole for any lost Step Increases, lost Vacation Step Increases or lost Longevity Step Increases that would have been earned since July 1, 2013 but were lost because of PA 54, if the Tentative Agreement reached between the parties presently being voted on is approved and ratified by both parties.

2. This Agreement will be null and void should either party turn down the Tentative Agreement.

FOR THE COURT:

  
Hon. Keith P. Hunt

9-3-14  
DATE

  
Hon. Joseph Longo, Chief Judge

9-17-14  
DATE

FOR THE UNION:

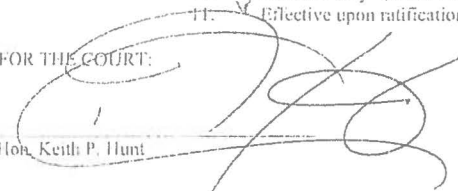
  
Martha Covert, Court Clerk  
Representative

9-2-14  
DATE


Madison Heights 43<sup>rd</sup> District Court  
and  
Madison Heights 43<sup>rd</sup> District Court Clerks Union  
2013 Contract Negotiations  
Tentative Agreement  
July 16, 2014

1. ✓ Three Year Term July 1, 2013 through June 30, 2016
2. ✓ Wage Freeze for Term of Contract
3. ✓ 20% Medical Insurance Premiums all employees (PA 152). Should PA 152 be repealed, the parties will renegotiate the impact
4. ✓ Comply with Right to Work legislation Parties shall initiate a subsequent agreement on appropriate contractual language
5. ✓ Institute mandatory direct deposit for any and all payroll checks from the City including special pays (longevity, opt-out etc.)
6. ✓ Mirroring of Retiree Health Insurance Drug Card Only for all retirees retiring after July 1, 2014.
7. ✓ Retirees who retire after July 1, 2014 must enroll in Medicare Part B upon eligibility, at the retiree's sole expense.
8. ✓ Elimination of sick leave payout for termination or voluntary quit. Payout only with minimum 15 years of service, or full pension, or in event of layoff
9. ✓ Effective January 1, 2015 provide \$125 into each employee's FSA account.
10. ✓ Effective July 1, 2015 elimination of all unpaid furlough days
11. ✓ Effective upon ratification Medical Insurance Opt Out to \$3,000

FOR THE COURT:

  
Hon. Keith P. Hunt

DATE

  
Hon. Joseph Longo, Chief Judge

DATE

FOR THE UNION:

  
Martha Covert, Court Clerk Representative

7-17-14  
DATE

#### SUPPLEMENTAL PARTICIPATION AGREEMENT

A Participation Agreement made and entered into this 7th day of December, 2011, between the 43<sup>rd</sup> District Court City of Madison Heights (hereinafter referred to as the "Participating Employer"), and City of Madison Heights (hereinafter referred to as the "Employer").

WHEREAS, there exists a Cafeteria Plan entered into on the 7th day of December, 2011, namely the City of Madison Heights Cafeteria and Flexible Spending Plan, called the "Plan," established by the Employer (a copy being attached hereto as Exhibit "A" and made a part hereof by reference); and

WHEREAS, the Plan provides that any other Participating Employer may, with the consent of the Employer, adopt the Plan and participate therein by a properly executed document evidencing said intent of said Participating Employer;

NOW, THEREFORE, the Participating Employer hereby becomes a party to the Plan, effective the 7th day of December, 2011, and the Employer hereby consents to such adoption and participation upon the following terms:

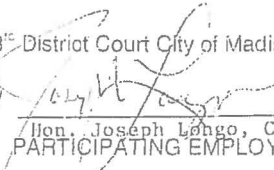
- (1) Wherever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to the Participating Employer as the "Employer" under the Plan and shall be separate and distinct from that imposed upon the Employer. It is the intention of the parties that the Participating Employer shall be a party to the Plan and treated in all respects as the Employer thereunder, with its employees to be considered as the Employees or Participants, as the case may be, thereunder. However, the participation of the Participating Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Employer, its Employees, or Participants, under the Plan.
- (2) The execution of this Agreement by this Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed by the Participating Employer, except as otherwise expressly provided herein or in any amendment that may subsequently be adopted hereto.
- (3) All actions required by the Plan to be taken by the Employer shall be effective with respect to the Participating Employer if taken by the Employer, and the Participating Employer hereby irrevocably designates the Employer as its agent for such purposes.

IN WITNESS WHEREOF, the Participating Employer and the Employer have caused this Supplemental Participation Agreement to be executed in their respective names on the day and date first above written.

Signed, sealed, and delivered in the presence of:

43<sup>rd</sup> District Court City of Madison Heights

By

  
Hon. Joseph Longo, Chief Judge  
PARTICIPATING EMPLOYER

City of Madison Heights

By

\_\_\_\_\_  
EMPLOYER

**Tentative Agreement**

**43<sup>rd</sup> District Court  
and  
43<sup>rd</sup> District Court Employees Association  
July 13, 2011  
All Provisions effective July 1, 2011 except where noted**

**TERM:**

1. 2 Year Contract (7/1/11 to 6/30/13)

**SALARY:**

2. Wage -- two year wage freeze plus five (5) unpaid furlough days as outlined in Article VI.

**PENSION:**

3. Employee pension contribution would be increased 2.5% on a pre-tax basis

**MEDICAL:**

**Active Employee Benefits**

4. Health Care Plans (effective 01/01/2012)
  - a. Community Blue 4 including:
    - \$500 (single) / \$1,000 (couple/family) deductible
    - Preventative care 100% with Health care reform rider and coinsurance at 80% in network with annual employee maximum of \$1,500 (single) / \$3,000 (couple/family)
    - \$30 office visit
    - \$150 emergency room
    - \$30 urgent care
    - Closed formulary Rx \$5 (generic) / \$40 (preferred brand) / \$80 (non-preferred brand), Mail Order Prescription Drug 90 day supply with 2 month copay (MOPD2)
  - b. Eliminate existing Blue Care Network and Flex Blue II Options
  - c. Upon contract settlement prior to July 25, 2011, no State-mandated employee premium contributions shall be imposed for the life of the contract

MEDICAL (continued)

5. Self Insure all medical plans as outlined in the Collective Bargaining Agreement at City's sole discretion
6. Effective January 1, 2012, establish Cafeteria Plan Section 125 for qualified medical expenses compliant with all IRS regulations for employees to contribute money on a pre-tax basis up to a limit set by the employer in compliance with IRS regulations and Health Care Reform. No City contribution.

Future Retiree Benefits

7. Eliminate retiree life insurance for new hires only from outside the City's workforce.

Active and Retiree Benefits

8. Language for Health Care Reform
  - A. The City shall comply with all provisions of Health Care Reform and as such health insurance plans are subject to change in order to remain in compliance with same and avoid penalties and subsidies.
  - B. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage in order to remain in compliance with Health Care Reform, and the employer or Union may reopen the contract to address Health Care Reform issues only.

New Hire Only

9. Comply with Governor's EVIP 20% premium sharing. Health care premium costs for new hires shall include a minimum employee share of 20%, OR the employer's share shall be cost competitive with the new state preferred provider organization health plan on a per-employee basis.

General Proposals

10. Court retains right to regulate who is part-time and who is full-time and to determine the number of hours that establish part-time employment. Current bargaining unit members will not be reduced to part-time.

FOR THE COURT:

HON. KEITH P. HUNT

HON. JOSEPH LONGO, CHIEF JUDGE

7-14-11

DATE

FOR THE UNION:

MATTHEW SAWICKI

7/14/11


DATE


43<sup>rd</sup> DISTRICT COURT AND  
MADISON HEIGHTS COURT CLERKS ASSOCIATION  
CONTRACT AMENDED AGREEMENT FOR JULY 1, 2010  
TO JUNE 30, 2011

The parties agree that the agreement reached on February 19, 2010 shall be amended to read as follows:

1. The MHCCA agrees that the 2% wage increase scheduled for July 1, 2010 shall be eliminated.
2. The MHCCA shall retain Life Insurance Benefits.
3. A New Article VI shall be created. Article VI shall be entitled "FURLOUGH DAYS".  
Language in Article VI shall read as follows:  
ALL BARGAINING UNIT MEMBERS SHALL TAKE, IN EACH FISCAL YEAR, 10 DAYS (75 HOURS) WITHOUT PAY, KNOWN AS FURLOUGH DAYS. THE USE AND TIME OF THESE DAYS OFF SHALL BE DETERMINED BY THE COURT, IN ITS SOLE DISCRETION, SO AS NOT TO IMPACT THE OPERATION OF THE COURT. THE 75 HOURS ANNUAL FURLOUGH TIME MAY BE TAKEN BY AN EMPLOYEE IN INCREMENTS OF NOT LESS THAN 1 HOUR. USE OF FURLOUGH TIME WILL BE REVIEWED MONTHLY BY THE COURT. IF THE COURT FEELS THAT AN EMPLOYEE HAS NOT USED AT LEAST 7.5 HOURS IN ONE MONTH, SAID EMPLOYEE MAY BE ORDERED TO TAKE ONE FULL DAY, 7.5 HOURS, IN THE NEXT MONTH. EACH EMPLOYEE MAY TAKE NO MORE THAN 7.5 HOURS FURLOUGH TIME PER CALENDAR WEEK. IT IS FURTHER AGREED AND UNDERSTOOD THAT THE USE OF UNPAID FURLOUGH DAYS SHALL NOT BE USED AGAINST AN EMPLOYEE FOR THE REQUIREMENT OF 18 PAID WORK DAYS IN A MONTH FOR BENEFITS, i.e. HEALTH INSURANCE.

All other Contract Language shall remain unchanged

  
Matthew Sawieki  
Union Representative

  
Hon. Keith P. Hunt  
Presiding Judge 43<sup>rd</sup> District Court  
Madison Heights Division  
AUG 05 2010





STATE OF MICHIGAN

DISTRICT COURT - 43RD JUDICIAL DISTRICT

MADISON HEIGHTS DIVISION

200 WEST 13 MILE ROAD MADISON HEIGHTS, MICHIGAN 48071

HON. ROBERT A. TURNER  
DISTRICT COURT JUDGE

CATHERINE SULLIVAN  
COURT ADMINISTRATOR  
PHONE (248) 583-1800  
FAX (248) 583-7721

TENTATIVE AGREEMENT

The Court and the 43<sup>rd</sup> District Court Madison Heights Court Clerks Association have reached a tentative agreement on the pending contract. The economic terms are as follows:

- 3-year contract; July 1, 2008 to June 30, 2011.
- 0% July 1, 2008 to June 30, 2009  
2% July 1, 2009 to June 30, 2010  
2% July 1, 2010 to June 30, 2011
- Employees may choose between Flexible Blue Plan 2 Medical Coverage and Blue Care Network of Michigan.

The employee will not be required to pay any percentage of applicable monthly premiums for either plan.

Each employee may choose which program they will be covered by individually.

If any employee selects the Flex Blue Plan 2 Medical Coverage, said employee shall be reimbursed by the City of Madison Heights for his/her deductible as follows:

Employee will receive 100% of his/her deductible in year one, 80% of his/her deductible in year two, and 50% of his/her deductible in year three. The reimbursement shall be distributed to a Health Savings Account (HSA) which is the property of the employee. If any employee's employment is terminated, said employee will retain his/her HSA.

Each employee may elect to switch from one health program to the other in December of each year without penalty.

If any employee opts out of the Flex Blue Plan 2 Medical Coverage, and switches to the HMO, the employee will retain his/her HSA until the amount accrued in the HSA has been spent.

- All benefits retroactive to July 1, 2009.
- All other matters remain unchanged.

By: 

Robert J. Turner  
Presiding Chief Judge 43<sup>rd</sup> Judicial District  
Madison Heights Division  
Dated: August 18, 2009

By: 

Matthew Sawicki  
Representative  
Madison Heights Clerks Association  
Dated: August 18, 2009

TENTATIVE AGREEMENT  
BETWEEN  
FORTY THIRD DISTRICT COURT  
AND  
MADISON HEIGHTS COURT CLERKS ASSOCIATION

\*\*\*\*\*

1. Contract duration of 2 years, 7/1/06 to 6/30/08
2. Compensation of 3% effective 7/1/06 and 3.5% 7/1/07
3. Life insurance increase to \$35,000; \$10,000 at retirement
4. Switch to MERS health insurance with a \$10/\$20 co-pay.
5. MERS Health Care Savings Program (MERS-HCSP) to be implemented as follows:
  - A. Mandatory to all employees hired after 10-1-06 from outside the 43<sup>rd</sup> District Court and City of Madison Heights workforce. Current employees hired after May 23, 1999, shall participate in MERS-HCSP.
  - B. For those participating in MERS-HCSP the employer shall contribute \$100 per month (\$1,200 annually) into the account and the employee may contribute up to 8% of gross salary. The employer shall pay for current employees \$1200 for each year of credit service retroactive to date of hire. Current employees will be deemed vested after 5 years of service with the employer, inclusive of prior years of service from date of this agreement. Employees hired after 10-01-06 shall require 5 years vesting. Upon termination from the court, for any reason, the employee contribution of the account would be allowable under IRS rules. Employer contribution is available after appropriate vesting period.
  - C. Upon termination from court all employees may opt to

contribute unused vacation or sick leave into the account, with no withholding taxes, including FICA and Medicare, as allowable under IRS rules.

6. Pension shall remain unchanged for current employees, except as follows:
  - A. All fulltime court employees hired after 8-1-05 may elect to participate in the Defined Contribution pension program. This election shall be irrevocable. Employer shall contribute 7% of base wage; employees may contribute up to 8% of base wage, tax free. Vesting shall be 5 years and employer contribution amounts available after vesting period.
  - B. All employees hired after 10-1-06 shall participate in the Defined Contribution pension program. Employer shall contribute 7% of base wage; employee to contribute up to 8% of base wage. Vesting shall be in 7 years and employer contribution amounts available after vesting period.
7. Increase Delta Dental coverage by \$500. Dental insurance may continue at retirement with employee liable for cost.

## LETTER OF AGREEMENT

43RD DISTRICT COURT ["District Court"]

- AND -

THE CITY OF MADISON HEIGHTS ["City"]

- AND -

THE MADISON HEIGHTS COURT CLERKS ASSOCIATION ["Union"]

RE: VOLUNTARY SEPARATION FROM EMPLOYMENT AND RETIREMENT PROGRAM

Due to economic necessity and the need for budget reduction measures, the City of Madison Heights ["City"] and the 43rd District Court ["District Court"] must address staffing issues. In order to address this current crisis, the City, through the District Court, is offering eligible employees represented by the Madison Heights Court Clerks Association ["Union"] a one-time Voluntary Separation from Employment and Retirement Program ["Program"]. Therefore, in the name of peaceful and harmonious labor relations, the parties mutually understand and agree to the following terms and conditions contained in this Letter of Agreement.

1. Pursuant to this Agreement, employees represented by the Union who are eligible for *normal retirement*, as defined under Paragraph #2 of this Agreement, by no later than April 30, 2010 and who voluntarily submit a written intent to separate from employment with the City by no later than April 30, 2010, shall be eligible to retire from the City with an effective retirement date of record of no later than July 1, 2010.
2. Under this Agreement, *normal retirement* shall be defined as satisfying one of the following requirements by April 30, 2010: (A) a minimum age of 50 with 25 years of credited service with the District Court/City, (B) a minimum age of 55 with 15 years of credited service with the District Court/City or (C) a minimum age of 60 with 10 years of credited service with the District Court/City.
3. Eligible employees retiring under this Agreement shall receive a one-time lump sum payment of separation incentive pay equal to one thousand dollars (\$1,000.00) for each full year of credited service with the District Court/City as of April 30, 2010, up to a maximum of twenty-five (25) years of credited service (i.e., twenty-five thousand dollars [\$25,000]), subject to all regular tax deductions and City withholdings.
4. Eligible employees will receive the separation incentive pay in the form of a one-time lump sum cash payment, which may be split between the final check and a 457 contribution, if the employee submits a written request, no later than his or her effective date of retirement, to receive a portion of the payment in the form of a one-time lump sum contribution to the City's 457 deferred compensation plan, offered and administered by ICMA-RC, up to the maximum amount permitted under both ICMA-RC guidelines and IRS regulations.
5. Whether in the form of a cash payment or 457 contribution, the one-time payment of separation incentive pay received under this Agreement shall not be utilized in the calculation of the employee's Final Average Compensation ["FAC"] and shall not otherwise affect or modify any other contractual or statutory wages or benefits, including but not limited to, retirement benefits.
6. Employees shall be eligible for the payout of all accrued paid leave time (i.e., vacation and sick). Paid leave time, in addition to longevity pay, shall be used in the calculation of the employee's FAC, as provided under the terms and conditions of the parties' Collective Bargaining Agreement ["CBA"]

LETTER OF AGREEMENT

43<sup>rd</sup> District Court and City of Madison Heights and MHCCA  
Voluntary Separation from Employment Program  
Page 2 of 2

Employees retiring under this Agreement shall receive the health insurance offered to active employees represented by the Union on June 30, 2010. Specifically, eligible retirees who retire under this Agreement will receive a health benefit plan equal to the benefit provided under either the Blue Care Network -- HMO plan or the Blue Cross Blue Shield of Michigan -- Flexible Blue 2 -- PPO plan with corresponding Health Savings Account ("HSA"), if eligible for an HSA under IRS regulations.

Employees retiring under this Agreement will receive a \$10 generic and \$40 brand name closed formulary drug card with their health insurance plan.

To be eligible for and receive the separation incentive pay, employees retiring under this Agreement must complete, sign and submit the required "Separation Agreement and Release and Waiver of Claims" form to the City's Human Resources Department no later than 4:00 p.m. on Friday, April 30, 2010.

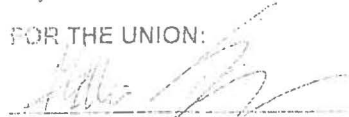
Employees retiring under this Agreement shall have no recall rights to employment with either the District Court or the City in any capacity. In the event an employee returns to employment with the District Court or the City, he or she shall be regarded and treated as a new hire with no prior service credit.

Except as indicated under this Agreement, no terms or conditions of the parties' CBA nor any existing practices or procedures will be amended, modified, altered or changed by the execution of this Agreement.

By virtue of the parties' mutual agreement, the Union agrees not to initiate any grievance, unfair labor practice charge, civil action or any other type of litigation against the 43<sup>rd</sup> District Court or the City of Madison Heights regarding any issues in any way related to the subject matter of this Agreement, except enforcement and/or a breach of the terms of this Agreement.


This Agreement shall not serve as precedent in any other matter and is without any evidentiary value, except as may arise from the application or enforcement of this Agreement. The Union agrees not to use or cite this Agreement in any other proceeding of any kind.

FOR THE UNION:

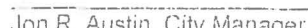
  
Matthew Sawick, Union Representative  
Madison Heights Court Clerks Association

DATED: 4/20/10

FOR THE DISTRICT COURT AND CITY:

  
Robert J. Turner, Presiding Judge  
43rd District Court

DATED: 4/20/10

  
Jon R. Austin, City Manager  
City of Madison Heights

DATED: \_\_\_\_\_