

AGREEMENT

BETWEEN

50TH DISTRICT COURT
PONTIAC, MICHIGAN

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

REPRESENTING

50TH DISTRICT COURT EMPLOYEES

JULY 1, 2010 THROUGH JUNE 30, 2016

50th District Court
Michigan Association of Public Employees
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ARTICLE I
PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the 50th District Court, Pontiac, Michigan, hereinafter referred to as the "Court" and the 50th District Court Employees, affiliated with the Michigan Association of Public Employees (MAPE), hereinafter referred to as the "Union," pursuant to Public Employment Relations Act as amended.

This agreement shall be administered by the Court Administrator and/or his or her designee.

- 1.2 The purpose of this Working Agreement between the Court and the Union is to promote and insure a spirit of confidence and cooperation; to establish uniform and equitable rates of pay and hours of work; and to provide a method for the redress of any grievance.

ARTICLE II
RECOGNITION

- 2.1 Bargaining Unit. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, as amended, the 50th District Court, hereinafter referred to as the "Court," does hereby recognize the 50th District Court Employees, affiliated with the Michigan Association of Public Employees (MAPE), hereinafter referred to as the "Union," as the sole and exclusive representative for the purpose of collective bargaining with respect to rates for pay, wages, hours of employment and other conditions of employment for:

- A. All employees employed by the 50th District Court, including Probation Officer I, Probation Officer II, Probation Officer III, Court Clerk I, Chief Account Clerk, Court Cashier, Court Officer, Court Security Officer.

Effective July 1, 2002, Court Clerk I, Court Clerk II and Court Clerk III classifications shall be replaced by the Court Clerk classification #241.

- B. Excluding: Administrator, Elected Officials, Confidential and Supervisors as defined by the Commission and all other employees, including part-time and temporary employees.
- C. Part-time employees are those persons who are hired by the Court who normally work thirty (30) hours per week or less.
- D. Temporary employees are those persons hired by the Court to temporarily replace full-time or part-time employees who are absent from work, or to handle temporarily increased workloads and who work no longer than twelve (12) continuous months.
- E. Temporary employees who work more than twelve (12) consecutive months will have their employment terminated or be considered full-time members effective on their anniversary date.

ARTICLE III AID TO OTHER UNIONS

- 3.1 The Court agrees that it will not negotiate with any other Union, individual or group of individuals concerning the subject matter of this contract and that neither the Court nor its officials or agents shall promote, assist, aid, foster or recognize any other Union in any respect affecting the purpose of this contract as long as this Union is the legally designated representative.

ARTICLE IV DISCRIMINATION

- 4.1 No person employed by the Court nor applicant for Court employment shall be discriminated against because of race, creed, color, sex, national origin, organizational activity, political affiliation, religious belief or religious affiliation, or individual bias.

ARTICLE V UNION SECURITY

- 5.1 Union Security. Present employees covered by this Agreement shall as a condition of employment either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of the Agreement.

- A. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall as a condition of employment become members of the Union, or pay the equivalent of the Union's regular monthly dues, referred to as a service fee, to the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the Unit.
- B. The Union will protect and save harmless the Court from any and all claims, demands, suits, and other form of liability by reason of action taken by the Court for the purpose of complying with Article II of this Agreement, including, but not limited to costs of litigation, attorney fees and judgments, if any.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 Grievance Procedure. Should differences arise between the Court and the Union during the term of this Agreement as to the interpretation and application of the provisions of this Agreement, an earnest effort shall be made to resolve such promptly in the following manner:

STEP ONE - Oral Discussion with Supervisor. Employees who believe that any provision of this Agreement has not been properly applied or interpreted toward them may discuss their complaint with the Supervisor with or without the steward within ten (10) days of the grievance, or knowledge of the grievance. Both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The Supervisor shall make arrangements for the employee and/or steward to be off the job to discuss the complaint.

- A. In cases where the steward or chapter chairperson is involved, time shall be allowed off the job without loss of time or pay to process grievances that may arise under this Agreement. This privilege shall not be abused.
- B. The Supervisor shall make an oral reply within fifteen (15) calendar days, and if accepted by the employee and the steward, the matter shall terminate.

STEP TWO - Written Grievance to Court Administrator. If the matter is not satisfactorily settled, a grievance may be submitted, in written form, by the steward to the Court Administrator within three (3) working days. The written grievance shall set forth the nature of the grievance, the adjustment sought, the date of the matter complained of, identify the employee or employees involved by name, and the provisions of this Agreement that the Union claims the Employer has violated. The grievance shall be signed by the employee and/or the steward.

- A. The Court Administrator's answer shall set forth the facts taken into account in answering the grievance. The written answer shall be presented to the steward within three (3) working days and if accepted by the employee and the steward, the matter shall terminate.

STEP THREE - Written Grievance to the Chief Judge. If the Court Administrator's reply is not accepted, the Union may submit the grievance to the Chief Judge, within five (5) working days after the decision in writing rendered in Step Two, or date said decision was due. A meeting between the Chief Judge and Court Administrator, the employee, and the steward and the Chapter Chairperson for the Union shall take place within seven (7) working days from the date such meeting is requested by the Union. The Union may include a representative of the Court and/or MAPE. The Union representative may meet at a place on the Employer's property immediately preceding a meeting with the representatives of the Court. The Chief Judge shall give his written answer within seven (7) working days from the date of the third step meeting.

STEP FOUR - Arbitration. The disposition of any grievance made in accordance with the provision of Step Three above shall be considered as final and binding unless the Union, within twenty (20) calendar days, notifies in written form the Court of the Union's intent to arbitrate the matter. The grievance shall be submitted to the Federal Mediation and Conciliation Service within a reasonable period of time thereafter. The selection of the arbitrator shall be in accordance with FMCS rules and regulations. The decision of such arbitrator will be final and binding upon both parties. The expense of such arbitrator will be shared equally between the Court and the Union.

- A. Powers of the Arbitrator. The arbitrator shall conduct the arbitration in accordance with the labor arbitration rules and regulations of the FMCS. It is agreed that the arbitrator shall have authority only to settle disputes arising under this Agreement concerning the interpretation and application of the Agreement to the facts of the particular grievance involved. The arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. The

Court and the Union shall not be permitted to assert or rely on any grievance not previously disclosed to the other party.

6.2 Grievance Procedure – Limitations

- A. Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- B. Any grievance under this Agreement, which is not presented within ten (10) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance.
- C. The time elements in any of the grievance steps can be shortened or extended by mutual agreement, in writing, at the time the Agreement is reached.
- D. Any final decision rendered pursuant to the first two steps of the grievance procedure, as herein above outlined, shall be applicable to that grievance only. The withdrawal of a grievance at any step by an employee or the Chapter Chairperson prior to a decision by the Court or the arbitrator shall be considered a withdrawal without prejudice. However, the grievance, once withdrawn, may not be reinstated.
- E. If the Court's disposition of a grievance is not appealed within the time limits specified, the grievance shall be considered dropped and not subject to be resubmitted. If the Court fails to dispose of a grievance within the time limitations prescribed herein, the grievance may be appealed to the next step within the time limits provided for such appeal.
- F. In the case of a pay shortage in which the employee would not have been aware before receiving the pay, any adjustment made shall be retroactive to the beginning of the pay period covered by such pay, if a grievance is filed within the ten (10) working days within receipt of such paycheck. All claims for back wages shall be limited to the amount of wages that the employee otherwise should have earned during the period.
- G. No employee shall lose pay for participating in grievance meetings, which occur during regular working hours. During arbitration hearings, employees other than the aggrieved party and Chapter Chairperson shall be considered witnesses. Witnesses shall not lose time or pay during regular work hours

for arbitration hearings, provided the time spent in said hearings is limited to their direct testimony.

- H. All arbitration cases shall be heard on Court property.

ARTICLE VII **REPRESENTATION**

- 7.1 Representation. Employees in the bargaining unit shall be represented by the Chapter Chairperson and a steward, and in the absence of the steward, an alternate steward. These representatives will be selected by the Union from bargaining unit members with seniority. The Court will recognize only those Union representatives whose names have been submitted in writing to the Court Administrator.
- 7.2 Union Activities on Employer's Time and Premises. The Court agrees that during working hours, on its premises, and without loss of pay, designated Union representatives shall be allowed to:
- A. Attend negotiating meetings with the Court.
 - B. Prepare and transmit communications authorized by the local union or its officers to court officials. Union chairperson and the negotiation team may prepare contract demands at the office of MAPE upon management's approval.
 - C. Attend meetings as requested by the Chief Judge.
 - D. The Employer agrees that accredited representatives of the MAPE shall have access to the premises of the Court during working hours to conduct prearranged Union-Management business, and where approval is granted, Union business. Upon arrival, the Union representative will notify the office of the Court Administrator in person or by phone.
 - E. Investigate and present grievances.
 - 1. If the immediate investigation of the grievance will disrupt a court session, the Union representative and the Court Administrator will agree upon a time for the representative to investigate the grievance, which will be no later than 12:00 noon the following work day.

- 7.3 Special Conferences. Special conferences may be arranged monthly between the Chapter Chairperson and the Court Administrator. Arrangements for such special conferences shall be made in advance and matters to be discussed at the conference shall be presented at the time the conference is requested in writing.
- A. The members of the Union shall not lose time or pay for the time spent in such special conferences if said conferences are held during their regular scheduled shift.
 - B. The Union shall be represented by the Chapter Chairperson and no other Union member and the Court shall be represented by the Court Administrator and the Chief Judge. These conferences may be attended by representatives of MAPE and by representatives of the Chief Judge.
 - C. Conferences shall be scheduled during working hours but shall not disrupt the operation of the Court, or at such other times as mutually agreeable to the parties.

ARTICLE VIII

SENIORITY

- 8.1 Definition of Seniority. Seniority is preference or priority in length of service, which assigns to permanent employees certain definite rights in matters, or promotions, reassignments, leave preferences and other considerations attendant to the factor of seniority. Seniority shall be on a Court-wide basis, providing an employee has the qualifications and ability to perform in the position for which the employee claims seniority.
- A. A new employee shall be considered as a probationary employee for the first six (6) months of employment. There shall be no seniority among probationary employees. When an employee completes the probationary period, the employee's name shall be included on the seniority list of the unit and shall receive seniority from the date of initial employment. A probationary employee may not exercise any rights under said contract, unless and until probationary period of six (6) months has successfully been completed, with the exception of health insurance benefits and optical, according to the terms of this agreement.
 - B. In case a probationary employee feels the employee has been laid off or dismissed unjustly and written evidence is presented to the

Court Administrator to substantiate the claim, it shall be the duty of the Court Administrator to investigate this written evidence and notify the employee of the findings.

8.2 Seniority Lists.

- A. Seniority shall not be affected by race, sex, age, religion or marital status.
- B. The seniority list on the date of this Agreement will show the names and classification of all employees of the Unit entitled to seniority.
- C. The Court will provide the Union with up-to-date seniority lists within a reasonable time upon request.

8.3 Loss of Seniority.

- A. An employee shall lose seniority for the following reasons:
 - 1. Resignation.
 - 2. Discharge.
 - 3. Absence for three (3) consecutive working days without notifying the Court. After such absence, the Court Administrator will send written notification to the employee, at the last known address, that the employee is considered to have resigned.
 - 4. Failure to return to work when recalled from layoff at the same or a higher rate of pay within five (5) working days after the date of notification to report.
 - 5. An employee failing to return from a sick leave or other leave of absence within three (3) working days of scheduled return date shall be considered to have resigned. In such cases, the Court will send written notification to the employee, at the last known address, that the employee is considered to have resigned.
 - 6. Retirement.

- B. In the application of the provisions of this section, due consideration will be given to extenuating circumstances as determined by the Court.
- 8.4 Shift Preference. In any department where employees work different shifts, the senior employees shall have preference as to which shift they desire to work in descending order of seniority status. Shift preference may be exercised only once during any six month period.
- 8.5 Seniority of Officers. Notwithstanding their positions on the seniority list, elected officials of the Union shall, in the event of layoff only, be continued on the job provided they can perform the work in the classification available.
- 8.6 Layoff and Recall.
- A. In the event layoffs become necessary, senior employees shall be entitled to transfer to any other jobs, in equal or lower classifications, in their bargaining unit held by less senior employees, provided they are able to perform the duties. Layoffs and recall shall be made in conformity with the principle of seniority, i.e., the last one hired being the first one laid off, and the first one laid off shall be the last one recalled.
- B. No new employee will be hired by the Court as long as there are employees laid off who have seniority and can perform the duties of the position. The Union shall be notified, in writing, twenty-eight (28) calendar days in advance, if conditions allow, of any layoffs to allow them to work closely with the Court and/or Department to correctly align the determining conditions of the layoff. If employees are to be laid off, a fourteen (14) calendar day written notice shall be given of the date when their services shall no longer be required.
- C. When an employee is being laid off because the duties of the classification held are being eliminated, the employee shall be placed in the same position in any other place where the same position is being held by an employee with less seniority, without written, oral or physical examination.
- D. If there is no position available, the employee involved should have the choice of taking voluntary demotion, if possible, or a layoff; however, as soon as a position is available in the former class, the

employee will be transferred to it without unreasonable delay and without examination.

- E. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an individual employee, within five (5) working days of the date of return, fails to return to work, the employee shall be considered to have resigned, except in cases of hardship or other inability to return as determined by the Court.

8.7 Transfers.

- A. If an employee is transferred to a position represented by another labor union under the Court, not included within the unit, and is thereafter transferred again to a position within the unit, the employee shall have accumulated seniority while working in the position to which the employee has transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Employees transferred to positions in the unit not represented by any other labor organization shall retain and accumulate only that seniority which was earned in the unit.
- B. The Court will give fair and proper consideration to employees requesting transfers who fulfill the minimum qualifications for the vacant position to which they wish to transfer. Such employees should make application to the Court Administrator stating their desires, qualifications and experience.
- C. If any employee's request for transfer is denied, such denial must be sent to the employee stating reasons for denial in writing.
- D. Transfers Out of the Bargaining Unit. If an employee is transferred to a position under the Court not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the position to which the employee was transferred.

Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

8.8 Military Veterans

- A. The length of an employee's service with the Armed Forces of the United States or enforced military training, which interrupted the employee's employment with the Court, shall be included in the computations of the length of service within the Court to determine status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of military status, but upon termination of such service, shall be reemployed by the Court provided the employee has been honorably discharged from the service and reports to work within ninety (90) days after discharge.
- B. An employee within the unit being inducted into the service may arrange for a leave to begin up to thirty (30) days prior to the induction date.
- C. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete the probationary period and upon completing it will have seniority equal to the time spent in the Armed Forces added to the employee's total seniority, provided the employee has been honorably discharged from the service and reports for work within ninety (90) days after discharge.
- D. Except as herein above provided, the reemployment rights of such employees and probationary employees, will be limited by applicable laws and regulations.

8.9 Seniority Records. Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated.

- A. A seniority list for all employees under this Agreement shall be submitted by the Court to the Union and posted semi-annually.
- B. The Court shall present the Union each month with a list of employees involved in the following transactions:
 - 1. Employees hired or rehired or temporary employees as they become regular employees.
 - 2. Employees going to or returning from military service.
 - 3. Employees transferred out of the bargaining unit.

4. Employees who for any reason separate from the Court.
 5. Employees going or returning from leaves of absence.
 6. Promotions.
 7. Loss of seniority.
- C. The seniority list shall be established in accordance with seniority dates.

8.10 Pay and Service Credit.

- A. Service credit for pay purposes shall begin from the time of appointment to a new position but shall not accrue during time of leave of absence without pay longer than two (2) weeks, except for compensable duty-incurred illness or injury. Pay increases shall become effective at the beginning of a pay period.
- B. Nothing in this article shall restrict the parties' mutual written agreement to waive any portion of this article.

ARTICLE IX
HOURS OF WORK

9.1 Hours.

- A. The Court shall implement staggered start/end times for bargaining unit employees. For example, some employees shall start at 8:00 a.m. and end at 4:30 p.m., while others shall start at 8:30 a.m. and work until 5:00 p.m. The workday shall be 8.5 hours in length. The standard workweek shall consist of five consecutive duty days.
- B. If Saturdays are scheduled as regular workdays by order of the Court, only those employees necessary to support the open Court functions will be so scheduled.
- C. In the event, by order of the Court and/or the appropriate state body, it is mandated that compliance with the Michigan State Law (M.S.A. 27A 8202) that required employees to work evenings

and/or Saturdays, in the contract at this time will be reopened for negotiations of this section only.

- 9.2 Relief and Lunch Periods. All bargaining unit employees shall receive one (1) fifteen minute relief period in each half of the duty day. Relief periods shall be scheduled by the Court. Scheduling of relief periods shall not be used as a disciplinary measure.

A. Employees in the bargaining unit shall be provided a one-hour lunch period (half of which is to be paid).

- 9.3 Overtime. Overtime is authorized time worked in excess of forty (40) hours per week beginning with the ending time of the employee's shift, except in cases where a routine and regular previously assigned shift change occurs and results in time in excess of forty (40) hours. Employees who have worked forty (40) regular hours shall be paid the rate of time-and-one-half for all time worked on the sixth (6th) day of the scheduled work week.

A. Employees who have worked forty (40) regular hours during their scheduled workweek shall be paid at the rate of double time for all time worked on the seventh (7th) day of the scheduled workweek. Authorized vacation, sick leave, and holidays shall be considered as time worked.

B. Employees shall work overtime when necessary and overtime on any job shall be allocated as evenly as possible among all employees qualified to do the work. Overtime shall be paid on the basis of one-tenth (1/10) of an hour. It shall be the responsibility of the Court Administrator to post overtime lists with bi-pay period adjustments.

C. Employees needed to work overtime will be selected in the following manner:

1. Employees in each division will be placed on an overtime list by classification and seniority. In the event overtime is required in a certain classification, employees so classified will be asked to work in accordance with their seniority and hours of overtime previously worked. Any employee refusing to work overtime will be charged with the number of hours actually worked. If no employee agrees to work, the lowest employee in seniority available will be required to work the overtime.

D. An employee may, at the employee's option, receive overtime payment in compensatory time off instead of cash; however, all compensatory time accrued must be used in the same calendar year it is earned or it will be paid in cash at the end of that calendar year. No compensatory time earned in a calendar year may be carried over to the next calendar year,

E. Employees must actually work and be physically present at work for forty (40) hours during a regular work week in order to receive overtime pay or compensatory pay.

1. If the employee is off work during the work week for any reason, time worked in excess of 40 hours will be used to offset the time the employee was off from work.

Example: Employee is off eight (8) hours, i.e., sick leave, vacation leave, etc, but actually works 36 hours after the off day during the week. The employee will receive straight time pay for forty (40) hours (which includes 4 hours for the sick/vacation, etc., leave) and will have the appropriate leave bank reimbursed 4 hours. The employee will receive no overtime compensation or compensatory time.

For the purpose of computing overtime, compelled absences for furlough days and regularly scheduled holidays will count as time worked. Voluntary furlough days **will not** count as time worked.

9.4 Call Back Time. Employees called back outside of their regular hours shall be paid overtime rates for the total time worked, with a minimum of three (3) hours at time-and-one-half for each call back. Overtime rates shall be discontinued at the beginning of a regular workday. Where possible, call back time shall be evenly distributed among employees.

9.5 Discipline. The Court shall not discipline or discharge a bargaining unit employee without just cause. Should it become necessary for the Court to discipline an employee, the following procedure will generally be adhered to:

A. It shall be the policy of the Court to warn an employee orally for the first offense; to give at least one (1) written warning for a second offense; to give suspension not to exceed three (3) days for

the third offense; to give suspension not to exceed two (2) weeks for the fourth offense; and finally, more severe discipline.

- B. Nothing in this section, however, shall prevent the Court Administrator from appropriately disciplining an employee immediately should circumstances warrant, nor from modifying or giving lesser discipline, if warranted.
- C. It shall be understood that an employee shall be given a reasonable opportunity to have a union official present during any act of suspension, dismissal, or any formal discipline.
- D. In imposing any discipline on a current charge, management will not take into account any prior infractions in the course of their employment with the Court, which occurred more than thirty (30) months previously.
- E. Copies of all reprimands and other disciplinary action taken against employees shall be sent to the Chairperson.
- F. When an employee is disciplined, all incidents bringing about the discipline must be thoroughly discussed with the employee and Union Representative by the supervisor administering the discipline.

9.6 General Records. Personnel records, except those which must be kept at department or division offices; such as overtime records, employee evaluations, etc., shall be maintained by the Personnel Department. Any question an employee may have regarding his/her personal history records will be referred to his/her immediate supervisor for answers. Should it become necessary for an employee to examine his/her records, it will also be arranged through his/her immediate supervisor. Such business should be completed within three (3) duty days.

9.7 Supervisory Duties.

- A. Supervisors shall not perform duties done by subordinates except in cases of real emergency or reduction of work force. Supervisory personnel shall not spend a majority of their time engaged in work activities consistently and routinely performed by their subordinates.
- B. The intent of the above provision is not to use supervisors in place of bargaining unit employees on jobs where employees are laid off,

nor use supervisors to replace bargaining unit employees to avoid extended periods of overtime, or any call-in time.

C. Certain misunderstandings have occurred in the past with respect to this provision. In order to reduce to a minimum any misunderstandings in this regard in the future, all alleged departures from this policy shall immediately be taken up in the following manner:

1. With the supervisor involved.
2. With the Court Administrator, if not satisfactorily disposed of.
3. With the Chief Judge, if necessary.
4. By arbitration, if necessary.

9.8 In-Classification Training. In offices where employees are identically classified, they may be trained upon their request, in all aspects of their classifications to the extent that it is possible. Requests for training should be in writing and submitted to the immediate supervisor.

ARTICLE X

PROMOTIONS

10.1 Job Posting of Vacancies. Vacancies shall be posted within five (5) working days after a vacancy occurs when it is determined that vacancies will be filled. Said vacancy shall be posted in all work areas on Union bulletin boards and shall be filled within thirty (30) calendar days after the closing of the posting, either by the transfer procedure or promotional procedure. If a vacant position cannot be filled by either transfer or promotion, then the vacant position may be filled by a new hire.

- A. The posted notice shall set forth the job title, location of opening, the rate of pay and qualifications.
- B. Job vacancies will be posted for a period of seven (7) working days. Employees interested in the vacancy shall apply within the seven (7) workday period.
- C. If an employee is on vacation, sick leave or absence and wishes to be considered for the vacancies that occur during the absence, the employee will notify the Court Administrator, in writing, of the

desire to be notified of all vacancies and the Court Administrator will notify the employee of all openings that occur during the absence.

- 10.2 Bidding for Vacancies. Employees interested in the position shall apply for the position within the seven (7) working days' posting period. The position shall be given to the most senior and qualified employee. The successful bidder shall be granted a ninety (90) day probationary period. Upon failure to satisfactorily complete the ninety (90) day probationary period on the new job, an employee who has been promoted will be returned to the employee's former position; however, if the former position is not available, the employee may be transferred to a similar position.
- A. Once in the new position, employees shall receive the appropriate rate for the job they are performing. The appropriate rate will be the rate in the new classification that affords the employee an increase in salary.
 - B. It is understood that the selection of Court Officer I, Class Code 0179, shall be at the discretion of the Chief Judge pursuant to Michigan Court Rule 8.110.
- 10.3 Underutilization. When examinations are undertaken to fill positions wherein any group of employees is underutilized, a selection may be made from the top three (3) candidates who successfully complete the examination.
- A. Should it occur that no target group employees are among the top three (3) candidates, the candidate receiving the highest score will be selected for the position.
 - B. When an examination is given pursuant to Section 10.3 above, the Chairperson shall be notified in advance of the examination or selection.
- 10.4 Working Out of Classification. An employee shall not be required to perform in a position above the employee's classification without the employee's consent.
- A. When an employee performs temporarily in a position in a higher classification for periods exceeding one (1) week (when over one (1) week, then retroactive for the entire period) except in situations where the employee is being trained, the employee shall receive an

increment in wages within the salary range for the higher position. If an employee requests and receives a lateral transfer between Court divisions, such employee must remain in that position for a period of six (6) months from date of transfer. This does not prohibit the employee from being promoted during this six (6) month period.

10.5 Reclassification. An employee may request a review of the employee's position if it is felt that the duties represent a change in work responsibilities or an error in classification. The audit shall take place within forty (40) working days after the request for an audit is submitted.

A. If it is determined that the duties of the employee fall within a higher classification, the employee will be reclassified to the higher position. Since this is not a promotion but a re-audit and reclassification, the position shall not be posted and no examination shall be required. The adjustments, if any, will be effective the pay period nearest the date the audit was requested.

B. The pay step in the reclassified position shall be that of the former position.

10.6 General Classification Surveys. The Union shall be given advance notice of any proposed internal general survey of employee classification or change in position titles. Before any changes become effective, they shall be negotiated and agreed upon by both parties. However, if the change cannot be agreed upon within fourteen (14) working days, the issues may then be referred to arbitration in accordance with the procedure set forth in Article VI, Section 6.1.

10.7 New Classification. When a new classification is established by the Employer, the parties shall meet to determine whether or not the classification should be included or excluded from the bargaining unit.

If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

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

ARTICLE XI
LEAVES OF ABSENCE

11.1 Requesting Leave of Absence. Upon request, the Court Administrator may grant leave of absence, without pay, to an employee for up to two (2) weeks in duration. When a leave is to extend beyond two (2) weeks it must also be approved by the Court Administrator. A leave of absence may extend up to six (6) months in duration and may be renewed upon application. Leaves of absence may be granted for unforeseen emergencies or unusual circumstances upon proper showing to the Court Administrator. Said leaves shall not unreasonably impair the operation of the Court. Unless the situation is of a dire nature, the employee is expected to request such a leave at least thirty (30) days in advance. No leave may be granted before an employee has completed his/her probationary period, except for emergencies and with specific recommendation by the Court Administrator. Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. Unpaid leave for illness, injury, or military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

A. Any employee with seniority elected to public office may make written application for a leave of absence without pay for the period of the first term of active service in such elective office. Additional leaves of absence for service in an elective public office may be granted upon written application by the employee to the Court Administrator.

An employee, under the provisions of paragraph A, shall be guaranteed reemployment at the end of the leave at the then current rate of pay which the employee is entitled on the basis of seniority. Seniority shall accumulate during the period of such leaves.

11.2 Leave for Union Officials. Leaves of absence for periods not to exceed two (2) years will be granted, without loss of seniority, to employees holding an elective Union office. Such leaves may be extended in two-year units upon proper application. (They shall be allowed to continue in the Court's insurance program without loss by the payment of premiums.)

A. The President of the Union shall be granted reasonable time off without pay to attend meetings of organizations of which the Union is an affiliate or other Union-related business.

- 11.3 Leave for Reserve or National Guard Duty. Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard when they are on full-time active duty in the Reserve or National Guard during the normal workweek, provided proof of service and pay is submitted or if called for any State or National emergency. This leave shall not exceed ten (10) workdays in any twelve (12) month period; except that in the event of the State or National emergency, consideration will be given for an extension of this period on an individual basis.
- 11.4 Leave for Jury Duty. The Court shall pay any employee who is required to serve on a Jury Panel the difference between the Jury Duty fee and the employee's regular wages.
- 11.5 Family and Medical Leave Act. The 50th District Court will abide by the guidelines of the Family and Medical Leave Act of 1993. Leaves under the contract will be counted towards the employees' entitlement under the Family and Medical Leave Act.
- 11.6 Educational Leave of Absence. Employees with seniority who desire to further their education may make application for a leave of absence for that purpose. One continuous leave of absence for reason of educational leave may be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves may be granted in the sole discretion of the Court.
- 11.7 Payment of Insurance Premiums While on Leave. An employee on leave without pay for non-service connected illness or disability shall have his/her COPS Medical Plan B benefits paid in full by the Court for the first six (6) months of such leaves. The Court will also pay its portion of an employee's life insurance premium for six (6) months. If an employee is laid off, the Court will continue to pay COPS Medical Plan B premiums and its portion of Aetna Life Insurance Premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the insurance plans by paying his/her premiums to the Court. An employee on leave for reasons other than mentioned in this section may remain a member of the Court's insurance group by paying full insurance premiums to the Court when due.

ARTICLE XII
FRINGE BENEFITS

- 12.1 Vacation Leave. All regular employees covered by this Agreement shall earn Vacation Leave in the following manner:
- A. Those employees with less than three (3) years service shall earn vacation leave at the rate of ten (10) days per year, one (1) day vacation for every twenty-six (26) days worked.
 - B. Those employees with more than three (3) years service but less than eight (8) years service shall earn vacation leave at the rate of fifteen (15) days per year, one (1) day vacation for every seventeen (17) days worked.
 - C. Those employees with more than eight (8) years service but less than fourteen (14) years of service shall earn vacation leave at the rate of twenty (20) days per year, one (1) day for every thirteen (13) days worked.
 - D. Those employees with more than fourteen (14) years service but less than eighteen (18) years shall earn vacation leave at the rate of twenty-five (25) days per year, one (1) day for every ten (10) days worked.
 - E. At the start of an employee's eighteenth (18th) year they shall accrue an additional one (1) day vacation leave per year for the next five (5) years of service, (five (5) additional days total at the twenty-second (22nd) year.
 - F. Regular employees serving their probationary period shall, at the completion of their probation, have posted to their account the vacation leave earned during that period. Accrued leave may not be used during that period.
 - G. Service credit for vacation leave for regular employees will not accrue during any leave of absence without pay longer than two (2) weeks, including disciplinary suspension and layoff.
 - H. Posting Vacation Leave. Earned vacation leave will be posted to each regular employee's account on the anniversary date of his/her employment as noted in Article XII, Section 12.1 (E). Intermediate postings may be made as necessary.

- I. Banking Vacation Leave. Vacation time of more than one week cannot be accumulated and carried into the following calendar year. Time accumulated must be used within the first quarter of the following calendar year.
 1. In the event an employee does not comply with paragraph I, the employee's supervisor will schedule vacation leave for the employee.
- J. Requesting Use of Vacation Leave. Employees may take vacations any time of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time chosen is agreeable to the Court. Seniority shall be the prevailing factor in determining conflicting desires in accordance with the following procedures:
 1. Employees shall make application for vacation time off in weekly increments. Weekly vacation must be requested thirty (30) calendar days prior to their desired date indicating at least a first and alternate choice.

In exceptional circumstances, a request for a single vacation day off may be submitted to the Chief Judge for consideration.

The request shall be submitted at least 24 hours in advance.
 2. In the event that more employees apply for time off than can be spared at a given time, seniority will be the basis for resolving priority of applications.
 3. Upon an employee's termination of employment all vacation earned shall be paid to the employee or the employee's estate.
 4. Each employee will be given a written disposition of the employee's request within five (5) working days of the vacation application.
 5. All requests for vacation made with notice of less than thirty (30) days will be handled on a first-come, first-serve basis and seniority will not be the prevailing factor.

6. Vacation time will not be approved on a same day basis. To be paid for vacation time, the vacation time must be approved at least one (1) day prior to the requested vacation time.

If vacation time is denied, and an employee is absent during the previously denied vacation time, the employee shall be required to present proof of the reason for being absent.

12.2 Sick Leave. In accordance with the following provisions:

- A. Regular employees shall earn sick leave on the basis of one (1) work day for each completed month of service.
- B. There may be an accumulation of one hundred fifty (150) days sick leave.
- C. Any employees having accumulated the maximum allowable number of sick days as provided for in this Agreement and hereinafter called the "primary bank" shall be entitled to all rights and benefits provided for said primary bank. Additionally, an employee having so qualified shall be allowed to begin to accrue sick leave days in an account hereinafter called the "secondary bank". Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:
 1. Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.
 2. Sick leave accrued in the secondary bank shall have no monetary value whatsoever except as qualified in paragraph 3 and shall not be counted in any way with the primary bank for any reason.
 3. The only value of the secondary bank shall be its use to provide compensation for approved absences due to illness.
 4. The secondary bank shall be considered exhausted upon an employee's separation from the service of the Court.
- D. Sick leave shall not be granted during the probationary period but that number accrued shall be posted to the employee's credit when the probationary period has been completed.

- E. Sick leave shall be charged in amounts of one-half (1/2) day for absence on a duty day of two to five hours and a full day for absence of over five (5) hours. An employee who has reported for duty at the beginning of the shift will be allowed to use sick leave in units of one (1) hour or more.
- F. Sick leave may be used in case of personal illness of an employee or when required to attend to a member of the immediate family who is ill or incapacitated.
- G. The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister and grandparents. This will also include any other relative permanently living in the same household.
- H. To be paid for sick leave, an employee or member of his/her immediate family must call the Court Administrator, Assistant Court Administrator or the Office Manager, not later than one-half (1/2) hour after the beginning of the shift.
- I. Vacation time may be used as sick leave when requested, whenever absence due to illness exceeds the amount of paid sick leave earned and authorized.
- J. All unused sick leave shall be credited to any employee recalled from layoff, transferred to another department, or returned from a leave of absence.
- K. Sick leave without pay may be authorized with the approval of the Court Administrator after all paid sick, vacation and/or other paid leave time has been exhausted. Unpaid sick leave not to exceed six (6) months may be granted at the request of an employee with a statement from a licensed physician indicating that such leave is necessary. The leave may be extended an additional four (4) months with further documentation from the employee's physician as to why the extension is necessary. In no case shall unpaid sick leave be granted for a period exceeding ten (10) months.
- L. Employees retiring under the Pension System shall receive pay from the Court for fifty (50%) percent of their accumulated sick leave as shown on the records in the Personnel Department. It is understood that no employee can accumulate more than one hundred fifty (150) days of sick leave.

- M. An employee absent for three (3) working days or more because of illness may be required to furnish a statement from the employee's physician indicating professional medical treatment for the illness. In addition, any employee who has been absent five (5) working days or longer because of illness may be required by the Court to submit to a return-to-work physical examination. The employee shall be paid for lost working time during the period commencing with the time the employee reports to work and ending with the completion of the examination by the doctor provided the employee is approved by the doctor for return to work.
- 12.3 Funeral Leave. Five (5) working days leave with pay shall be granted to an employee in the case of death of a member of the immediate family. A one (1) day leave with pay will be granted to an employee in the case of death of any other relative who was a permanent resident in the employee's household.
- A. The immediate family for the purpose shall be: husband, wife, son, daughter, mother, father, father-in-law, mother-in-law, brother, sister, grandfather or grandmother and grandchildren.
- 12.4 Injury Compensation.
- A. An employee who sustains a compensable injury may use vacation and sick leave accumulated prior to the injury in proportion to the ratio of such leave to workers' compensation payments which will equal full pay.
 - B. An employee who is on a compensable injury for six (6) months must apply for pension disability retirement. If the pension disability retirement is denied and the leave continues, the employee must reapply every six (6) months thereafter. In no case shall the Court be required to continue the employment of an employee who is off on a compensable injury leave for eighteen (18) months.
 - C. It is agreed to between the parties that the earning of service credit for retirement purposes, as provided for in the General Employees Retirement System ordinance, shall not be affected by Section 4-A and 4-B above except that any employee who is on a duty disability retirement shall not be allowed to earn service credit for retirement purposes once the retiree reaches the voluntary retirement age.

12.5 Incentive Plan.

1. \$50.00 bonus if not absent from work except for vacation, personal leave days, or holidays for one hundred twenty (120) consecutive work days, plus one (1) day off with pay.

If the employee calls in sick within the last five (5) days of the one hundred twenty (120) days, there will be a thirty (30) day extension added to the one hundred twenty (120) days rather than starting over again. Vacation, personal leave days and holidays are excluded.

2. \$100.00 bonus if not absent from work except for vacation, personal leave days or holidays and not be tardy for one hundred twenty (120) consecutive work days, plus one (1) day off with pay.

Bonus day off with pay must be used within 30 calendar days or bonus is lost. Day off to be authorized by supervisor.

To be eligible an employee must "punch-in and out" daily.

- 12.6 Holidays. In order to qualify for holiday pay, members must report to work on their regular scheduled workday before the holiday and the next regular scheduled workday after the holiday. If a member calls in sick on either day, they forfeit their right to be paid for that holiday, unless they have a certified medical documentation. This does not apply to members on approved vacation by the Chief Judge and/or Court Administrator.

- A. The following shall be paid holidays for the Court (holidays falling on Saturday shall be observed on Friday; holidays falling on Sunday shall be observed on Monday):

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
Columbus Day	

All National and State general election days and scheduled Michigan Supreme Court Closings.

12.7 Personal Leave Days. The Court will provide each employee with three (3) personal leave days per year, which must be used in four (4) hour increments. It is understood that a leave request must be approved before the leave can be taken and, further, that these personal leave days must be used within the year earned or they will be forfeited.

12.8 Retirement System. Employees shall be covered by the City of Pontiac General Employee's Retirement System as presented below:

Vesting:	10 Years
Eligibility:	Age 55 with 10 years; Age 50 with 25 years
FAS Formula:	2% of FAS
Computation of FAS:	Highest 3 consecutive years of last 10 years worked
Post Retirement Improvement Factor:	2.5% cumulative for 14 years
Sick Leave included in FAS:	600 hours maximum (50%)

12.9 Longevity. This section applies only to employees hired before December 14, 1998 and shall be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a two (2%) percent payment.
- B. Those employees who have completed ten (10) years service but less than fifteen (15) years service will receive a four (4%) percent payment.
- C. Those employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a six (6%) percent payment.
- D. Those employees who have completed twenty (20) years service but less than twenty-five (25) years service will receive an eight (8%) percent payment.

- E. Those employees who have completed twenty-five (25) years service will receive a ten (10%) percent payment.
- F. Such longevity payments will be made annually during the first part of December of each year.
- G. Employees who complete their 5th, 10th, 15th, 20th, or 25th year after January 1, of any year, will have their longevity payment calculated, without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. Each eligible employee shall receive longevity payments computed on straight time earnings up to the actual base rate. Overtime and shift premiums will not be included in computations for longevity payments. Longevity payments will be computed on the year beginning with the first pay period in November and ending at the close of the last pay period in November next.
- I. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement and the survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.
- J. Any eligible employee separating from employment with the Court for reasons other than discharge will be paid a pro rata longevity benefit for the year of separation.
- K. Employees hired by the Court on or after December 14, 1998 and who subsequently enter into the bargaining unit shall not be eligible for longevity pay.

Employees hired by the Court prior to December 14, 1998 who subsequently enter into the bargaining unit shall be eligible for longevity pay.

12.10 Unemployment Compensation as provided by State of Michigan and Federal Law.

ARTICLE XIII WAGES

- 13.1 See Appendix A

ARTICLE XIV INSURANCE

- 14.1 Life Insurance. The Court will provide all bargaining unit employees with full paid double indemnity life insurance coverage, or the equivalent of same, the amount of which will be determined by salary levels in accordance with published insurance company schedules which are as follows: The Union will receive a ninety (90) day prior notification of any change of carrier. Any dispute on comparability of coverage will be submitted to arbitration using an Insurance Actuary as arbitrator. Bargaining unit members that retire from the Court will be provided a life insurance policy equal to one-half (1/2) of the policy amount that was in effect at time of retirement.
- 14.2 Medical Insurance. The Court will provide all bargaining unit employees with COPS Trust Medical Plan B.
- A. Effective November 1, 2011, individuals shall pay \$20.00 for Office Visit Co-pay; \$50.00 for Emergency Room Co-pay and Prescription Drugs will be \$5.00/\$10.00.
 - B. Effective the date of full ratification, new employees to the Court shall be eligible to receive health insurance benefits after 60 days of employment with the Court.
 - C. The Court agrees to provide dependent coverage for the employee's dependent children to age twenty-five (25) in accordance with the IRS and healthcare guidelines.
- 14.3 Dental Insurance. The Court will provide bargaining unit employees with COPS Trust Delta Dental Plan PPO Plan A (see attachment).
- 14.4 Optical Insurance. The Court will provide bargaining unit employees with COPS Trust/U.S. Health and Life Vision Plan (see attachment).

ARTICLE XV
GENERAL PROVISIONS

15.1 Tuition Reimbursement

- A. The Court agrees to reimburse eligible certified full-time employees for actual out-of-pocket tuition expenses for employees participating in eligible studies in accredited local schools or colleges, subject to the following eligibility criteria. The application and administration of these criteria shall be in the sole discretion of the Employer.
1. The employee has received the prior written recommendation and prior written approval of the Employer; and
 2. Eligible employees must achieve a grade of "C" or 70% or better, and credit if credit is offered; and
 3. The Court reserves the right to refuse any particular college or educational institution; and
 4. Grants or scholarships by the federal or state government, education institution or other source of whatever description shall be deducted from the Court's reimbursement program; and
 5. Eligible employees claiming reimbursement must prove they actually paid the amount sought to be reimbursed by furnishing specific receipts; and
 6. To be reimbursed, the courses must relate directly to the work the employee is then performing or related work of a higher classification within the bargaining unit and such course must be part of a recognized degree or certificate awarding curriculum other than a basic course unless specifically waived by the Employer; and
 7. If the Court required attendance at any particular course of instruction, the Court reserves the right to designate the school or institution.

- B. The tuition reimbursement program will be limited by the amount of funds available for the program and an employee may be restricted to tuition reimbursement once each fiscal year.
- 15.2 Conference and Workshops. The Court may provide the opportunity for employees to attend conferences and workshops available that are related to the operation of the Courts. All expenses will be paid by the Employer.
- 15.3 Safety Equipment. The Court will furnish at its expense all safety equipment it determines necessary to protect the employee while performing the job duties required of him/her.
- A. The Court shall also provide a safe work place.
 - B. The Court will provide security in the counter area (Clerk's Office) of the Court during normal working hours.
- 15.4 Union Notices on Bulletin Boards. The Court will furnish in each unit a bulletin board for Union notices and information. These bulletin boards, or anything posted thereon, will not be distributed by any official of the Court, provided that the conditions set forth herein are complied with. Notices shall be dated for removal by a responsible Court official in each building. The bulletin boards shall be used by the Union for posting notices bearing the written approval of the president of the Union, but only for the following notices:
- A. Recreational and social affairs of the Union
 - B. Union meetings
 - C. Union elections
 - D. Union appointments and results of Union elections
 - E. Bona fide Union activities such as: cooperatives, credit unions, and unemployment compensation information
 - F. Union information


- 15.5 Pay Plan and Job Description Distribution. Copies of pay plans and job descriptions, when formulated, shall be given to the Union president and all Union stewards as soon as possible.
- 15.6 Working Agreement Distribution. Copies of this Agreement shall be distributed by the Court to employees.
- 15.7 Maintenance of Conditions. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.
- 15.8 Situations Not Covered by Agreement. It shall be the intent of the Union and Court to keep this Working Agreement in accord with the best interests of the employee, the Union and the Court. Should this Agreement not be sufficient to cover a situation, negotiations may occur according to the provisions of this Agreement.
- A. The Employer shall convene a quarterly staff meeting with bargaining unit members. The meetings shall be held prior to the end of the workday at dates and times to be determined by the Employer. The duration of the meeting shall be limited to one (1) hour, with a pre-determined agenda.
- 15.9 Rights of Management. The Court reserves and retains solely and exclusively all rights to manage and direct its work forces, except as abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc. for the orderly and efficient operation of the Court.
- 15.10 Separability. The Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the Court and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

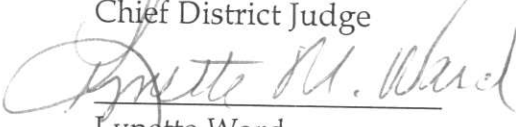
- 15.11 Relations to Regulations. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.
- 15.12 Inclusions. Adoption by reference of relevant Charter provisions, ordinances, and resolutions, all provisions of the City Charter, ordinances and resolution of the City Council relating to the working conditions and compensation of employees in the unit are included herein by reference and made a part hereof to the same extent as if they were specifically set forth, except as such provisions are improved herein.
- 15.13 No Strike Clause. The Union agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns, stoppages, sit-ins, boycotts, work stoppage of any kind; the concerted failure to report for duty; the willful absence from one's position, or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties; the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment; and any other concerted activities having the effect of interrupting work or interfering with the operation of any of the facilities of the Employer.
- A. In the event of any such violation of this article, the Union shall endeavor to return the employees to work as expediently and quickly as possible by:
1. Taking prompt, affirmative action to prevent strikes and/or any other action as described above by notifying the employees and public that the Union disavows their actions; and
 2. Delivering immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
 3. Taking such other action, which is reasonable and appropriate, to bring about compliance with the terms of this Agreement.

- 15.14 Successor Clause. This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.
- 15.15 Zipper Clause. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment and other conditions of employment, which shall prevail during the terms of this Agreement. It supersedes and cancels all prior practices whether oral or written and expresses all obligations and restrictions imposed upon the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the party by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.
- 15.16 Duration and Automatic Renewal. This Agreement shall become effective the 1st day of July, 2010 and its terms and conditions shall remain in full force and effect until the 30th day of June, 2016, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify or terminate this Agreement. In the event that negotiations extend beyond this sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect pending completion of negotiations on this Agreement.

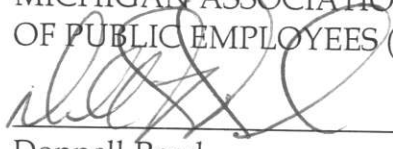
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 13th day of September, 2011.

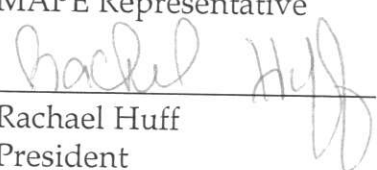
50th DISTRICT COURT
PONTIAC, MICHIGAN


Cynthia Walker
Chief District Judge


Lynette Ward
Court Administrator

MICHIGAN ASSOCIATION
OF PUBLIC EMPLOYEES (MAPE)


Donnell Reed
MAPE Representative


Rachael Huff
President


Michael Herrgott
Chief Steward

APPENDIX A

50th District Court - MAPE
Pay Plan
July 1, 2010 through June 30, 2016

<u>Code</u>	<u>Classification</u>	<u>Start</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>
244	Chief Account Clerk	16.47	17.87	18.42	18.96
182	Court Cashier	16.27	17.67	18.20	18.74
122	Probation Officer I	19.70	21.71	22.81	23.95
115	Probation Officer II	20.30	22.40	23.53	24.70
121	Probation Officer III	20.92	23.13	24.31	25.60
179	Court Officer	17.02	17.80	18.59	19.41
116	Court Security Officer	16.06	16.53	17.03	17.55

<u>Code</u>	<u>Classification</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
241	Court Clerk	12.45	13.20	13.86	14.41	14.99	15.59	16.21	16.86 *

*Step 7 will be at the discretion of the Court

MEMORANDUM OF UNDERSTANDING
BETWEEN
50TH DISTRICT COURT
AND
50TH DISTRICT COURT EMPLOYEES/
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

It is hereby agreed and understood by the parties that the July 2010 through June 2016 Collective Bargaining Agreement between the parties shall incorporate the following terms and conditions:

- I. All members of the Collective Bargaining Unit shall participate in unpaid furlough days. Some furlough days will be mandatory as described below. Under circumstances that will not interfere with the needs of the court, additional voluntary furlough days may be requested and approved on an individual employee basis. Scheduled voluntary furlough days as described in section V below, may not be cancelled or rescheduled except in the event of an emergency with approval of the Chief Judge. Work performed on the previously scheduled furlough day shall not be compensated as overtime except as required by applicable Collective Bargaining Agreement or the FLSA.
- II. 2012 Fiscal Year Unpaid Furlough Days. If needed, employees shall take eight (8) unpaid furlough days in fiscal year 2012 (July 1, 2011 – June 30, 2012) beginning October 2011. The Chief Judge and/or Court Administrator may schedule every employee, one (1) unpaid furlough day for each month starting in November 2011 through June 30, 2012 based on the needs of the Court.
- III. 2013 Fiscal Year Unpaid Furlough Days. If needed, employees shall take twelve (12) unpaid furlough days in fiscal year 2013 (July 1, 2012 – June 30, 2013). The Chief Judge and/or Court Administrator may schedule every employee, one (1) unpaid furlough day for each month ending June 30, 2013.
- IV. Fiscal Years 2014 - 2016. Both parties agree that if the Court finds itself in need of additional concessions from the Union, both parties will meet as soon as practical to discuss any future unpaid furlough days. The Court shall not unilaterally continue unpaid furlough days without agreement of both parties.
- V. As used in this agreement, voluntary furlough days are unpaid non-working days that the employee may request in excess of the mandatory furlough days as stated in the preceding paragraphs. If an employee wishes to take voluntary furlough days in addition to those specified in sections III and IV, the employer,

may approve such days unless doing so will be adverse to the needs of the court.


- VI. Employees may not request vacation pay or sick pay to receive compensation for a day designated as a furlough day.
- VII. Temporary employees shall not be assigned to perform work to cover the time loss associated with furlough days.
- VIII. Unpaid furlough days will not count as a break in service and shall not impact seniority, longevity, step increases and probationary periods, except as may be needed involving a dispute regarding this M.O.U.
- IX. Unpaid furlough days will have no affect on vacation and sick time accrual.
- X. Employees pension service time shall not be affected due to unpaid furlough days.

This action does not establish any past practice or precedence for any future related situation, for either party, nor shall it be used as evidence in any grievance arbitration, interest arbitration, or other proceeding.

Any dispute regarding this interpretation and/or application of this Memorandum of Understanding shall be addressed pursuant to the terms of the grievance procedure.

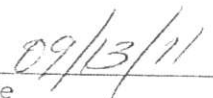

Donnell R. Reed, MAPE Representative


Chief Judge Cynthia Walker


Rachael Huff, Local President


Lynette Ward, Court Administrator


Michael Herrgott, Chief Steward


Date

Coalition of Public Safety Employees Health Trust
Delta Dental PPO (Point of Service)
Benefit Plan Design for Group #5055
11-01-11 - 6-30-16
Rates Include Cops Administration charge

PLAN A	5055-2000			PPO	Premier or Nonpar
CLASS I					
Diagnostic and Preventative Services				100%	100%
Emergency Palliative Treatment				100%	100%
Radiographs				100%	100%
CLASS II					
Oral Surgery				90%	80%
Minor Restorative Services (Fillings)				90%	80%
Periodontics				90%	80%
Endodontics				90%	80%
CLASS III					
Prosthodontics				60%	50%
Major Restorative Services (Crowns)				60%	50%
CLASS IV					
Orthodontic Services (Age 19)				50%	50%
Orthodontic Maximum		\$1,000			
General Maximum		\$1,500			
Deductible		None			
RATES					
Employee	\$ 42.18				
Employee + Dependent	\$ 73.59				
Family	\$127.44				
Composite	\$ 70.89				

COPS TRUST/U.S. HEALTH AND LIFE VISION PLAN SPECTERA VISION NETWORK

TYPES OF SERVICES	IN NETWORK	OUT OF NETWORK
EYE EXAM		
Exam	Covered - 100%	\$40.00
FRAMES		
Allowance	\$130.00	\$45.00
EYE GLASS LENSES		
Single Vision	100%	\$40.00
Bifocal	100%	\$65.00
Trifocal	100%	\$75.00
Lenticular	100%	\$90.00
CONTACT LENSES (PER PAIR)		
Covered - in - full contacts	100%	Up to \$105
All other elective contacts	Up to \$105	Up to \$105
Necessary Contact Lenses	100%	Up to \$210
DEPENDENTS		
Through Age 19	Covered	Covered
Ages 19 - 25	Not Covered	Not Covered

- 1) Network Benefits - \$0 Exam and \$0 Materials co-pays apply and patient options are paid to the network provider by the plan participant. Tims, UV and scratch resistant coating are the only 3 lens options covers.
- 2) Out-of-Network Benefits - The plan participant pays full fee to the provider and Spectera reimburses the participant for services rendered up to maximum allowance. There are no co-pays or deductibles.
- 3) Frame Benefit - Over 60% of all frames on the market today are covered-in-full by Spectera's.

SCHEDULE OF BENEFITS - MEDICAL - PLAN B

All benefits are subject to the Policy Maximums, Deductibles, Co-Insurance General Exclusions and other applicable limitations. Benefit percentages and amounts are based on Eligible Expenses. All benefits are payable only for Medically Necessary services, supplies, and treatment. Please refer to the provisions in the Certificate of Insurance for a complete description of coverages, exclusions and limitations.

	IN-NETWORK	OUT-OF-NETWORK
Deductible	None	\$100 per person \$200 per family
Annual Coinsurance Maximum (does not include Deductible or Copays)	None	\$1,000 per person \$2,000 per family
Copay (Does not apply to satisfy Coinsurance Maximum)	Per service, amount as indicated.	
Lifetime Maximum, All Benefits Combined	\$2,000,000	
	IN-NETWORK	OUT-OF-NETWORK (after Deductible unless waived)
The following services do not include services for Mental Health Care and Alcoholism and Substance Abuse Care.		
PREVENTIVE SERVICES		
Health Maintenance Exam — includes chest X-ray, EKG and select lab procedures (one per Calendar Year)	100% of Eligible Expenses	100% of Eligible Expenses (Deductible waived)
Annual Gynecological Exam (one per Calendar Year)	100% of Eligible Expenses	100% of Eligible Expenses (Deductible waived)
Well Baby Care	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses (Deductible waived)
Well Child Care	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses (Deductible waived)
Immunizations	100% of Eligible Expenses	80% of Eligible Expenses (Deductible waived)
Mammography Screening (over age 35) (one per Calendar Year)	100% of Eligible Expenses	80% of Eligible Expenses
Pap Smear Screening — laboratory services only (one per Calendar Year)	100% of Eligible Expenses	80% of Eligible Expenses
Fecal Occult Blood Screening	100% of Eligible Expenses	100% of Eligible Expenses
Prostate Specific Antigen (PSA) Screening	100% of Eligible Expenses	100% of Eligible Expenses
Flexible Sigmoidoscopy Exam or Colonoscopy	100% of Eligible Expenses	80% of Eligible Expenses
Nutritional Education and Counseling	Not Covered	Not Covered
Health Education and Counseling (Limited Benefits)	100% of Eligible Expenses	80% of Eligible Expenses

(Physician Services performed at an In-Network Facility are eligible for In-Network Deductible and Coinsurance)

	IN-NETWORK	OUT-OF-NETWORK (after Deductible unless waived)
The following services do not include services for Mental Health Care and Alcoholism and Substance Abuse Care.		
ROUTINE MEDICAL SERVICES		
Routine Office Visits	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Consulting Specialist Care (when necessary)	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Allergy Testing and Therapy	100% of Eligible Expenses	80% of Eligible Expenses
Outpatient diabetic management program (limitations apply)	100% of Eligible Expenses	80% of Eligible Expenses
SERVICES IN HOSPITAL		
Semi-Private Room & Intensive Care	100% of Eligible Expenses	80% of Eligible Expenses
Ancillary Services	100% of Eligible Expenses	80% of Eligible Expenses
Facility Charges for Surgery & All Related Surgical Services	100% of Eligible Expenses	80% of Eligible Expenses
Anesthesia	100% of Eligible Expenses	80% of Eligible Expenses
Laboratory Tests & X-Rays	100% of Eligible Expenses	80% of Eligible Expenses
Medicines and Drugs (inpatient only)	100% of Eligible Expenses	80% of Eligible Expenses
SURGICAL SERVICES - Professional Fees		
Surgery -- includes related surgical services	100% of Eligible Expenses	80% of Eligible Expenses
Sterilization	100% of Eligible Expenses	80% of Eligible Expenses
LASIK Surgery	100% of Eligible Expenses	80% of Eligible Expenses
Human Organ Transplant Procedures (non-Experimental only)	100% of Eligible Expenses	80% of Eligible Expenses
EMERGENCY CARE - MEDICAL		
Hospital & Physician Services	100% of Eligible Expenses after \$25 Copay	80% of Eligible Expenses
Urgent Care Facility	100% of Eligible Expenses	80% of Eligible Expenses
Ambulance Services	100% of Eligible Expenses No Deductible / No Coinsurance	
EMERGENCY CARE - ACCIDENTS		
Hospital Emergency Room -- approved diagnosis	100% of Eligible Expenses after \$25 Copay	80% of Eligible Expenses
Urgent Care Facility	100% of Eligible Expenses	80% of Eligible Expenses
Ambulance Services	100% of Eligible Expenses No Deductible / No Coinsurance	

(Physician Services performed at an In-Network Facility are eligible for In-Network Deductible and Coinsurance)

	IN-NETWORK	OUT-OF-NETWORK (after Deductible unless waived)
The following services do not include services for Mental Health Care and Alcoholism and Substance Abuse Care.		
MATERNITY SERVICE PROVIDED BY A PHYSICIAN		
Pre-Natal and Post-Natal Care and Delivery	100% of Eligible Expenses	80% of Eligible Expenses
Newborn Baby Care in Hospital	100% of Eligible Expenses	80% of Eligible Expenses
DIAGNOSTIC & THERAPEUTIC SERVICES		
Laboratory and Pathology Tests	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Diagnostic Tests and X-rays	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Radiation Therapy	100% of Eligible Expenses	80% of Eligible Expenses
ALTERNATIVES TO HOSPITAL CARE		
Skilled Nursing Care in a nursing home	100% of Eligible Expenses	80% of Eligible Expenses
Skilled Nursing Care in a residential home	100% of Eligible Expenses	80% of Eligible Expenses
Home Health Care	100% of Eligible Expenses	80% of Eligible Expenses
Custodial Care	Not covered	Not covered
Hospice Care	100% of Eligible Expenses	80% of Eligible Expenses
APPLIANCES & PROSTHETIC DEVICES (LEG BRACES, ARTIFICIAL LIMBS, ETC.)		
When Medically Necessary	100% of Eligible Expenses	80% of Eligible Expenses
When Body's Growth or Development Necessitates Replacement	100% of Eligible Expenses	80% of Eligible Expenses
Normal Wear and Damage	Not covered	Not covered
Durable Medical Equipment (Wheelchairs, Hospital Beds, Crutches, etc.)	100% of Eligible Expenses	80% of Eligible Expenses
HEARING SERVICES		
Hearing Screening	Not covered	Not covered
Hearing Examination	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Audiology test covered with medical diagnosis		
Hearing Aids	Not covered	Not covered
SPINAL MANIPULATION SERVICES		
Manipulations or adjustments; diagnostic radiological services; evaluation and treatment (Maximum is the lesser of \$1,500 per Calendar Year or 30 visits per Calendar Year)	100% of Eligible Expenses	80% of Eligible Expenses

(Physician Services performed at an In-Network Facility are eligible for In-Network Deductible and Coinsurance)

	IN-NETWORK	OUT-OF-NETWORK (after Deductible unless waived)
The following services do not include services for Mental Health Care and Alcoholism and Substance Abuse Care.		
OTHER SERVICES		
Outpatient Speech Therapy (Maximum 30 visits per Calendar Year)	In Physician's Office: 100% of Eligible Expenses after \$5 office Copay Other: 100% of Eligible Expenses	80% of Eligible Expenses
Outpatient Physical Therapy (Maximum 30 visits per Calendar Year)	In Physician's Office: 100% of Eligible Expenses after \$5 office Copay Other: 100% of Eligible Expenses	80% of Eligible Expenses
Outpatient Occupational Therapy (Maximum 30 visits per Calendar Year)	In Physician's Office: 100% of Eligible Expenses after \$5 office Copay Other: 100% of Eligible Expenses	80% of Eligible Expenses
Private Duty Nursing	100% of Eligible Expenses	80% of Eligible Expenses
Contraceptives: Devices, Injections, IUD's	Not Covered	Not Covered
Infertility Counseling/Treatment (Limited Benefits)	100% of Eligible Expenses	80% of Eligible Expenses

The following services include services for Mental Health Care and Alcoholism and Substance Abuse Care.	IN-NETWORK	OUT-OF-NETWORK (after Deductible unless waived)
MENTAL HEALTH CARE		
Outpatient Psychiatric Hospital Services	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Inpatient Psychiatric Hospital Services	100% of Eligible Expenses	80% of Eligible Expenses
ALCOHOLISM & DRUG ABUSE CARE		
Outpatient Alcoholism and Drug	100% of Eligible Expenses after \$5 Copay	80% of Eligible Expenses
Inpatient Alcoholism and Drug	100% of Eligible Expenses	80% of Eligible Expenses

(Physician Services performed at an In-Network Facility are eligible for In-Network Deductible and Coinsurance)