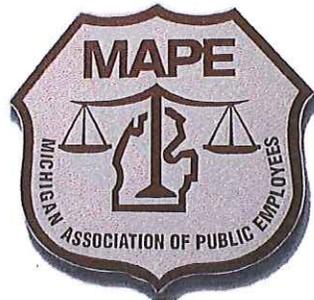


AGREEMENT
between the
17TH JUDICIAL DISTRICT COURT / REDFORD

and the
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
(MAPE)



Effective April 1, 2016 – March 31, 2019

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AGREEMENT

This **AGREEMENT** entered into this 16th day of August, 2016, by and between **17th Judicial District Court**, party of the first part, hereinafter referred to as the "**Employer**", and **MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES/MAPE**, party of the second part, hereinafter referred to as the "**Union**".

ARTICLE I

PURPOSE AND INTENT

1.1 **WHEREAS**, the general purpose and intent of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

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

ARTICLE II

RECOGNITION, AGENCY SHOP AND DUES

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

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

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

2.4 In accordance with the policy set forth under Section One (1) and Two (2) of this Article, all employees in the bargaining unit who do not want to be members of the Union may pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payment shall start thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

ARTICLE III
UNION MEMBERSHIP AND DUES

3.1 All members of the bargaining Unit are free to join, or not to join the Union.

3.2 The Employer will not discriminate against any employee because the Employee voluntarily chooses to be a member of the union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any Employee who chooses not to be a member of, or not to pay dues/fees to the Union.

3.3 Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's successful completion of thirty (30) days of employment.

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The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

(1) The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form, which shall conform to the respective State and Federal law(s) concerning that subject.

(2) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.

(3) The Employer shall check-off obligations, which come due at the time of check-off, and will make check-off deduction only if the Employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/ she has duplicated a check-off deduction by direct payment to the Union.

(4) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

(5) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/ or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

(6) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

3.4 The Parties agree that should the right to work legislation be overturned through the courts after final appeal or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE IV

WAGES

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

4.2 The parties agree that supervisory personnel, grant funded employees or interns may perform bargaining unit work as necessary in cases

of staff shortages and/or emergency situations so long as they do not cause the layoff or reduction in bargaining unit members.

ARTICLE V

RATES FOR NEW CLASSIFICATIONS

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

ARTICLE VI

SUBCONTRACTING

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

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

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

ARTICLE VII
LAYOFFS AND RECALL

7.1 Layoff shall mean the separation of an employee from the active work force. The Court shall determine which classification/classifications shall be selected for layoff. Temporary/probationary employees shall be laid off first. Layoffs shall be by Court seniority with the least senior part-time employees being laid off next. In the event all part-time employees have been laid off and only full-time employees remain, the least senior full-time employee shall be laid off and so on.

7.2 Recall from layoff shall be in the reverse order of the layoff.

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

ARTICLE VIII
SENIORITY

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

8.2 Seniority shall be broken only by:

A. Discharge;

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- B.** Voluntary quit;
- C.** Layoff for a period of more than two (2) years;
- D.** Absence for three (3) consecutive working days without notifying the Employer, which shall be considered a voluntary quit. In proper cases, exceptions may be made by the Employer;
- E.** The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- F.** A settlement with the employee has been made for total disability; or,
- G.** The employee is retired.

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

- A.** Approved unpaid personal leave of absence.
- B.** Unpaid illness or unpaid sick leave beyond thirty (30) days except for duty related injuries.
- C.** Period of time the employee is on layoff or suspension.
- D.** Period of time an employee is in a position outside the bargaining unit.

ARTICLE IX
PROMOTIONS

9.1 A vacancy will be posted for a five (5) working day period. If an employee is on an approved leave for the entire period of the posting, and the employee is at the same or lower classification level, that employee will be considered as an applicant unless management is notified to the contrary.

9.2 The qualifications needed to apply for the vacancy will be set forth on the posting.

9.3 Employees interested in filling the vacancy will respond to the posting by the end of business on the last posted day.

9.4 The most qualified senior applicant based on the job description will receive the appointment to the vacancy.

9.5 The selected employee will be placed on a three (3) month trial period (additional three (3) months can be implemented by the Employer with notice to the Union and the employee) setting forth the reasons for the extension.

9.6 If at any time during the three (3)/six (6) month trial period the employee does not desire to remain on the job or the Employer determines that the employee is unable to properly perform the job duties as required for the position, the employee shall be re-transferred to said employee's former position. Any other bargaining unit employee whose subsequent transfer was casually related to the initial upgrading of the re-transferred shall also be re-transferred to said employee's former position.

9.7 No union position will be filled from the outside as long as there is an interested qualified bargaining unit employee.

ARTICLE X

DISCHARGE OR SUSPENSION

10.1 The Employer shall not discharge or discipline any employee without cause. No prior discipline or warning need be imposed on any employee before said employee is discharged or disciplined, if the cause of the discharge includes but is not limited to theft, dishonesty, lewd or obscene behavior, acts of physical violence, insubordination, or being incapacitated or intoxicated on alcohol or drugs. The Union reserves the right to argue the reasonableness of any work rules not mutually agreed upon. Discharge or discipline must be by written notice, and any employee may request an investigation as to his discharge or discipline. Should it be necessary to discipline any employee, the discipline shall be given so as not to cause embarrassment to the employee before other employees or the public. The employee may request Union representation during the disciplinary action.

Upon the appearance of impropriety or unethical behavior, an employee may be immediately suspended with or without pay and with written notice only of the unacceptable behavior until an investigation has been completed. A fitness for duty exam may be administered as a result of said investigation at the Employer's expense.

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

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

10.3 Upon request, the discharged or suspended employee will be allowed to discuss the employee's discharge or suspension with their Union representative. The Employer will make available an area where an employee may do so before said employee is required to leave the property of the Employer. Upon request, the employee or said employee designated representative may discuss the discharge or suspension with the Employer and said employee Union representative.

10.4 Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time originally submitted unless retracted during the twenty-four (24) hour period. An offer of resignation in lieu of dismissal shall be at the sole discretion of the Employer, and the resignation and matters related thereto shall not be grievable.

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

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to

adjust controversies and disagreements in an amicable manner between the Employer and the Union.

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

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

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

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

or their named designee. The arbitration shall be conducted in accordance with the following procedure:

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

11.3 The failure to file a grievance or to appeal within the time limits herein, unless extended in writing by mutual agreement of the parties shall be deemed as settling of the grievance based on the last answer or action of the Employer.

ARTICLE XII

LIMITATION OF AUTHORITY AND LIABILITY

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

ARTICLE XIII

MANAGEMENT RIGHTS

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

To manage the Court generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all machine, tools and equipment to be used; to decide the services to be provided and the manner of providing them, to decide the work to be performed, to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facility and operations; to hire, lay off, assign, transfer, promote and demote employees, to determine the qualifications of employees, to determine the number and composition of the work force; to determine and re-determine job content; to determine the starting and quitting times; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the

employees thereof, to require compliance therewith by employees; to discipline and discharge employees for cause. Management shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in the Agreement.

ARTICLE XIV
LOSS OR DAMAGE

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

ARTICLE XV
ACCIDENTS AND REPORTS

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

ARTICLE XVI
STEWARDS

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

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

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

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

ARTICLE XVII

GENERAL

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

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

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

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

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

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

ARTICLE XVIII

PART-TIME AND TEMPORARY EMPLOYEES

18.1 Employees who work temporarily or in cases of emergency or individuals who serve as volunteers shall not be covered by the provisions of

this Agreement. It is not the intent of this Article to replace any permanent job positions.

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

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

in full to the employee. Leave time will be accrued on a monthly prorated basis and will be available to the employee as earned.

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

D. The above leave hours will be accrued and available for use monthly. This time will be used for sick, vacation or personal leave and must be used on regularly scheduled work days. Once an employee's leave bank has been depleted approved leave will be without pay.

E. Any regular Part Time Employee covered by this agreement will receive in addition to the above leave time formula an additional twenty (20) hours of leave time on his/her anniversary date. No other leave benefits will be granted to regular part-time employees. It is understood and agreed by the parties that the language in this Agreement addressing employee benefits applies only to full-time employees except as expressly provided otherwise in this agreement.

ARTICLE XIX

PAID FOR TIME

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

ARTICLE XX

WORKERS' COMPENSATION

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

ARTICLE XXI

MILITARY SERVICE

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

ARTICLE XXII

SEPARABILITY AND SAVINGS CLAUSE

22.1 If any Article or Section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity; the remainder of this contract and of any rider thereto or the application of such Article or Section to persons or circumstances other than

those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

ARTICLE XXIII

SAFETY COMMITTEE

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

ARTICLE XXIV

HOURS OF WORK AND OVERTIME

- 24.1**
- A.** The regular work week is established as eight (8) hours a day, five days a week, Monday through Friday.
 - B.** The normal work day for regular full-time employees shall be eight (8) hours, including a paid lunch.

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- C.** For all employees, the work hours shall be broken down into ten (10) six-minute segments. An employee shall be noted as late for work if they do not report ready for work at their work station at the starting time.
- D.** If an employee reports for work late, six (6) minutes or more after starting time, they shall be docked in major segments of one-tenth of an hour.
- E.** Any employee late more than two (2) times in any pay period shall receive a written reprimand which will remain in the employee's file for one year. Any subsequent action within the same year will result in progressive discipline being instituted, which may lead to termination. Employees will be considered late unless one business day's prior written notice has been approved.

24.2 The Court has the right to schedule overtime as required in a manner most advantageous to the Court and consistent with requirements of court service and the public interest. Overtime pay will be as follows:

- A.** Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day or over forty (40) hours per week.
- B.** Time and one-half (1-1/2) shall be paid for all hours worked on Saturday.
- C.** Double (x2) time shall be paid for all hours worked on Sunday.
- D.** An employee reporting for emergency duty shall be guaranteed three (3) hours pay as provided in this contract

or the overtime rates of Sub-section 24.2 B and C, whichever is greater. There shall be no duplication of overtime.

- E.** Overtime work will be permitted only when authorized by the Court Administrator.
- F.** Employees accepting overtime must accept all hours offered.
- G.** Employer agrees not to change or modify an employee's work schedule to avoid payment of overtime.
- H.** Overtime hours shall be divided as equally as possible among the employees capable of doing the work; with the most senior employee being offered the first opportunity. An up-to-date list showing overtime hours will be maintained. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of hours of the employees working during that period. In the event inequities occur in equalization, they shall be corrected by subsequent assignment of available overtime.

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

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

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

ARTICLE XXV

HEALTH AND WELFARE AND PENSIONS

25.1 **Health Insurance:** The Township will provide to each full-time employee, the employee's spouse, and the employee's eligible dependents a high deductible Simply Blue PPO HSA Plan 1250/0% LG with a \$15/\$30/\$60 prescription co-pay fully funded insurance program. The Employer and the Funding Unit agrees, effective January 1, 2015, and each January 1 thereafter for the term of this Agreement, to pay the full deductible to each employee's HSA.

- A.** Effective January 1, 2015, all employees shall pay seven percent (7%) of the annual premium or illustrative rate for medical and prescription, dental and optical coverage. These cost sharing healthcare payments shall be taken out on a pre-tax basis.
- B.** Physician prescribed pap tests, mammogram, prostate examinations and PSAs will be added to current coverage.

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

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

25.3 Open Enrollment: Employees are responsible to timely file all required paperwork and/or forms for open enrollment. If such forms are not timely filed, employee and/or family members may lose health insurance coverage. The Township shall provide MAPE with a list of union members who have failed to timely turn in required enrollment paperwork seven (7) days before the Township removes a member or a member's dependents from provided health insurance coverage.

25.4 **Retirees:** Members retiring on or after January 1, 2015, shall be obligated to pay all deductibles and co-pays in effect on the date of retirement, as well as seven (7%) percent of the annual premium or illustrative rate for medical and prescription coverage. There shall be an annual cap of \$1,250 to the retiree (or surviving spouse or surviving dependent) for cost sharing for health care coverage. This cap shall not apply to: prescription drug co-pays, office visit co-pays, emergency room fee/co-pays, optical co-pays or dental co-pays. The Employer and the Funding Unit agrees, effective January 1, 2015, and each January 1 thereafter, to pay the full deductible to each retiree's HSA until the retiree reaches the age of 65 or is Medicare eligible, whichever comes first.

Physician prescribed pap tests, mammograms, prostate examinations and PSAs are included in current retirees BC/BS coverage.

Retirees' coverage for optical and dental will remain the same as for working employees.

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

- A.** Whenever retirees of the bargaining unit, their spouse or their dependents become eligible for Medicare, in order to be eligible for Employer and/or Funding Unit complementary

coverage, they must subscribe to Medicare parts “A” and “B”, which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this agreement, so long as the retiree shall suffer no reduction in health insurance coverage. Medicare part “B” will be at the retiree’s expense.

- B.** Retirees will be allowed to continue vision and dental at no cost to the retiree.

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

25.5 Opt Out Provision: Employees who opt-out of provided insurance coverage will be paid \$125.00/per pay period for a total of \$3,250.00/annually. In order to qualify for this benefit, employees must present sufficient documentation to demonstrate that they have other available insurance coverage through a spouse or other legally permitted means.

Opting out of healthcare coverage will not preclude an employee from having health care coverage in retirement as long as the employee was eligible to receive coverage. Retiring employees must have been eligible to receive health insurance through the Township for a period of ten years immediately preceding their retirement to be eligible for Township paid health insurance. This does not exempt those employees who were required to pay their own health insurance during a temporary situation (such as leave of absence or sick leave).

Spouses or dependents with health insurance from other than Redford Township will have their Township health insurance coordinated as secondary coverage.

Spouses or dependents with health insurance available from sources other than Redford Township cannot opt out for remuneration in lieu of coverage.

25.6 The parties agree to discuss healthcare coverage provisions only, during the course of the contract, when the Employer wishes to offer comparable and new healthcare provisions as a consequence of changing healthcare providers.

25.7 **Dental:** The Township will provide for dental insurance coverage for bargaining unit employees; the insurance plan shall be equivalent to Blue Cross/Blue Shield dental program, providing 75/50/50 MBL \$2,000.00 paid benefits, or a similar plan providing equal or better benefits at the discretion of the Township.

25.8 **Optical:** The Township will provide bargaining unit employees an optical program. Said employee's program is to be Blue Cross/Blue Shield Optical Program No. S/B 4770 Series 80, or a similar program providing equal or greater benefits, at the discretion of the Township.

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

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

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

- A.** Employees shall be required to pay two percent (2%) of their annual compensation into the retirement system on a per pay basis. This employee contribution shall be taken out on a pre-tax basis.
- B.** No age requirement with 25 years of service with no penalty.
- C.** F-55/20, age 55 with 20 years of service with no penalty.
- D.** F-60/10, age 60 with 10 years of service with no penalty.
- E.** FAC-3 (Final average compensation based on the highest thirty-six (36) consecutive months of earnings divided by 3).
- F.** Effective 4/1/95:
 - 1.** B-4 program (2.50 multiplier),
 - 2.** 8 year vesting program.
 - 3.** Payout of accrued sick, vacation and longevity (full-time employees only) or leave time (part-time employees only) shall be figured in retiree's final average compensation through the M.E.R.S. system.
- G.** Effective with the signing of this Agreement, the Employer will provide annuity withdrawal to be figured in retiree's final average compensation through the MERS System.

H. Regular part-time employees will accrue MERS pension seniority of one month for each month that the employee works at least eighty (80) hours.

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

25.11 **New Hire Pension Benefits:** Any employees hired after September 7, 2011 will be eligible for a M.E.R.S. pension with a multiplier of 1.5.

ARTICLE XXVI

COURT HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King	3rd Monday of January
Presidents' Day	3rd Monday of February
Good Friday	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2 nd Monday in October

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Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	
December 24th	Whenever Christmas Day falls on Tuesday, Wednesday Thursday or Friday
Christmas Day	December 25th
December 31st	Whenever New Year's Day falls on Tuesday, Wednesday Thursday or Friday

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

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

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

26.2 Birthday: Employees covered by this Agreement shall be granted said employee birthday off, with pay, at straight time rates. Employee's birthday may be taken on any workday falling within the week (Sunday-Saturday) in which the birthday occurs with employees supervisor's approval. Supervisor may deny any or all days except the actual birthday. If the birthday falls on a holiday, the Employee may choose the day before or the day after and

the Supervisor cannot deny this selection. If the birthday falls on a weekend, Section 26.1 shall apply. Birthday must be taken as a full day.

If the employee leaves the Court's employment prior to their birthday and that employee has been paid for said birthday, that day will be deducted from the employee's bank payout. If that employee does not have enough time in their bank, that employee will reimburse the Court the appropriate amount.

26.3 Any employee who uses unscheduled time off on the Court's business day preceding or proceeding a Court Holiday as defined in Article XXVI shall not receive holiday pay for that holiday. Employees who have pre-approved scheduled leave preceding or proceeding a holiday or bring in a doctor's note explaining their absence or have proof of travel problems shall be paid for the holiday.

ARTICLE XXVII

VACATIONS

27.1 All employees leave banks shall remain at their current level according to corrected and accepted Court records. Effective upon ratification all full-time employees shall earn vacation time based on their full-time service date.

- A.** Full-time employees who have one (1) through five (5) years of service shall be granted thirteen (13) working days vacation without loss of pay;
- B.** Full-time employees who have six (6) through ten (10) years of service shall be granted seventeen (17) working days vacation without loss of pay;

(SIGNATURE COPY) April 1, 2016 through March 31, 2019
17th Judicial District Court/Redford
- and -
Michigan Association of Public Employees/MAPE

- C.** Full-time employees who have eleven (11) through fifteen (15) years of service shall be granted twenty (20) working days vacation without loss of pay;
- D.** Full-time employees who have sixteen (16) plus years of service shall be granted twenty-two (22) working days vacation without loss of pay.

27.2 Full-time employees who lose time due to work related injury or disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

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

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

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

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

27.7 Prior approval must be obtained from the Court Administrator, or in her absence the Deputy Court Administrator, before vacation time may be taken.

27.8 Employees who elect to use unscheduled time off on the Court's business day preceding or proceeding scheduled vacation time off must return to work with a doctor's note explaining the absence or have proof of travel problems. Any employee returning to work without the doctor's note or proof of travel problems may be subject to progressive discipline.

ARTICLE XXVIII

SICK LEAVE

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

28.2 **A.** Sick leave days may be accumulated in an amount not to exceed three hundred (300) days. One hundred (100%) percent of all accumulated sick days up to a maximum of 75 days will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. No more than seventy-five (75) days may be paid out. An employee who has accumulated less than 75 days shall be paid for all days accumulated. Except, those employees who have accumulated more than seventy-five (75) days on the date of ratification shall be grandfathered at that number of days and paid out at that number of days in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. However, should those employees fall

below that number of days they were grandfathered in at they shall be paid at that new number of days or seventy-five (75) days whichever is greater.

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

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

- A.** Acute personal illness or incapacity over which the employee has no reasonable control.
- B.** Sick leave will be authorized when an employee is taken ill on the job.
- C.** Sick leave may be utilized by an employee in the event of their illness, injury, or exposure to contagious disease endangering others, or for illness or injury in their immediate family which necessitates their absence from work.
- D.** Sick leave may be utilized by an employee for absence necessitated by the death of a relative, or person for whose financial or physical care said employee has been principally responsible.
- E.** Sick leave may be utilized by an employee for appointments with Doctor, Dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non duty hours.

F. Sick leave may be taken in one (1) hour increments.

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

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

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

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

If all banks are exhausted and an employee calls in, the employee will be required to submit documentation of the absence to the Court Administrator or his designee immediately upon the employee's return to work. After review of said documentation by the Chief Judge, progressive discipline may be instituted or the absence may be excused. Regardless of the

circumstances of the off day, the employee will **NOT** receive payment for the absence. **NO** employee shall be permitted to carry a negative leave bank.

28.8 In case of death of an employee, payment of one hundred (100%) percent of said employee's unused sick leave, not exceeding seventy-five (75) days, shall be paid to their beneficiary or estate except as modified by Section 28.2. Such payment shall be paid at their rate of pay and based on eight (8) hours per day.

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

28.10 Any employee who has been absent for four (4) or more consecutive workdays must have written approval from their medical practitioner to return to work.

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

may purchase group health insurance in accordance with C.O.B.R.A., provided a small service fee is paid.

ARTICLE XXIX

OTHER PERSONAL LEAVE TIME

29.1 **Bereavement Leave:** An employee will be provided three (3) consecutive working days of paid bereavement leave in the event of death in the employee's immediate family. An employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, step-parent, step-children, grandparents, grandparents-in-law and, in event the employee was raised or living with a legal guardian or relative in the same household, such person shall be determined as a member of the employee's immediate household.

An employee may with the approval of the Court Administrator extend their bereavement leave through the use of vacation and/or personal time. Time in excess of three (3) consecutive days may be requested subject to the Court Administrator's approval. Denials may be appealed to the Chief Judge. An employee who extends the bereavement leave through the use of vacation or personal time will not be unreasonably denied for bereavement use. Use of vacation and personal time for bereavement (for up to forty (40) hours only) will not be used against the employee with regard to doctor's approvals.

The employee will be required to furnish proof of the death and that they attended the funeral.

29.2 **Personal Leave:** The Employee shall be granted five (5) personal leave days per year, with pay. Personal leave for all full time employees including new hires will be accrued on a monthly prorated basis and will be available to you as earned. Employees will have no more than forty (40) hours

in their personal leave bank at the end of the Court's fiscal year (March 31st). Additionally there is no payout of unused personal leave time when an employee terminates employment (retire, quit, termination). Said personal leave days may not be taken as sick days if the employee has sick time in their sick leave bank. Employees desiring to take personal leave must apply in writing and have it approved by the Employer.

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

ARTICLE XXX

TUITION REIMBURSEMENT

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

- A.** Maximum refund per employee per calendar year of \$1,000;
- B.** Management must approve the course;
- C.** Employee must successfully complete course. (If course is graded, employee must receive a grade of "C" or equivalent score or better).

- D.** By accepting educational assistance funds the employee agrees to remain in the employ of the Township. Such period of employment commitment shall be for two (2) years after the course or courses supported by the Township have been completed.
- E.** Should an employee terminate their employment prior to the expiration of the period of employment commitment, the amount of educational assistance funds shall be refunded to the Township. The employee may agree to have such an amount withheld from their severance pay. Such withholding requires written consent of the employee. The employee remains responsible for full repayment to the Township.

ARTICLE XXXI

LONGEVITY

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

5 years of service	\$500
6 - 10 years of service	\$750
11 - 15 years of service	\$1,000
16 - 19 years of service	\$1,500
20 - 24 years of service	\$2,000
25+ years of service	\$2,500

Regular part-time employees who become full time employees without a break in service will accrue seniority toward longevity of one month

for each one month of part-time service that the employee worked at least eighty (80) hours in the month.

31.2 Upon termination of employment for any reason, except for cause, longevity payments shall be prorated for the year of termination and the appropriate amount paid to the employee, or in the event of said employee's death, to said employees heir or estate.

ARTICLE XXXII

LEAVE OF ABSENCE

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

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

32.3 **Medical Leaves of Absence:** When an employee shall become disabled due to a medical condition, that employee shall furnish the Employer with a certificate from their medical practitioner stating the nature of the disability, the anticipated duration of the disability, the nature of the work the employee may do and the length of time the employee may continue to work.

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

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

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

32.6 An employee granted a leave of absence without pay shall be considered as still in the employment of the Court for continuous service purposes, except as otherwise provided in this Agreement, but will not earn annual or sick leave nor will this time period be utilized in determining longevity pay or annual leave. There will be no loss of seniority for an employee on an approved leave. Credit for time on leave will not apply for purposes of retirement unless otherwise provided by the regulations governing the plan. It will be the employee's responsibility to make arrangements with the Employer if the employee wishes to have insurance benefits continued, and the payment for such continuation of benefits will be the responsibility of the employee during the unpaid leave duration.

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

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

ARTICLE XXXIII

SPECIALIST PAY

33.1 The Employer shall pay all costs incurred in obtaining and maintaining the following certifications, Certified Criminal Justice Professional (CCJP) and any other required training. This would include test fees (the Township will pay once for the test, if additional testing is required the employee will have to cover the cost), seminars, books and any other directly related expenses.

33.2 Upon obtaining the Certified Criminal Justice Professional (CCJP) certificate the employee will receive a 2.0% annual lump sum incentive bonus based on the employee's current base annual wage. This payment will be paid in February. Once a probation officer has successfully obtained their CCJP certification they must continue to meet the requirements for renewal as a condition of employment.

ARTICLE XXXIV
OUT OF CLASSIFICATION ASSIGNMENT

34.1 When selecting employees for out-of-classification work, the Employer shall assign the most qualified senior employee in the next lower classification who can perform the job.

34.2 If an employee is assigned to work out of said employee's classification which has a higher rate of pay than the employee's regular position, that employee will receive the higher rate of pay at the rate consistent with the current seniority level of the employee commencing after one (1) hour of out-of-classification assignment. The employee shall continue to receive the higher rate of pay until transferred to another classification or returned to said employee's regular classification.

34.3 Employees temporarily transferred to a lower paying classification shall continue to receive wages at the employee's current classification level.

34.4 While an employee is assigned to perform the recording function of the court, that employee shall be paid an additional Four Dollars (\$4.00) per hour. They will receive a guaranteed minimum of two (2) hours pay on any day they perform the recording function. Any hours worked over the two (2) will also be paid at the additional rate of Four Dollars (\$4.00) per hour. The Court will cooperate with all current and future union employees possessing or seeking to possess his/her CER to maintain the certification.

The Court shall pay all costs incurred in obtaining and maintaining CEO/CER certifications and any other required training. This would include test fees (the Court will pay once for the test, if additional testing is required the employee will have to cover the cost), seminars, books and any other directly related expenses.

34.5 Clerks assigned to perform the tasks of Senior Clerks for training purposes will maintain their current classification rate of pay.

ARTICLE XXXV

TERMINATION OF AGREEMENT

35.1 This Agreement shall be in full force and effect from April 1, 2016 to and including March 31, 2019 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

35.2 It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve the other a notice at least sixty (60) days prior to March 31, 2019, or any subsequent contract year, advising that such party desire to continue this Agreement but also desire to revise or change terms or conditions of such Agreement. Respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

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

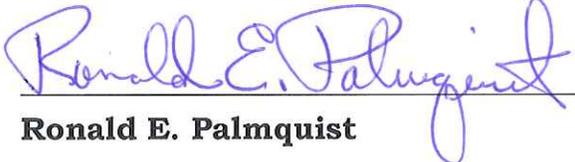
FOR THE EMPLOYER:

FOR THE UNION:

{17th District Court, Redford}

{Michigan Association of
Public Employees/MAPE}

Karen Khalil
Honorable Chief Judge



Ronald E. Palmquist
Labor Relations Specialist

Matthew Sawicki
Court Administrator

Pamela DeWachter
Steward

Date: _____

Michael Stetz
Alternate Steward

Date: 08/16/16 _____

ATTACHMENT A

COURT CLASSIFICATIONS

Lead Clerk - The current lead clerks shall be maintained allowing for step increases, if appropriate, and allow for contractual increases. When the current lead clerks resign, retire, or are terminated, the lead clerk position will be eliminated from the contract.

Senior Clerk

Clerk - Consists of Full-Time and Part-Time Employees

Receptionist/Telephone Operator

Probation Officer

ATTACHMENT "B"

WAGE AGREEMENT

1ST YEAR (April 1, 2016 – March 31, 2017)

Effective upon ratification Employees will receive an increase in wages of 1.5% and a \$1,000 bonus.

2ND YEAR (April 1, 2017 - March 31, 2018)

Effective April 1, 2017 Employees will receive an increase in wages of 2.0% and a \$500 bonus.

3RD YEAR (April 1, 2018 – March 31, 2019)

Effective April 1, 2018 Employees will receive an increase in wages of 2.0% and a \$500 bonus.

When an employee is promoted from one clerk classification to a higher one, said employee must realize at least a five percent (5%) increase in their hourly rate.

Employee moves to the next step in classification on anniversary date in classification until maximum is reached.

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

**(SIGNATURE COPY) April 1, 2016 through March 31, 2019
17th Judicial District Court/Redford
- and -
Michigan Association of Public Employees/MAPE**

Effective Upon Ratification (1.5%)

Plus \$1,000 Bonus

Classification	Start	First	Second	Third	Fourth	Fifth
Receptionist	\$10.59	\$11.26	\$11.93	\$12.65	\$13.37	
Clerk	\$14.97	\$15.87	\$16.77	\$17.65	\$18.56	\$19.48
Senior Clerk	\$19.17	\$19.67	\$20.12	\$20.56	\$21.03	
Lead Clerk	\$20.82	\$21.02	\$21.27	\$21.49	\$21.87	\$22.24
Probation Officer	\$20.63	\$21.47	\$23.15			

Effective April 1, 2017 (2.0%)

Plus \$500 Bonus

Classification	Start	First	Second	Third	Fourth	Fifth
Receptionist	\$10.80	\$11.49	\$12.17	\$12.90	\$13.64	
Clerk	\$15.27	\$16.19	\$17.11	\$18.00	\$18.93	\$19.87
Senior Clerk	\$19.55	\$20.06	\$20.52	\$20.97	\$21.45	
Lead Clerk	\$21.22	\$21.44	\$21.70	\$21.92	\$22.31	\$22.68
Probation Officer	\$21.04	\$21.90	\$23.61			

Effective April 1, 2017 (2.0%)

Plus \$500 Bonus

Classification	Start	First	Second	Third	Fourth	Fifth
Receptionist	\$11.02	\$11.72	\$12.54	\$13.16	\$13.91	
Clerk	\$15.58	\$16.51	\$17.45	\$18.36	\$19.31	\$20.27
Senior Clerk	\$19.94	\$20.46	\$20.93	\$21.39	\$21.88	
Lead Clerk	\$21.64	\$21.87	\$22.13	\$22.36	\$22.76	\$23.13
Probation Officer	\$21.46	\$22.34	\$24.08			