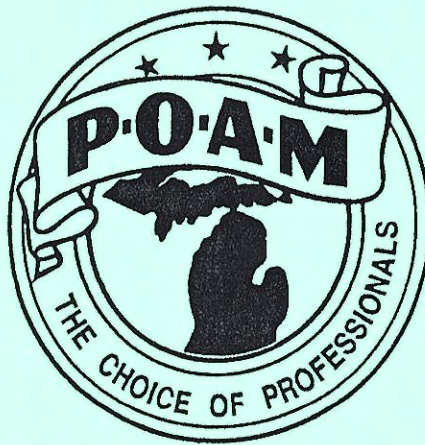


AGREEMENT BETWEEN
CITY OF SOUTHGATE
AND
28TH DISTRICT COURT
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN



7/1/22 TO 6/30/26

CITY OF SOUTHGATE
28th DISTRICT COURT WORKERS
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AGREEMENT

This Agreement, by and between the 28th District Court (hereinafter called the ("Court")) and the City of Southgate (hereinafter called the "City") known collectively as the "Parties" and TPOAM (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Parties and the Union.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Parties, the Union and the employees and the community.

To these ends, the Parties and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Parties and the Union and the employees.

Whenever the word "Agreement" is used in this document, it shall be synonymous with the word "contract".

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. The parties, upon written request of either party, agree to meet and negotiate such provision(s) as may be necessary to comply with the law; provided however, such meeting and conferring shall not constitute nor shall it be considered a reopening of this Agreement.

ARTICLE II

RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Parties do hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of employees of Southgate included in the bargaining unit as described below:

"All certified full-time employees of the 28th District Court excluding the Court Administrator, Deputy Court Administrator and the Judicial Secretary"

ARTICLE III

AID TO OTHER UNIONS

During the term of this Agreement, the Court agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment, and other conditions of employment for employees covered by this Agreement.

ARTICLE IV

CHECK-OFF

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with a copy sent to the union.

Section 2. The amount of dues/ fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of a written notice from the Union to the Employer. The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, Mi. 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the Union.

Section 5. The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement, including Attorney fees.

Section 6. Unless otherwise provided in this article, all matters pertaining to bargaining unit employees establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non- union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employees Relations Act.

Section 7. The employer will not more than twice a year, upon request of the office of POAM Membership Accounts, provide the following information on all employees covered by the recognition clause of this agreement.

- A. Name
- B. Current address and phone number
- C. E-mail address
- D. Union Membership status

The following information will be treated as confidential and not released outside of the POAM offices. Its use will be used exclusively for accounting purposes.

ARTICLE V

DISCRIMINATION

Section 1. The Parties will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of their membership in or participation in the activities of the Union.

Section 2. The Union agrees to continue to admit persons to membership without discrimination on the basis of age, race, creed, color, sex, disability, national origin or political affiliation.

Section 3. The Parties agree to continue its policy of not discriminating against any

employee or applicant for employment on the basis of age, race, creed, color, sex, disability, national origin or political affiliation.

ARTICLE VI

REPRESENTATION

Section 1. The Union shall furnish in writing the names of all Union representatives President, Vice President (Stewards) upon their election or appointment by the Union.

In the event that an employee chooses not to process their own grievance, but selects the Union to process said grievance, the Court shall not be obligated to deal with any employee or person other than those persons so designated in writing to the Court, and the Union agrees that the persons so designated have the authority and the power to resolve grievances on behalf of the Union, and that the Union will be bound by such resolution. The Court agrees to designate in writing to the Union those persons who have the authority to resolve grievances on behalf of the Court, and that the Court will be bound by such resolution.

Section 2. Each steward shall be allowed time to investigate any grievance occurring within their respective district of representation during their scheduled working hours without loss of pay. Should it become necessary for a steward to leave their place of work in order to investigate a grievance, the steward shall request of the Court Administrator or their designee, permission, which permission will not be unreasonably withheld. The steward shall provide the person in charge with the name of the employee they are going to see. The steward shall notify the person in charge upon their return to work. The above privilege is extended to stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 3.

- A. There shall be a Grievance Committee composed of a Local Union President and one (1) other member of the bargaining unit.
- B. The purpose of the Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Court other issues which would improve the relationship between the parties. It is agreed that all meetings will be held in accordance with an agenda supplied by the party requesting the meeting at least

five (5) calendar days in advance of the meeting, and such agenda may be modified only upon mutual consent of both parties.

- C. The Court shall meet as required, at a mutually convenient time, with the Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

Section 4. Union Business. The Local Union Head or their designated representative is to be allowed time off on Court time, for special Union Business Meetings that may arise. They will not be penalized for absence, nor shall their absence be charged to their sick or business time provided it does not exceed four (4) full days in any one year.

Additional time may be granted by permission of the Court Administrator.

Section 5. Special Conferences. Special conferences for important matters will be arranged between the Local President and the Court or its designated representative, upon the written request of either party. Such meetings shall be between a maximum of two (2) representatives of the Court and a maximum of two (2) representatives of the Union unless a greater number of representatives are mutually agreed by each party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in the written request for a meeting. Matters taken up on special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representative of the Local Union and or the TPOAM.

The Conference shall take place as soon as possible, but in no event later than ten (10) calendar days after the request is received, unless extended by mutual agreement.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 1. Employees who believe that any provision of this Agreement has not been properly applied or interpreted toward them may discuss their complaint with the Court Administrator with or without the Union President or Vice President within five (5) days 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 Court Administrator shall make arrangements for the employee and/or Union President or Vice President to be off the job to

discuss the complaint.

- A. In cases where the Union President or Vice President 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 Court Administrator shall make an oral reply; and, if accepted by the employee and the Union President or Vice President, the matter shall be considered resolved.

Section 2. If the Court Administrator's reply is not accepted, the Union may submit the grievance to the 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 Judge, the Court Administrator, the employee, and the President or Vice President for the Union, shall be scheduled within five (5) working days from the date such meeting is requested by the Union. The Union may include a representative of TPOAM. The Union representative may meet at a place on the Employer's property immediately preceding a meeting with the representatives of the Employer. The Judge shall give his written answer within five (5) working days from the date of the Step Three meeting.

Section 3. 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 Employer of the Union's intent to arbitrate the matter. The grievance shall be submitted to the Federal Mediation and Conciliation Service (FMCS) 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 Employer 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 or to infringe on the power of the Court. Any such review by an Arbitrator shall be limited to cases of suspension or termination.

ARTICLE VIII

SUSPENSION AND DISCHARGE CASES

Section 1. Discipline shall be administered by the Court in the following manner.

- A. Before the issuance of disciplinary action, where a meeting is to be held with the employee, the supervisor shall inform the employee and allow the employee to have union representation. If the employee declines union representation, he/she shall indicate so in writing and a copy shall be given to the union.
 - (1) If the employee accepts union representation, notification will be given to the employee and union representative of any disciplinary action taken against said employee. The employee and union representative shall be given a copy of such official entry.
 - (2) In the case of suspension or discharge, the employee will be allowed adequate time to discuss the suspension or discharge with his/her steward, and the Employer will make available an area where he/she may do so prior to leaving Court property. Upon request, a management representative will discuss the suspension or discharge with the employee and his/her steward.
 - (3) Exceptions to this procedure would be in situations where the suspended or discharged employee is not on the Employer's premises, the parties agree that such discussion would not be beneficial at this time or where the Employer has a reasonable basis to conclude that the employee needs to be removed from the Employer's premises without delay.
 - (4) In the case of an oral reprimand, a notation sufficient to document the nature of the incident, including date and subject matter – shall be placed in the employees personnel file.

B. Discipline is intended to be corrective and should follow a series of progressive steps to change the employee's unacceptable conduct or behavior. The parties recognize, however, that certain offenses do not require progressive discipline.

(1) The following is a series of progressive steps which should be followed in most cases when considering a like occurrence: In imposing any discipline on a current charge, the Court will not take into account any prior infractions which occurred more than one (1) year previously, however if there is a second suspension within the one (1) year time frame, the Court will increase the one (1) year to two (2) years, nor impose discipline on an employee for falsification of their employment application after a period of one (1) year from his date of hire.

- a. First Offense: Oral Reprimand(s)
- b. Second Offense: Written Reprimand(s)
- c. Third Offense: Suspension(s) not to exceed five (5) days.
- d. Fourth Offense: Suspension(s) not to exceed thirty (30) days, or demotion, where appropriate.
- e. Fifth Offense: Discharge.

(2) Where progressive discipline is utilized, these steps should give the employee notice that continued unacceptable conduct or behavior will result in more serious disciplinary action.

(3) In cases of more serious offenses, the first disciplinary action taken may begin with the written reprimand step; and, for the most serious offenses, it may be appropriate to impose suspension and/or discharge the employee on the first occasion of improper conduct without prior discipline.

C. Disciplinary action should be appropriate and take into account both the offense and the employee.

D. Factors which should be considered in imposing disciplines are:

- 1. The seriousness and circumstances of the particular offense;
- 2. The employment history of the employee involved;
- 3. The recency and nature of prior disciplinary action taken with respect to the employee;

4. Prior departmental action in comparable situations.

Section 2. In all instances in which the Employer may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended while the matter is investigated. In cases of suspension, the reasons for suspension shall be explained in the employee's presence, or a certified letter may be sent to the employee's last listed residence. Such initial suspension shall not be for more than five (5) calendar days. A written statement of the reasons for the suspension and possible discharge shall be given to the affected employee and to their Steward. The Employer shall decide, during the aforementioned five (5) calendar day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should have been given. In cases of suspension or discharge, the employee has the right, upon the employee's request and upon such employee's own time, to discuss the Court's action with the Steward, and the Court shall designate an area wherein such employee may have such discussion with such Steward before such employee shall be required to leave the premises of the Court.

Section 3. In the event the affected employee believes that their suspension or discharge under Section Two above is unjust, the matter may be processed through the grievance procedure.

Section 4. In the event it should be decided by the Employer or under the Grievance Procedure that the employee was discharged without cause or excessively disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay as of the start of the suspension.

Section 5. It is agreed that the maintenance of discipline is operation of this Court.

Section 6. All employees covered under the provisions of this contract shall, if caught drinking alcoholic beverages on the job or are adjudged to be under the influence or incapacitated due to alcohol or drugs while on the job, be suspended for up to twenty (20) days without pay for the first offense and discharged for the second offense.

Section 7. The Court shall have the right to promulgate work rules and standards of expected employee conduct.

ARTICLE IX
LAYOFFS AND RECALL

Section 1. Layoff shall mean the separation of an employee from the active work force. Layoff shall be by job classification seniority, least senior employee first, which shall be determined by the length of continuous service an employee has worked within a job classification commencing on the employee's first full day of work within that particular job classification. The following layoff order shall be followed:

- A. Part-time, temporary or seasonal employees in the classification affected shall be laid off first.
- B. Provisional employees in the affected classification shall be laid off second.
- C. Probationary employees in the affected classification shall be laid off third.
- D. Full-time certified employees in the affected classification shall be laid off in the inverse order of their classification seniority. For the purpose of this Article, the term "affected classification" shall be defined to mean the classification from which an employee is laid off, as well as the classification into which an employee enters or attains by virtue of exercising their bumping rights.

Section 2. Employee to be laid off shall be given at least seven (7) calendar days prior notice. The Local Union shall receive from the Court a list of the employees being laid off on the same date the notices are issued to the employees. Notification shall be by Certified Mail to the employee's last address as known to the Court. It shall be the responsibility of the employees to provide the Court with a current address.

Section 3. An otherwise eligible employee who is recalled from layoff shall be restored to full status with full seniority from date of last hire and full benefits as provided for in this Agreement, including any increments or pay increases he would have received had he been working.

Section 4. Employees to be recalled shall be given at least seven (7) calendar days prior notice. The Local Union shall receive from the Court a list of employees being recalled on the same date the notices are issued to the employees. Notification shall be by Certified Mail to the employees' last address as known to the Court. It shall be the responsibility of the employees to

provide the Court with a current address. Extensions may be made by the Court in proper cases.

ARTICLE X

SENIORITY

Section 1. Loss of Seniority: An employee's employment and seniority shall terminate if:

- A. The employee quits, or
- B. The employee is discharged, or
- C. The employee fails to give notice of his intent to return to work within five (5) working days and/or fails to report for work within ten (10) calendar days after issuance of the Court's notice of recall by Certified Mail to the last known address of such employee as shown by the Court's records. It shall be the responsibility of the employee to provide the Court with a current address, or
- D. The employee is absent from work for three (3) consecutive working days without advising the Court of an acceptable reason for such absence, or
- E. The employee overstays a leave of absence, or
- F. The employee gives a false reason in requesting a leave of absence or engages in other employment for another employer during such leave of absence, or
- G. The employee is retired, or
- H. The employee is laid off for a continuous period exceeding the length of their seniority, or
- I. The employee falsified pertinent information on his application for employment, provided the Court raises the issues within one (1) year from the date of hire.

Section 2. Probationary Employment: An employee is a probationary employee for their first three hundred sixty five (365) calendar days of employment. Upon completion of the probationary period, the employee shall be credited with three hundred sixty five (365) calendar days of employment length of service and it shall be so entered on the seniority list.

Section 3. Seniority Lists: An up-to-date seniority list will be furnished by the City of Southgate semi-annually to the Local Union President.

Section 4. Court seniority as used in this Agreement shall mean length of continuous service an employee has with the Court, within the TPOAM bargaining unit, commencing on the

employee's last date of hire.

Section 5. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined alphabetically by surname as of the date of their Certified Permanent original hire for purposes of determining which of the two (2) individuals is most senior between themselves.

Section 6. In the event it becomes necessary to determine an employee's job classification seniority, such seniority shall commence for the first full day's employment in the job classification as a full-time certified employee.

ARTICLE XI

WORK DAY AND WORK WEEK

Section 1. All employees of the 28th District Court are considered "hourly" employees and must utilize a designated time clock or time sheet for verification of hours worked. The employee must punch in at the beginning and at the end of each scheduled shift worked. The employee is allowed to punch in five minutes prior to and up to five minutes after each shift. NO OVERTIME shall be permitted without prior approval of the Court Administrator. If an employee receives overtime without prior approval, progress discipline shall be enforced.

Section 2. The work week is Monday through Friday from 8:00 am until 5:00 pm for all court employees; except where special programs are enacted such as the Veteran Court Program and part-time employees. Part-time employees shall be given a schedule by the Court Administrator either every two weeks, or monthly at the discretion of the Court Administrator.

Section 3. Overtime is paid at 1 ½ times base hourly wages and shall commence after 40 hours worked per week, for hours worked on Saturday or Sunday resulting in greater than 40 hours worked, and for hours worked on holidays. Hours worked in excess of eight (8) hours per day shall NOT be considered as overtime unless the hours place the employee above forty (40) hours per week. The employee must obtain permission to work in excess of eight (8) hours in a work day. Failure to obtain permission shall result in progressive discipline.

Section 4. If requested, an employee shall work over their eight (8) hour work day as the need arises. In the event that an employee is instructed by administration to work greater than eight (8) hours due to unique circumstances that is non-reoccurring, then the employee shall receive overtime pay for those hours worked in excess of eight (8) hours. Failure to work over

when requested, without just cause approved by Administration, shall result in progressive discipline.

Section 5. Request for time off must be made in writing and given to the Court Administrator for approval prior to taking time off; except for sick or emergency situations. Vacation time and Personal time must be scheduled in advance in order to ensure proper coverage for all Court functions. Vacation time shall be taken in full-day increments and personal time shall be taken in 15 minute increments unless approved by the Court Administrator.

Section 6. In the event of illness or other unforeseen circumstances, an employee must call into the Court Administrator at least one hour prior to the start of your shift. A voice mail message is sufficient.

Section 7. Failure of an employee to appear for their scheduled shift, without contacting the Court Administrator, or without just cause, shall result in termination of employment.

Section 8. It is expected that all employees shall be ready to work at the start of their scheduled shift.

Section 9. The 28th District Court has established two 15 minute, paid, rest periods per 8 hour work day. There will be one 15 minute rest period in the morning session of work and a 15 minute rest period in the afternoon session of work. All 15 minute rest periods shall be taken either in the appointed break room, kitchen, or in the vicinity of the picnic tables located by the rear entrance to the court building. Employees shall remain available at all times during their breaks for emergencies, questions, or coverage as necessary. Permission from the Court Administrator must be received before an employee can leave court premises during a 15 minute rest period. All rest periods shall be scheduled by the Court Administrator or Department Head to ensure proper coverage.

Section 10. Any employee working greater than 6 hours shall take a one hour, unpaid rest period. The employee does not have to punch out for the one hour lunch period and the employee may leave court premises, as it is unpaid and employee time. However, it is expected that all employees shall return and ready for work at the end of a one hour (60 minute) lunch rest period. Failure to return to work at the end of one hour shall result in progressive discipline.

Lunch rest periods are scheduled and should be taken as scheduled to ensure proper coverage. Any change in lunch rest periods shall be approved by either the Court Administrator or Department Head. Note: If an employee is taking a half day off for personal time, then that employee can, with permission of the Court Administrator, waive the one hour unpaid lunch rest period and leave one hour earlier, providing that the total time the employee works does not exceed 6 hours.

Section 11. The implementation of a policy regarding "flexible time" shall be determined by the Court Administrator or the Chief Judge for operations of the Court office, to be developed with input from bargaining unit representatives. Flexible time shall be defined as the scheduling of employees within such departments to work differing eight (8) hour shifts, between 6:00 a.m. and 6:00 p.m. on any work day with approval of the Court Administrator or Chief Judge.

ARTICLE XII

SAFETY AND HEALTH

Section 1. Work Environment: The Parties to this Agreement resolve to establish a safe work environment

Section 2. Medical Shots: Flu shots and hepatitis shots shall be made available by the Parties to each individual at least once each year under the tenure of this contract.

ARTICLE XIII

HOLIDAYS

Section 1. Holidays with pay at the regular rate shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday (all day)
5. Memorial Day
6. Juneteenth
7. Fourth of July
8. Labor Day
9. Veteran's Day

10. Thanksgiving Day
11. The day after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

The Parties agree that these Holiday's currently reflect the Holiday's provided for to the Municipal employees of the City of Southgate. In the event that City Offices are closed in observance of a Holiday not mentioned above or the members of TPOAM are provided an additional paid day off. The 28th District Court shall also be closed in recognition of this closure.

Section 2. Should any of the above-listed holidays fall upon a Saturday, then Friday, all day, shall be a day off. Friday is a time and one-half day; Saturday is a double-time day. Should any of these holidays fall upon a Sunday, then Monday, all day, shall be considered to be the holiday. To determine when a holiday falls for purposes of the Friday-Monday rule, the parties will use the day the holiday falls by federal statute with the exception of Veteran's Day which will be celebrated November 11.

Section 3. Should an employee be called to work on any holiday listed above, they shall be paid in addition to their holiday pay, at the rate of double time.

Section 4. An employee must work the full day before and a full day after a holiday to be compensated for the holiday. However, for purposes of holiday pay only, an employee may be permitted a grace period at the beginning of the work day immediately preceding and following a holiday not to exceed thirty (30) minutes. The employee may receive permission to be off work by the Court Administrator or designee only upon one day's prior notice. If an employee is absent from work on the day before or the day after a holiday because of illness, then a doctor's certificate will be furnished if requested by the Court Administrator or his designee.

Section 5. Failure to Report for Holiday Work: An employee who may be requested to work on a holiday and who accepts such holiday work accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive pay for such holiday.

ARTICLE XIV
ANNUAL VACATION

Section 1. Eligibility and Amount: Employees of the Court will earn credit toward vacation with pay in accordance with the following schedule:

Start - One (1) working day of vacation for each month of service up to a maximum of twelve (12) working days.

2 years but less than 4 years - thirteen (13) working days of vacation.

4 years - Fourteen (14) working days of vacation.

5 years - Fifteen (15) working days of vacation.

6 years - Sixteen (16) working days of vacation.

7 years - Seventeen (17) working days of vacation.

8 years - Eighteen (18) working days of vacation.

9 years - Nineteen (19) working days of vacation.

10 years - Twenty (20) working days of vacation.

11 years - Twenty-One (21) working days of vacation.

12 years - Twenty-Two (22) working days of vacation.

13 years - Twenty-Three (23) working days of vacation.

14 years - Twenty-Four (24) working days of vacation.

15 years - Twenty-Five (25) working days of vacation.

16 years - Twenty-Six (26) working days of vacation.

17 years - Twenty-Seven (27) working days of vacation.

18 years - Twenty-Eight (28) working days of vacation.

19 years - Twenty-Nine (29) working days of vacation.

20 years - Thirty (30) working days of vacation.

21 years - Thirty-One (31) working days of vacation.

22 years - Thirty-Two (32) working days of vacation.

For all employees hired prior to July 1, 2008, there will be a maximum of thirty-two (32) vacation days to be accumulated. Employees hired after July 1, 2008 are capped at 25 days of vacation.

Section 2. Scheduling of Vacations: The Court Administrator shall be responsible for the scheduling of vacation time in the 28th District Court, and they shall post an annual vacation schedule indicating the scheduled vacation time of each employee in the 28th District Court. Vacation time shall be made available to all eligible employees and utilization shall be governed by departmental policy, to be developed with input from the bargaining unit representatives.

Section 3. Responsibility for Scheduling Vacations: It shall be the responsibility of each employee to make their request for vacation time. Vacations shall be submitted to the Court Administrator by March 1st of each year and an approved list of vacations shall be posted no later than April 1st.

Section 4. Holidays During Vacation: Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time. They shall be given an extra day's vacation.

Section 5. Listing of Vacation Schedules: The Court shall cause a list to be prepared shortly after January 1st of each year indicating the earned vacation of each employee during the previous year. Said list is to make allowances for extended leaves of absence for whatever cause, except duty incurred disability, the deduction of one (1) days' vacation credit for each full month of leave, provided also that ten (10) months of service shall constitute full service for the purpose of this Article.

Section 6. Illness During Vacation: Any employee, while on a vacation, who may

suffer a disabling injury or illness, may have any one or more of those days charged as sick days instead of charges as vacation days as follows:

- A. Any emergency room charges.
- B. Any and all days admitted as a patient in a hospital.
- C. Any and all non-hospitalized days in which a physician certified that the employee is incapacitated and cannot engage in anything other than limited activities, provided such illness terminated the vacation prior to the last five (5) scheduled vacation days. Employees agree that in the case of a dispute such employee would provide written release for medical records.

On presentation of any of the above, the employee shall be charged sick days instead of vacation days, provided such employee has sufficient days in the employee's sick bank. Interrupted vacations under these provisions may be scheduled at a later date.

Section 7. Eligibility Clause:

- A. Credit will be earned only for those months in which an employee is paid or compensated for at least fifteen (15) full days.
- B. If, as of December 31, of the year during which the vacation credit is earned, an employee who was hired during such a year had:
 - 1. at least three (3) months service, and
 - 2. worked at least three (3) months but earned less than five (5) working days vacation; they shall be eligible for the number of non-accrued vacation days sufficient to bring this total vacation days to both earned and non-accrued to five (5) working days. These days must be used consecutively. Unused, non-accrued vacation days shall be forfeited.

ARTICLE XV

CALL IN WORK

Section 1.

- A.
 - 1. In the event any full-time employee is called back into work after leaving the work place from their regularly scheduled work day, the employee shall be guaranteed a minimum of two (2) hours of work or in lieu thereof, two (2) hours of pay at the applicable overtime rate.
 - 2. This provision shall not apply in instances of continuous overtime which

is in addition to an employee's regular work day.

- B. Any employee called in and then released before having worked three (3) hours shall be subject to any other recall that may occur within the same three (3) hour time period.

Section 2. In the event any full-time employee is called into work on Sunday or Holiday, they shall be paid three (3) hours call-in pay or double time for all hours worked, whichever is greater. Call-in pay shall consist of three (3) hours, irrespective of whether or not the employee actually works three (3) hours or less, unless the employee refuses a job assignment within their classification.

Section 3. Any employee who is called in to work out of their classification shall be paid at the rate of the classification at which they will be working unless they are working at a lower classification in which they shall be paid at his regular rate.

Section 4. It is agreed between the parties that overtime is necessary by the very nature of the business in which we are engaged.

ARTICLE XVI

LONGEVITY

Section 1. Longevity pay shall be made a part of the official salary plan and as used in this contract is defined as increments of compensation payable annually, based upon years of service to the Court, and shall be paid in addition to compensation provided for any given class of positions.

Section 2. "Longevity Steps" as used in this contract shall be defined as increments of compensation payable upon the completion of five (5) years of service and yearly thereafter, however employees hired after 7/1/2008 longevity steps as used in this contract shall be defined as increments of compensation payable upon the completion of ten (10) years of service and yearly thereafter. Longevity pay steps shall be granted to all Court employees covered in this contract in accordance with the following:

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service with the Court, however employees who have been hired after 7/1/2008 will be eligible for their first payment upon

completion of ten (10) years of service with the Court.

- B. The first longevity step shall be fixed at \$100.00 after the first five (5) years of service and succeeding steps to be paid at \$50.00 for each year of service, however employees hired after 7/1/2008 the first longevity step shall be fixed at \$100.00 after the first ten (10) years of service and succeeding steps to be paid at \$50.00 for each year of service.
- C. Any employee who shall become eligible to receive the longevity pay shall receive such longevity increment on the first pay day following the anniversary date on which the said employee became eligible, and in the first pay following the anniversary date of each year thereafter.
- D. Eligibility for longevity shall be calculated upon a basis of continuous employment with the Court without interruption or break. Layoffs, leaves of absence without pay, time off without pay and suspensions shall not be considered as breaks in service; provided, however, that the length of such time off shall be deducted from the total length of service, except military leaves, leaves during which employees are receiving Workers' Compensation, leaves granted to disabled veterans, and 90-day leaves of absence granted because of personal illness or pregnancy in one year shall not be deducted.
- E. Effective July 1, 2011 all longevity payments shall be capped at \$1,000.00.

ARTICLE XVII

INSURANCE BENEFITS

Section 1.

A. The Court shall provide Employees with the option of selecting either Community Blue 12 or Blue Care Network HMO. (See Attachment 2). The Co-Pay prescription Drug Rider for Blue Care Network shall be as follows: Tier 1A - \$4 copay, Tier 1B - \$15 copay, Tier 2 \$40 copay, Tier 3 - \$80 copay, Tier 4 – 20% coinsurance (Max \$200), Tier 5 – 20% coinsurance (Max \$300). The City has the right to place prescription coverage through another provider.

Health Care – The Court will continue to enforce the hard cap methodology consistent with Public Act 152. The Parties agree that the blending formularization to determine the employee's share of the costs will remain in effect as long as the Court

utilizes the hard cap methodology. Health Care plan employee costs shall be set annually with the total cost of plan above the annual hard cap limit being blended and charged at the same rate per employee regardless of plan (single, family, two person).

B. Any employee who elects to terminate hospitalization and medical insurance coverage shall receive payment of \$4000.00 per single, \$6000.00 per double or \$8000.00 per family, annually. Upon receipt of written request from any employee, the Parties will initiate steps to have the insurance carrier reinstate the employee's hospitalization and medical insurance coverage in accordance with the policies of the insurance carrier concerning reinstatement; however, in that event, the employee will receive a prorated portion.

C. A non-duplication of benefits rider will be inserted into Court insurance coverage.

D. Employees hired prior to 7/1/2008 Medical and hospitalization insurance as outlined above shall be provided to all retirees and spouses until such retiree or spouse is eligible to receive Medicare. The Employer agrees to continue medical coverage and drug plan benefits for all eligible bargaining unit members hired before 6/30/2008 upon the achievement of full retirement as provided under the collective bargaining agreement. This medical coverage shall be a vested benefit that shall not be terminable during and after the expiration of this Agreement. However the benefit shall end upon a bargaining unit member achieving age sixty-five (65) or Medicare eligibility.

The medical coverage and drug plan provided shall be the equivalent plan or plans of the active health care plan or plans provided to active bargaining unit members, including co-pays, deductibles, co-insurance and any employer deductible deposits, etc.

Any negotiated changes in the collective bargaining agreement shall be applied to the former bargaining unit member/retiree and/or their eligible dependents.

A former bargaining unit member/retiree's health care benefit eligibility shall cease upon the occurrence of attaining age sixty-five (65) and/or achieving Medicare Eligibility.

Bargaining unit members agree to the following health care contributions in retirement.

5% of HMO plan.

If a Retiree relocates beyond the HMO coverage area or chooses to select the PPO option.

20% of PPO plan

Upon attaining Medicare eligibility, he/she shall receive a \$300 stipend per month and per eligible spouse to a total of \$600.00 per month to purchase Medicare Supplemental insurance, at which point all City obligations shall cease.

Employees hired after 7/1/2008 there will be no insurance benefits during retirement. The City will provide RHSA. The Parties will contribute 2% of pay, the employee will contribute 2% of pay. Vesting for this plan is ten (10) years.

- E. Upon the death of an employee retiree, such retiree's spouse shall continue being covered under the Parties medical and hospitalization plan until such spouse is eligible to receive Medicare or remarries, whichever event shall first occur. The Parties will pay the premiums to provide for Medicare complementary coverage. The term "spouse" as used herein shall mean only that person to whom the employee is legally married to on the date the employee retires from active duty with the 28th District Court.

Section 2. Sickness and Accident Benefits:

- A. To be eligible for either sickness or accident benefits, an employee must have:
1. Achieved seniority and be working full time.
 2. Become wholly and continuously disabled.
 3. Be under a doctor's care and furnish evidence of same upon request.
 4. Furnish the insurer with satisfactory proof of disability upon request.
- B. Benefits shall commence only in accordance with the schedule hereinafter set forth:
1. For an accident, benefits start on the eight complete day of disability

unless an employee is confined to a hospital for five (5) consecutive days or more, whereupon benefits shall be retroactive to the first full day of such hospitalization.

2. For illness, benefits start on the eighth day of disability.
3. For purposes of this Article, an employee is confined in a hospital only if confinement is for at least eighteen (18) consecutive hours or if the hospital makes a room and board charge.

C. The Insurer has the right to have the employee examined at its expense while a sickness and accident claim is pending or being paid.

The Parties, at their expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

D. The employee shall not be eligible to receive Sickness and Accident Benefits while he is:

1. Eligible for unemployment benefits under any unemployment compensation law, or
2. On layoff except as specifically provided to the contrary in Section E5, below.
3. On leave of absence except as specifically provided to the contrary in Section E5 of this Article, or
4. Has quit his employment, or
5. Been discharged for cause, or
6. Is receiving Worker's Compensation Benefits, or
7. Is collecting benefits under any other wage continuation program provided by the Parties such as sick days, it being understood that the employee may elect coverage under one program at a time subject to this Agreement.

Section 3. Life Insurance: The Parties shall provide a \$25,000.00 Life Insurance Policy for employees. This insurance shall be provided no more than 45 days after the signing of the contract by both parties.

Section 4. Dental Insurance. Employees hired prior to 7/1/2008 the City will provide Delta Preferred Option with 80/20 dental coverage with a \$1,500 annual maximum and a \$2,000 lifetime orthodontic benefit for active employees and eligible dependents. Employees hired after 7/1/2008 the Parties will provide the Delta Preferred Option with \$1,000 annual maximum and \$2,000 lifetime orthodontic benefits for active employees and their eligible dependents, with the following class percentages: Class 1 – 80/20, Class 2 – 70/30, Class 3 - 50/50, Class 4 - 50/50.

Employees hired prior to 7/1/2008 the Parties shall provide and pay the premiums for an 80/20 Dental Insurance Program with an annual maximum benefit of \$500 for employees who retire after July 1, 1999, and their spouse at the time of retirement.

Section 5. Optical Insurance. The Parties will provide Blue Cross-Blue Shield 80/20 plan or its equivalent. (Hospitalization/dental – Current plans to be reviewed with Committee representative from each affected bargaining unit, with goal of more cost-effective coverage. Mutual concurrence of City and Committee will be necessary to institute any changes.)

Section 6. General Provisions: The Parties may, with prior notification to the Union, select or change the insurance carrier in its discretion provided that benefit levels in force at the time of execution of this agreement shall be maintained at equivalent levels and the Parties shall be entitled to receive any dividends, refunds or rebates earned without condition for employee non-contributory insurance.

- A. All benefits shall be subjected to standard provisions set forth in the policy or policies.
- B. Benefits for otherwise eligible new employees shall become effective on the first day following such employee's sixtieth work day, including Saturdays and Sundays, if worked.
- C. Insurance coverage continues only for the balance of the month or until the next premium is due, whichever is later, where employment and seniority is interrupted by layoffs, discharge, quit, strike, or retirement, except as provided in this Article, or general leave of absence, or any other reason. Provided, further, that an employee on an approved leave of absence shall be permitted to continue coverage at such employee's expense, if permitted by the insurance policy, for a period not to exceed ninety (90) calendar days and such other period as may be

approved by the City Council. Provided, further, the City will maintain insurance coverage at its expense for a bargaining unit employee for the first ninety (90) consecutive days of a City approved medical leave of absence, including maternity leaves.

- C. In the event any employee fails or refuses to make timely payments of employee contributed sums necessary to maintain any insurance coverage, such employee coverage shall be terminated.
- D. Should the Parties be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates what benefits provided by the Parties under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Parties not be obligated to provide double coverage and to escape such double payments, the Parties shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance program.
- E. It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provided for survivor benefits and there are no eligible survivors, no benefits shall be paid.
- F. The Parties reserves the right to subrogation and recovery of amounts paid by the Parties, or its insurance plans, on behalf of a person covered by the Parties insurance plans because of an injury in which the person covered by the Parties insurance plan is entitled to recovery and is paid damages by another party.
- G. No insurance plan of the Parties in conjunction with any plan or plans without limit as to source or nature shall be construed so as to require payment of more than 100% of the employee's actual loss.
- H. All employees shall be required to use direct deposit. This change will be implemented no later than July 31, 2011.

ARTICLE XVIII

WORKERS' COMPENSATION

Section 1. Injuries and illness arising out of and in the course of employment will not be deducted from sick leave credits, and an employee shall be paid his regular pay during the period of injury up to one (1) year. The employee may request a further six (6) month extension from the Court Administrator or his designated representative which shall not be arbitrarily or unreasonably denied. All workers' compensation checks for this period shall be forwarded and endorsed back to the City of Southgate.

Section 2. In the event there is a dispute whether a disability arose out of and in the course of employment, the matter will be dealt with in accordance with the Workers' Compensation Laws of the State of Michigan. In the event of any such dispute, the employee shall continue to receive his regular pay for a period of up to one (1) year. The employee may request a further six (6) months extension from the Court Administrator or his designated representative which shall not be arbitrarily or unreasonably denied. During this period of dispute, however, an employee shall incur charges against accrued sick, personal and vacation time, in respective order. Once these accrued times have been exhausted, the employee shall continue to be paid until the end of the designated period, provided said employee has executed a form satisfactory to the Court, permitting recovery of the excess pay advanced by the City. To avoid hardship on the employee, any such recovery of excess pay shall be made over the same length of time as that in which the excess payments were made.

Section 3. If determined that an employee's disability arose out of and in the course of employment, all sick, personal and vacation time shall be returned to the employee. Any workers' compensation payments made for the period during which the employee was receiving pay under this sub-section shall be forwarded and endorsed back to the City of Southgate.

Section 4. If determined that an employee's disability did not arise out of and in the course of employment, all sick, personal and vacation time shall not be returned to the employee, and the City shall recover the excess pay in accordance with the form executed by the employee.

Section 5. Retroactive U.S. Government Social Security Administration Disability payments covering any period for which the Court made a differential payment shall be payable to the Court to the extent of such differential paid and for the period of the benefit.

Section 6. Otherwise eligible employees returning from Workers' Compensation leave shall return to their former job at their appropriate pay if they are able to perform all the

recurring duties of their former job; if the employee is unable to perform all the recurring duties of their classification, they shall be assigned to a classification the recurring duties of which they are able to perform at the rate of the classification to which assigned.

ARTICLE XIX

SICK LEAVE

Section 1. For purposes of this Article, one (1) month of service, or fraction thereof as hereinabove set forth, shall provide sick leave credit for that month. Verification will be required for utilization of these five (5) days if more than three (3) are used consecutively.

Sick time shall be permitted to be used due to the personal illness, sickness, or physical incapacity of the employee, or an illness or injury to a member of the employee's immediate family, including a child or spouse.

Section 2. Accumulation of Sick Time: Unused sick leave shall be accumulated without limit at the above rate.

Section 3. Changes to sick leave provisions for employees hired after July 1, 1993. These changes will commence January 1, 2002 employees shall be entitled to sick leave with an accrual of one ½ (half) day computed at straight time for each month of service for which he/she is paid or compensated for at least 15 days. Verification will be required for utilization of these five (5) days if more than three (3) are used consecutively.

Section 4. Sick Leave for Employee Hired after 7/1/93:

- A. Employees hired after 7/1/93 may accumulate a maximum of one-hundred (100) sick days.
- B. After one-hundred (100) days of sick leave are accumulated, each employee will receive annually only the amount of sick leave necessary to return the accumulated sick leave to one-hundred (100) days or a maximum of five (5) days per annum, whichever is less.
- C. Upon each request for long-term disability an employee will first use ten (10) accumulated days (5 days must be sick, 8 will be the employees choice), if the employee runs out of time the Court will let employees use time from the next

year, the employee will continue to be paid his/her full 40 hour salary for a further period of up to ten (10) work weeks per year. This time will not accumulate and will reset each January 1st. Once that is exhausted eligible unit employees will be accorded family and medical leave in accordance with provisions of Family Medical Leave Act of 1993, as amended. At the Employer's option, sick, vacation and compensatory banks must be used during an FMLA leave. In no event, however, will an Employee be required to reduce either their sick or vacation bank to less than eighty (80) hours respectively.

- D. The Court may require the employee to be examined by a Court designated doctor periodically during a period of illness.

Section 5. Charge Against Credits: An employee may utilize their sick leave allowance for absences for the following reasons:

A. Sick Leave:

1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.
2. Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
3. Due to illness of a member of the immediate family who requires their personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this Section shall be a spouse, child, or parent.

B. Personal Leave:

1. An employee hired after July 1, 1993 may utilize up to five (5) days per year for personal business. All employees hired after July 1, 1993 may utilize up to five (5) days per year for personal business. Personal leave days shall be subject to the approval of the Court Administrator, or his designated representative, approval will not be unreasonably withheld during the beginning or end of an eight (8) hour work day.
2. These personal days may be used to report to the Veteran's Administration for medical examination or other purposes relating to eligibility for

disability pension, or medical treatment.

Section 6. Denial of Sick Leave: An employee absent for one of the reasons mentioned above shall inform his immediate supervisor and failure to do so within one (1) hour after the start of the shift may be the cause for denial or sick leave with pay for the period of the absence.

Section 7. Requirements for Using Sick Leave:

- A. After being three (3) consecutive days absent, the employee may be required by the Court to produce evidence in the form of a Court authorized medical certificate, of the adequacy of the reason for his absence during the time for which sick leave is granted.
- B. The Court will grant sick leave to an employee for periods of illness not exceeding thirty (30) calendar days, provided that the Court receives a Court authorized certificate from a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.), stating how the person is not able to perform functions of position.
- C. All requests for sick leave for more than thirty (30) calendar days duration shall be submitted to the Court for prior approval, and shall be accompanied by a M.D. or D.O.'s certificate supporting said request stating the diagnosis, how it disables the person working, and the approximate period of disability. The Court may require further medical reports, from time to time, on all sick leaves in excess of thirty (30) calendar days or may require the employee to be examined by a Court designated physician.

D. If a perceived pattern of sick leave abuse exists, the Court may initiate disciplinary action, after compliance with the Special Conference provisions of Article VI, Section 5.

Section 8. Layoffs, Transfers, Etc.: All accumulated and unused sick leave days shall be credited to any employee from a layoff, transferred or certified to another department without break in service, appointed from a re-employment list, or returning from a leave of absence.

Section 9. Exceptions: An employee may not utilize his accumulated sick leave reserve for absence resulting from an injury arising out of and in the course of employment with an employer other than the 28th District Court.

No employee shall earn sick leave credits while not actively employed by the Court.

That is to say, employees on layoff or leave of any type, except Military Leave shall not earn sick leave credits while not working.

Section 10. Holidays During Sick Leave: Sick leave shall be taken upon a five (5) day work week basis. Holidays falling within a period of sick leave shall not be counted as work days.

Section 11. Military Leave: Employees returning to the classified service from a military leave shall be granted sick leave credit for each month spent in military service, not to exceed the number of days the employee would have accumulated had he not been on military leave, and not to exceed a total of twelve (12) such credited days.

Section 12. Payment of Sick Leave Upon Separation: Upon separation from the Court service, an employee shall be paid for one-half (1/2) of all unused accumulated sick leave, however, for employees who have worked a minimum of ten (10) years full-time service with the Court, said employee shall receive 100% of all unused accumulated sick leave provided:

- A. That the rate of payment shall be based upon the regular annual salary of the employee at the time of separation. If an employee is separated upon the termination of a leave of absence, the rate of payment shall be based upon the employee's regular annual salary which he was receiving at the beginning of his leave of absence.
- B. That at the time of separation, the employee has had at least four (4) years of continuous service with the Court. Layoffs, leaves of absence without pay, time off without pay, and suspensions and separations followed by subsequent re-employment shall not be considered as breaks in service, provided, however, that the length of such time off or separation shall be deducted from the total length of service, except that military leaves, leaves granted to disabled veterans due to illness resulting from a service connected disability, and ninety (90) day leaves of absence granted because of personal illness in any one year shall not be deducted.

Section 13. Death or Retirement of an Employee: If the separation is the result of the retirement or death, the employee or his estate shall receive full payment of all accumulated sick leave. Regarding death, if the deceased has completed two (2) or more years of continuous Court service; provided there are heirs and provided further that application for same must be

made within ninety (90) days of death, or in the end of the fiscal year, whichever occurs later.

Section 14. Re-employment of an Employee: In the event an employee has been separated and paid for such accumulated sick leave, and subsequently, is re-employed by the Court, his subsequent sick leave accumulation shall be calculated as though he were a new employee.

Section 15. Listing of Employee's Sick Time: By means of an annual report, the Court shall make available to the Union not later than March 1 of each year, the vacation and sick time of each employee.

Section 16. Sick days, personal days, business days, leaves of any type or description shall neither commence nor end on either the day preceding or following a holiday or a vacation unless approved by the Court prior to the scheduled vacation being taken or the observance of the holiday.

Section 17. Sick leave or personal business time shall be taken in minimum increments of fifteen 15 minutes.

Section 18. A current employee may elect to sell back to the City of Southgate earned but unused sick days, provided that the total sick days paid to any employee shall not exceed ten (10) in a twelve (12) month period, from date of last sell-back, and further, provided that the employee has more than sixty (60) days of sick leave accumulation and the sale does not reduce the accumulated balance below sixty (60) days.

ARTICLE XX

BEREAVEMENT LEAVE

Section 1.

A. An employee shall be allowed, without loss of pay, upon request, up to the following number of days per identified category to make preparation for and attend the funeral and burial of an immediate member of his family herein after identified:

1. Up to six (6) days for husband, wife, child, or parent.
2. Up to four (4) days for brother, sister, parent -in -law, brother -in- law, sister- in -law, grandparent, or grandchild.

3. Up to three (3) days for son in law, daughter in law, or step parent.
 4. Up to maximum of six (6) days for simultaneous tragedy involving the death of more than one covered member of immediate family where death is attributable to the same event.
 5. Up to three (3) additional days may be utilized by the employee to attend a funeral more than a 300 mile radius from City.
- B. Funeral leave as prescribed herein shall not be deducted from sick leave credits. Additional days may be granted by the Court, but are to be charged against sick leave.

Section 2. If an employee is at work when notified of the death of a member of the employee's "immediate family" as hereinbefore described, the employee shall be granted, upon request, the remainder of the day off without loss of pay.

Section 3. Proof of bereavement shall be required in all cases subject to this Article in order to receive regular pay upon return for time away from the job.

ARTICLE XXI

EDUCATION

Section 1. The City of Southgate 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 requirements:

- A. The employee has received the prior written recommendation and prior written approval of the City Management after obtaining approval from the Court Administrator. The City of Southgate 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 requirements:
- B. Reimbursement shall be paid at the following rates: 1.) local community college tuition shall be reimbursed at 100% of the cost of tuition 2.) Public University tuition shall be reimbursed at 50% of the cost of tuition.
 1. Reimbursement shall be made to not more than four (4) eligible employees simultaneously, and

2. Eligible employees must achieve a grade of "C" (70%) or better, and credit if credit is offered, and
3. All courses must meet written criteria established and re-established by the City, and
4. The City reserves the right to refuse any particular college or educational institution, and
5. Grants or Scholarships by the Federal or State Government, Education Institution or other source or whatever description shall be deducted from the City reimbursement program, and
6. Eligible employees claiming reimbursement must prove they actually paid the amount sought to be reimbursed by furnishing specific receipts and employees may make payment arrangements with the City based on need, and
7. To be reimbursed, the courses must relate directly to the work the employee is then performing or another bargaining unit classification and such course must be part of a recognized degree or certificate awarding curriculum, other than a basic course, unless specifically waived by the City, and
8. If the City requires attendance at any particular course of instruction, the City reserves the right to designate the school or institution.

ARTICLE XXII

LEAVE OF ABSENCE

Section 1. General Leave of Absence:

- A. A three (3) month leave of absence without pay may be granted by the Court, in the discretion of the Court, upon reasonable written request.
- B. Upon returning, the employee shall be placed in the same classification that he left, at the prevailing rate of pay.
- C. A longer period of leave of absence may be granted at the request of the employee at the concurrence of the Chief Judge. A written request for an extension may be granted at the concurrence of the Chief Judge.

Section 2. Medical/Maternity Leaves:

- A. Medical leaves requested due to illness or injury including maternity leaves, shall be submitted to the Court Administrator and must be accompanied by a Doctor's statement that the employee is unable to work and stating the reason therefore. Such leave must be authorized by either the Court Administrator or the Chief Judge.
- B. Medical and/or Maternity Leaves shall have a duration of up to four (4) months and shall be subject to extensions by the Chief Judge with medical proof, upon request by the employee.
- C. All leave requests shall state the exact date on which the leave begins and the estimated date on which the employee is to return to work.
- D. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from their job, without recourse.
- E. No employee shall return to work prior to expiration of their leave unless otherwise agreed to by the Court.
- F. Employees requesting maternity leaves will be permitted to work beyond the sixth (6th) month of pregnancy, upon the employee's written request accompanied by a statement from her physician certifying her continued physical ability to perform her job.
- G. Employees returning to work, the employee shall have the right to return to the same classification in the same department or unit in which said employee worked at the time the leave was granted, without loss of seniority or benefits as specifically provided for in the Agreement. Employees failing to return to work at the termination of an approved leave or any extension thereof shall lose seniority and shall be terminated.

Section 3. Military Leave: The Employer and the Union recognize that the matter of a leave of absence for an employee during the period of his military service is controlled by the applicable universal Military Training and Service Act, as amended, and is interpreted by decisions of the courts and regulation of the Administrative Agency administering any applicable

act. Whenever an employee goes on a temporary leave (example: two (2) weeks duty) and does not use any accumulated banked time (vacations, compensatory time), they can submit to the Employer a statement of earnings provided by the military pay and the pay provided in this Agreement Quarter Allowance and mileage shall not be considered as military wages earned.

Section 4. - Should an employee be called into permanent active duty without a specified date of return, such as a conflict of war, and that employee wishes to remain on the Employer payroll, they may at their option use any accumulated banked time (vacation, compensatory time) to remain on the payroll until it has been exhausted. The said employee shall be entitled only to such benefits as are provided for in the Universal Military Training and Service Act, as amended.

Section 5. National Guard Leave

Employees, who are members of the National Guard, Reserves, etc., shall be granted automatic leave of absence for the purpose of attending active duty training. (i.e... a maximum of two (2) consecutive weeks of active duty training per year) further, all other provisions of Article XXII section 3 Military Leave shall apply.

Section 6. The City agrees to allow upon request of the employee, and approval of their department head, a one-week voluntary non-paid leave of absence per year. If requested and approved, such a leave of absence shall not infringe upon nor alter said employee's sick, free business, or vacation time. The employee may only take such leave in one-week increments, and the placement of those increments shall be treated as unpaid absences for the purposes of holiday pay. Any further policy changes if necessary, regarding this procedure shall be agreed upon by the Union and the City at a later date.

Section 7. No employee shall be placed upon a leave of absence prior to exhausting all other paid leave programs provided for in this Agreement, with the exception of not more than five (5) paid vacation days, unless the city has given such requesting employee a specific written waiver.

Section 8. Employees failing to return to work following a leave or extension may be subject to termination.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. Service Credit Computation: For benefit purposes service credit shall be accrued in accordance with the provisions of Article XIV, Annual Vacations, Sections 5 and 7; Article XVII, Insurance Benefits, and Article XX, Bereavement Leave, Section 1.

Section 2. Jury Duty: Any employee who is called to and reports for jury duty shall be paid by the Court for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Court and does not work, an amount equal to the difference between: (1) the employee's regular straight time hourly rate, exclusive of shift, and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work; and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Court's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year. In order to receive payment under this Section, an employee must give the Court prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who without being summoned, volunteer for jury duty.

Section 3. Uniforms: For court security purposes, court officers will wear a uniform at all times that is approved by the court administrator. The court officer shall wear a firearm at all times while working the court security station and courtroom. The uniform shall be in good repair and free of rips, tears, stains, and disfigurement.

The court shall supply a full-time court officer with three complete sets of uniform at hire, and two replacement uniforms per year thereafter.

One time only, the court shall supply the court officer with a badge and a utility belt containing a set of handcuffs, small flashlight, spray, and firearm holster. The court shall replace spray as expires or used.

The court officer is responsible for shoes that are black and non-skid work attire.

All items shall be turned in to the court administration at time of employment separation.

Section 4. Employee Incentives: Incentives will be paid on the first paycheck in

December.

A. Employees that have the following:

1. Court Recording Certification \$500 Bonus
2. CCJB (Certified Criminal Justice Professional) Certification \$500 Bonus
3. Fire Arms Certification for Court Officers \$500*

*\$615 Gun allowance removed.

Section 5. Copy of Union Contract: A copy of the Agreement shall be distributed by the Court Administrator.

Section 6. The parties being mutually desirous of establishing a uniform program dealing with tardiness, hereby agree as follows:

A. Late employees will be docked one-tenth (1/10th) of an hour for each six (6) minutes late or part thereof; however, employees are not required to work during any docked period unless paid. The employee shall be given a six (6) minute grace period at the beginning of the employee's shift for the purpose of pay docking only. Tardiness beyond the grace period will result in docking from the first minute.

1. Four (4) times late in any consecutive three (3) month period shall receive a counseling report.
2. Five (5) times late in any consecutive three (3) month period shall receive a written warning.
3. Six (6) times late in any consecutive four (4) month period shall be subject to a disciplinary layoff.
4. Seven (7) times late in any consecutive five (5) month period shall be subject to discipline up to and including discharge.

Section 7. Certification: The Parties agree that they will pay the cost for continued State Certification of employees as required through educational and/or training programs which are mandatory by State statute and are authorized by the Court Administrator. Furthermore, if the Parties require an employee to attend any training programs as detailed above, said employee will be compensated at straight time for all hours spent for the actual conference only. The City also agrees to pay \$10.00 per breakfast, \$10.00 per lunch and \$15.00 per dinner for any

overnight training.

Section 8. Mileage/Car Allowance: The Parties agree to pay a mileage and car allowance of the acceptable IRS rate.

Section 9. Pension:

A. The following represents certain benefits provided by the Southgate Municipal Employees Pension:

1. Final Average Salary to be computed upon the highest three (3) years out of the last ten (10).
2. Vested Benefit – deferred retirement ten (10) or more years of service.
3. Employees are eligible for retirement as follows:
Twenty-five (25) years of service with a minimum age of 50,
or
The date at which the sum of the years of service plus age equal 80 or more.
4. For the purpose of computation of the Final Average Compensation for retirement or other purposes, the said computation will include paid sick leave (to a maximum of two hundred (200) sick days, to include any sick leave payment received under the provisions of Article XX, Section 18 during the FAC period, for computation purposes only) and paid vacation. For all employees there shall be a hard cap set at 70% of base wages after annuity withdrawal.

5. The Final Average Compensation for retirement or other purposes will not include vacation and sick leave benefits/payments. For employees hired on July 1, 1991, and thereafter, the pension multiplier is 2.25%. The employee pension contribution shall be 12%. Effective as soon as the pension system is moved to MERS the employee's pension contribution shall be 10%. The City hereby agrees that the Pension Multiplier provided for in the Labor Agreement between the City of Southgate and TPOAM shall be fixed at 2.25% for a four (4) year period ending on July 1, 2019. This is in recognition of the closure of the Pension System, as well as the elimination of retiree health care for new hires as of 7/1/2008.

6. Employees of the Bargaining Unit who have previous full time service credit shall be eligible to purchase additional full time service into the pension system and be credited vacation in accordance with that tenure. This provision shall only occur for full time service credit as of 2004 or later. The purchase of time must be completed prior to the transfer of the pension system to the MERS system. (See Attachment 4)
- B. Employer Pick-Up Contributions: There is hereby created an employer “pick-up” program whereby a percentage of employee contributions to the Retirement System shall be paid by the City of Southgate in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.
- C. Member Contributions: Upon implementation, the City of Southgate shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, a percentage of member contributions required by the Retirement System for all salary earned by the member after implementation. The provisions of this section are mandatory, and the member shall have no option concerning the pick up or to receive the contributed amount directly instead of having them paid by the City of Southgate to the Retirement System. In no event may implementation occur, other than at the beginning of a pay period.
- D. Tax Treatment: Member contributions picked up under the provisions of this section shall be treated as City of Southgate contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such picked up member contributions shall be included in the determination of the member’s gross annual salary for all other purposes under federal and state laws. Members’ contributions picked up under this section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member’s salary for purposes of determining the amount of the member’s contribution.

E. The parties agree that the Retirement System consists of a defined benefit plan (commonly referred to as a pension plan) and a defined contribution plan (commonly referred to as an annuity plan) which shall be treated by the parties to this Agreement and the Board of Trustees of the Retirement System (Retirement Board) as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain the qualified status of the plans under Section 401 (a) or any other applicable section of the Internal Revenue code. The parties will request and cooperate with the Retirement Board to apply for qualified plan status determination letters for each of the plans in the Retirement System. It is agreed that nothing in this Agreement shall result in additional cost to the employees and that, other than additional administrative and processing costs and nominal actuarial costs, this action shall not result in additional costs to the employer or the Pension Trust Fund.

If a member makes such an election, the retirement allowance shall be reduced to reflect the actuarial present value of the withdrawn defined contribution plan amount. Benefits shall be computed by the Retirement Board's actuary so that such an election does not result in any net increase in Retirement System benefits or costs. The amount of the defined contribution plan at the time of retirement shall be the amount used for purposes of computing (reducing) the retirement allowance. The computed reduction will be based upon the mortality table used with other option elections as adopted by the Retirement Board and an interest assumption using the then current 30 year Treasury Rate Average (GATT rate).

This option is only available at time of retirement and commencement of retirement benefits (i.e., regular retirement, disability retirement, receipt of deferred vested retirement benefits). The Retirement Board shall have the authority to establish procedures for the repayment of previously withdrawn defined contribution amounts plus interest in the event a disability retiree is re-

examined and found by the Retirement Board to be no longer disabled.

The defined contribution plan and the defined benefit plan together will provide the total retirement benefit payable.

The Retirement Board shall decide any issues with respect to this matter and shall adopt appropriate policies and procedures to implement this Agreement. Decisions of the Retirement Board shall be final and binding on all parties, subject to applicable collective bargaining provisions.

- F. Effective May 1, 1999, any member who continues in the employ of the Court on or after the date he or she acquires fifteen (15) years of credited service, or attains sixty (60) years of age and has ten (10) or more years of credited service, shall be eligible for non-duty benefits in accordance with Section 297.20 (a) and (b) of the Employees Retirement System Ordinance. Additionally, the requirement of disability in subsection (b) is deleted.
- G. Employees upon retirement shall be allowed to withdraw their accumulated contributions or any portion thereof, (with interest), to retirement date. The parties hereto understand that upon such withdrawal, the member's pension shall be reduced by that portion of his retirement allowance which was financed by the member's contribution. The most recent interest rate in the actuarial report published by the Pension Benefit Guaranty Corporation (as determined by the actuary) immediately preceding the member's retirement shall be used to determine the formula to compute the assumed rate of investment return.
- H. All employees hired after July 1, 2011 shall be required to enter a defined contribution retirement system. Operating under section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee will be required to contribute a mandatory seven percent (7%) of the employee's base wage, excluding overtime or any other special payments. The City will contribute an amount equal to the employee's contribution of seven percent (7%) of the employee's base wage, excluding overtime or any other special pay.
- I. Employees of the Bargaining Unit who have previous full time service credit shall

be eligible to purchase additional full time service into the pension system and be credited vacation in accordance with that tenure. This provision shall only occur for full time service credit that occurred as of 2004 or later. The purchase of time must be completed prior to the transfer of the pension system to the MERS system.

- J. The parties agree that upon the transfer of retirement system assets from the Southgate Municipal Retirement System to the Municipal Employee's Retirement System of Michigan, the above benefits shall cease to be Governed as described above and shall be provided in accordance with the attached document labeled 3A Attachment A using the MERS column of benefits, the attached document labeled 3B, and the applicable provisions of the MERS Plan Document. Using the MERS column of benefits, the attached document labeled 3B, and the applicable provisions of the MERS Plan Document.

Section 10. Hours: All hours kept and time counted will be kept in minimum increments of one-quarter (1/4) hour.

WAGES AND SALARY INCREASE

Effective on the date indicated, wage salary schedules shall be adjusted as follows:

July 1, 2022 – 3% - July 1, 2023 – 2% - July 1, 2024 – 2% - July 1, 2025– 1.5%

See Attachments for pay scale

***Employees stepping up to court reporter will be paid at the starting wages for the hours worked in the court room.**

ARTICLE XXV

MANAGEMENT RIGHTS CLAUSE

Section 1.

- A. The Union recognizes and supports that the Court reserves and retains the right to manage and operate the Court's affairs in all respects and as to all matters in connection with such right. All rights, functions, powers and authority which the Court has not specifically abridged, delegated or modified by the Agreement, are

recognized by the Union as being retained by the Court, subject to the Union's right to grieve, which rights include, but are not limited to the right to increase, or decrease operations of the work force; to determine work schedules; to determine crew sizes; to remove or install machinery or equipment; to introduce new and improved methods and facilities; to regulate the quality and quantity of work; to determine the type of services to be offered; to determine work stations; reasonable departmental work rules; to maintain discipline and efficiency of the employees; to hire, promote, transfer or demote employees; and to contract work; provided however that it should be economically advantageous to the Court and feasible for the contracting of such work and further, that the Court will discuss with the Union prior to any such contract being issued, the jobs and positions affected by such subcontract, in order to provide for the protection of seniority employees. The Court, after consultation with the Union as to the reason therefore, shall have the right to subcontract unit work provided that in so doing the bargaining unit employees of the department or function shall not be laid off.

- B. The Union's right to grieve is as to whether or not the Court has exceeded the rights retained herein in terms of express or statutory limitations.

ARTICLE XXVI

NO STRIKE – NO LOCKOUT

Section 1. The Court will not lock out employees during the term of this Agreement.

Section 2. During the term of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the bargaining unit take part in a strike.

ARTICLE XXVII

ENTIRE AGREEMENT

It is agreed that this Contract incorporates the sole, only and entire agreement of the parties and that any prior oral agreements, understandings, or practices are superceded by this agreement. It is further agreed that no such oral understandings, agreements, or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to

this agreement.

ARTICLE XXVIII

TERM OF CONTRACT

Section 1. Termination: The contract shall remain in effect until June 30, 2026, and negotiations for the Contract shall be opened for discussion the first Monday in May 2026.

Section 2. Extension: In the event a contract for that period commencing July 1, 2026 has not been consummated, this contract shall automatically be extended, pending consummation of such new contract, until such new contract is consummated; provided, however, either party may terminate this contract on or after June 30, 2026 by giving the other party notice in writing of such intention to terminate which notice shall take effect thirty (30) days after delivery to the other party.

Such notice shall be transmitted through the U.S. Post Office Department

ARTICLE XXIX

PROMOTION/TRANSFERS AND CLASSIFICATIONS

Section 1: The employer will supply the union with current Job Descriptions, including qualifications for each classification listed below:

- A. Probation Officers
- B. Court Clerks / Cashiers
- C. Court Officers

Should new classifications be added to the bargaining unit or changes be made they shall be provided to the union.

Section 2:

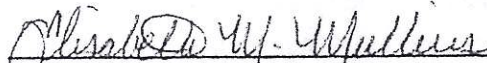
- A. When a vacancy occurs or is created with the bargaining unit it will be posted to all members through electronic message and union bulletin board, for seven (7) business days. The posting will include the job description for the position and basic job qualifications.
- B. Members who wish to be considered for the position must submit a memo to the Court Administrator no later than seven (7) business days after the closing

- C. Seniority and qualification will be the factors considered. In the event two employees have the same qualifications the senior most employee will be selected.
- D. The Employer will give the priority to the internal applicants within the bargaining unit over non unit members. In the event there are no qualified employees based on Seniority, or no members of the bargaining unit apply, the Employer may hire from outside the bargaining unit to fill the position.
- E. The Judge of the District Court shall appoint his or her Recorder or Reporter. The Judge of the District Court may appoint attritional certified Recorders or Reporters to perform the duties and functions of the Court Recorder or Reporter as required by the Judge or Court Administrator.

WITNESSES:

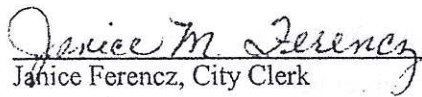
Bridget Davis 10-31-2022
Vice President DATE

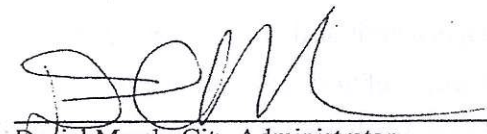
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 10/31/2022
Hon. Elisabeth Mullins, Judge DATE

 10-31-2022
Jeff Smith, Court Administrator DATE

 11/1/22
Mayor Joseph G. Kuspa DATE

 11-1-22
Janice Ferencz, City Clerk DATE

 11/1/22
Daniel Marsh, City Administrator DATE

ATTACHMENT 1
AUTHORIZATION FOR PAYROLL DEDUCTION
PLEASE PRINT

By: _____
Last Name First Name Middle Initial

TO: THE CITY OF SOUTHGATE, MICHIGAN

Effective _____, I hereby authorize you to deduct from my earnings \$_____ per month or such other amount as TPOAM may certify as my share of the cost of administration and negotiation of this and succeeding Collective Bargaining Agreements with the 28th District Court. In consideration of the city of Southgate providing this deduction service, I agree to hold the City of Southgate and the 28th District Court harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due me for any reason, that if further consideration of the City of Southgate providing this deduction service, to seek such refund from TPOAM at the address provided, and to be provided, by said TPOAM. This Authorization shall remain in effect unless terminated by me upon thirty (30) days prior written notice to TPOAM and the City of Southgate upon termination of the Agreement or upon termination of my employment.

Employees' Signature

Date

Address

City, State, Zip Code

Salary Schedule

Classifications and Hourly Changes

New Wage scale with minimum 3% raise effective July 1, 2022

TPOAM Court Employees

Pay Grade Number	Position	Employees Current #	Rate	Starting	1 Year					2 Year					3 Year					4 Year					5 Year				
1	Court Clerks/ Court Cashiers	5	Yearly	\$ 28,600.00	\$ 29,640.00	\$ 31,200.00	\$ 33,280.00	\$ 35,360.00	\$ 37,440.00	\$ 39,520.00	\$ 41,600.00	\$ 43,680.00	\$ 45,760.00	\$ 47,840.00	\$ 49,920.00	\$ 52,000.00	\$ 54,080.00	\$ 56,160.00	\$ 58,240.00	\$ 60,320.00	\$ 62,400.00	\$ 64,480.00	\$ 66,560.00	\$ 68,640.00	\$ 70,720.00	\$ 72,800.00	\$ 74,880.00	\$ 76,960.00	
			Bi-Weekly	\$ 1,100.00	\$ 1,140.00	\$ 1,200.00	\$ 1,280.00	\$ 1,360.00	\$ 1,440.00	\$ 1,520.00	\$ 1,600.00	\$ 1,680.00	\$ 1,760.00	\$ 1,840.00	\$ 1,920.00	\$ 2,000.00	\$ 2,080.00	\$ 2,160.00	\$ 2,240.00	\$ 2,320.00	\$ 2,400.00	\$ 2,480.00	\$ 2,560.00	\$ 2,640.00	\$ 2,720.00	\$ 2,800.00	\$ 2,880.00	\$ 2,960.00	
			Hourly	\$ 13.75	\$ 14.25	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 37.00	
			OT	\$ 20.63	\$ 21.38	\$ 22.50	\$ 24.00	\$ 25.50	\$ 27.00	\$ 28.50	\$ 30.00	\$ 31.50	\$ 33.00	\$ 34.50	\$ 36.00	\$ 37.50	\$ 39.00	\$ 40.50	\$ 42.00	\$ 43.50	\$ 45.00	\$ 46.50	\$ 48.00	\$ 49.50	\$ 51.00	\$ 52.50	\$ 54.00	\$ 55.50	
2	Court Officers	1	Yearly	\$ 33,280.00	\$ 35,360.00	\$ 37,440.00	\$ 39,520.00	\$ 41,600.00	\$ 43,680.00	\$ 45,760.00	\$ 47,840.00	\$ 49,920.00	\$ 52,000.00	\$ 54,080.00	\$ 56,160.00	\$ 58,240.00	\$ 60,320.00	\$ 62,400.00	\$ 64,480.00	\$ 66,560.00	\$ 68,640.00	\$ 70,720.00	\$ 72,800.00	\$ 74,880.00	\$ 76,960.00	\$ 79,040.00	\$ 81,120.00	\$ 83,200.00	
			Bi-Weekly	\$ 1,280.00	\$ 1,360.00	\$ 1,440.00	\$ 1,520.00	\$ 1,600.00	\$ 1,680.00	\$ 1,760.00	\$ 1,840.00	\$ 1,920.00	\$ 2,000.00	\$ 2,080.00	\$ 2,160.00	\$ 2,240.00	\$ 2,320.00	\$ 2,400.00	\$ 2,480.00	\$ 2,560.00	\$ 2,640.00	\$ 2,720.00	\$ 2,800.00	\$ 2,880.00	\$ 2,960.00	\$ 3,040.00	\$ 3,120.00	\$ 3,200.00	
			Hourly	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00	\$ 32.00	\$ 33.00	\$ 34.00	\$ 35.00	\$ 36.00	\$ 37.00	\$ 38.00	\$ 39.00	\$ 40.00	
			OT	\$ 24.00	\$ 25.50	\$ 27.00	\$ 28.50	\$ 30.00	\$ 31.50	\$ 33.00	\$ 34.50	\$ 36.00	\$ 37.50	\$ 39.00	\$ 40.50	\$ 42.00	\$ 43.50	\$ 45.00	\$ 46.50	\$ 48.00	\$ 49.50	\$ 51.00	\$ 52.50	\$ 54.00	\$ 55.50	\$ 57.00	\$ 58.50	\$ 60.00	
3	Judicial Assistant/Probation Officers / Administrative Assistant / Official Court Reporter	2	Yearly	\$ 43,680.00	\$ 45,427.20	\$ 47,244.29	\$ 49,134.06	\$ 51,099.42	\$ 53,143.40	\$ 55,267.38	\$ 57,471.36	\$ 59,755.34	\$ 62,119.32	\$ 64,573.30	\$ 67,117.28	\$ 69,751.26	\$ 72,475.24	\$ 75,289.22	\$ 78,193.20	\$ 81,187.18	\$ 84,271.16	\$ 87,445.14	\$ 90,709.12	\$ 94,063.10	\$ 97,507.08	\$ 101,040.96	\$ 104,664.94	\$ 108,378.92	
			Bi-Weekly	1,680.00	1,747.20	1,817.09	1,889.77	1,965.36	2,043.98	2,125.60	2,210.21	2,298.83	2,390.45	2,485.06	2,582.67	2,683.28	2,786.89	2,893.50	3,003.11	3,115.72	3,231.33	3,350.00	3,471.71	3,596.42	3,724.13	3,854.84	3,988.55	4,125.26	4,264.97
			Hourly	21.000	21.8400	22.71360	23.62214	24.56703	25.550	26.573	27.636	28.749	29.912	31.125	32.388	33.701	35.064	36.477	37.940	39.453	41.016	42.629	44.292	46.005	47.768	49.581	51.444	53.357	55.320
			OT	31.500	32.760	34.070	35.433	36.851	38.325	39.849	41.423	43.047	44.721	46.445	48.219	50.043	51.917	53.841	55.815	57.839	59.913	62.037	64.211	66.435	68.709	71.033	73.407	75.829	78.301

Salary Schedule
Classifications and Hourly Changes
2% raise effective July 1, 2023

TPOAM Court Employees

Pay Grade	Position	Employees Current #	Rate	Starting	1 Year	2 Year	3 Year	4 Year	5 Year
1	Court Clerks/ Court Cashiers	5	Yearly	\$ 29,172.00	\$ 30,232.80	\$ 31,824.00	\$ 33,945.60	\$ 36,067.20	\$ 38,719.20
			Bi-Weekly	\$ 1,122.00	\$ 1,162.80	\$ 1,224.00	\$ 1,305.60	\$ 1,387.20	\$ 1,489.20
			Hourly	\$ 14.03	\$ 14.54	\$ 15.30	\$ 16.32	\$ 17.34	\$ 18.62
			OT	\$ 21.04	\$ 21.80	\$ 22.95	\$ 24.48	\$ 26.01	\$ 27.92
2	Court Officers	1	Yearly	\$ 33,945.60	\$ 36,067.20	\$ 38,188.80	\$ 40,310.40	\$ 42,432.00	\$ 44,553.60
			Bi-Weekly	\$ 1,305.60	\$ 1,387.20	\$ 1,468.80	\$ 1,550.40	\$ 1,632.00	\$ 1,713.60
			Hourly	\$ 16.32	\$ 17.34	\$ 18.36	\$ 19.38	\$ 20.40	\$ 21.42
			OT	\$ 24.48	\$ 26.01	\$ 27.54	\$ 29.07	\$ 30.60	\$ 32.13
3	Judicial Assistant/Probation Officers / Administrative Assistant / Official Court Reporter	2	Yearly	\$ 44,553.60	\$ 46,335.74	\$ 48,189.17	\$ 50,116.74	\$ 52,121.41	\$ 54,206.27
			Bi-Weekly	1,713.60	1,782.14	1,853.43	1,927.57	2,004.67	2,084.86
			Hourly	21.420	22.277	23.168	24.095	25.058	26.061
			OT	32.130	33.415	34.752	36.142	37.588	39.091

Salary Schedule
Classifications and Hourly Changes
2% raise effective July 1, 2024
TPOAM Court Employees

Pay Grade Number	Position	Employees Current #	Rate	Starting	1 Year	2 Year	3 Year	4 Year	5 Year
1	Court Clerks/ Court Cashiers	5	Yearly	\$ 29,755.44	\$ 30,837.46	\$ 32,460.48	\$ 34,624.51	\$ 36,788.54	\$ 39,493.58
			Bi-Weekly	\$ 1,144.44	\$ 1,186.06	\$ 1,248.48	\$ 1,331.71	\$ 1,414.94	\$ 1,518.98
			Hourly	\$ 14.31	\$ 14.83	\$ 15.61	\$ 16.65	\$ 17.69	\$ 18.99
			OT	\$ 21.46	\$ 22.24	\$ 23.41	\$ 24.97	\$ 26.53	\$ 28.48
Court Officers									
2		1	Yearly	\$ 34,624.51	\$ 36,788.54	\$ 38,952.58	\$ 41,116.61	\$ 43,280.64	\$ 45,444.67
			Bi-Weekly	\$ 1,331.71	\$ 1,414.94	\$ 1,498.18	\$ 1,581.41	\$ 1,664.64	\$ 1,747.87
			Hourly	\$ 16.65	\$ 17.69	\$ 18.73	\$ 19.77	\$ 20.81	\$ 21.85
			OT	\$ 24.97	\$ 26.53	\$ 28.09	\$ 29.65	\$ 31.21	\$ 32.77
3	Judicial Assistant/Probation Officers / Administrative Assistant / Official Court Reporter	2	Yearly	\$ 45,444.67	\$ 47,262.46	\$ 49,152.96	\$ 51,119.08	\$ 53,163.84	\$ 55,290.39
			Bi-Weekly	1,747.87	1,817.79	1,890.50	1,966.12	2,044.76	2,126.55
			Hourly	21.848	22.722	23.631	24.576	25.560	26.582
			OT	32.773	34.084	35.447	36.865	38.339	39.873

Salary Schedule
Classifications and Hourly Changes
1.5% raise effective July 1, 2025
TPOAM Court Employees

Pay Grade Number	Position	Employees Current #	Rate	Starting	1 Year	2 Year	3 Year	4 Year	5 Year
1	Court Clerks/ Court Cashiers	5	Yearly	\$ 30,201.77	\$ 31,300.02	\$ 32,947.39	\$ 35,143.88	\$ 37,340.37	\$ 40,085.99
			Bi-Weekly	\$ 1,161.61	\$ 1,203.85	\$ 1,267.21	\$ 1,351.69	\$ 1,436.17	\$ 1,541.77
			Hourly	\$ 14.52	\$ 15.05	\$ 15.84	\$ 16.90	\$ 17.95	\$ 19.27
			OT	\$ 21.78	\$ 22.57	\$ 23.76	\$ 25.34	\$ 26.93	\$ 28.91
2	Court Officers	1	Yearly	\$ 35,143.88	\$ 37,340.37	\$ 39,536.86	\$ 41,733.36	\$ 43,929.85	\$ 46,126.34
			Bi-Weekly	\$ 1,351.69	\$ 1,436.17	\$ 1,520.65	\$ 1,605.13	\$ 1,689.61	\$ 1,774.09
			Hourly	\$ 16.90	\$ 17.95	\$ 19.01	\$ 20.06	\$ 21.12	\$ 22.18
			OT	\$ 25.34	\$ 26.93	\$ 28.51	\$ 30.10	\$ 31.68	\$ 33.26
3	Judicial Assistant/Probation Officers / Administrative Assistant / Official Court Reporter	2	Yearly	\$ 46,126.34	\$ 47,971.40	\$ 49,890.25	\$ 51,885.86	\$ 53,961.30	\$ 56,119.75
			Bi-Weekly	1,774.09	1,845.05	1,918.86	1,995.61	2,075.43	2,158.45
			Hourly	22.176	23.063	23.986	24.945	25.943	26.981
			OT	33.264	34.595	35.979	37.418	38.914	40.471

Letter of Understanding between the 28th District Court and TPOAM

The Parties to this Agreement, the 28th District Court ("Employer") and the TPOAM ("Union") have engaged in discussions concerning the potential establishment of a lead clerical position. The Parties have agreed that if the Court deems it necessary at its discretion to create and staff the position of Lead Court Clerk, The Union employee selected for the position of Lead Court Clerk, shall receive 5% above their scheduled pay rate, as set forth in Article XXIV of the collective bargaining agreement. The Employer reserves the right to select the bargaining unit employee for the Lead Court Clerk position at its discretion, based on the operational need of the Court.

This letter of agreement does not bind the Court to have, maintain, or staff the position of Lead Court Clerk. Any and all Lead Court Clerk positions and the assignments to the position will be at the discretion of the Court, based on need for the services provided and may be removed if the Employer deems it necessary. Should a permanent operational need for the position be deemed necessary by the Employer, training may be offered to perspective Union members to meet the requirements for selection to the Lead Court Clerk Position. This letter of agreement will be in effect for the duration of the current contract cycle.


Melody Chavez, TPOAM President


Bridget Davis, TPOAM Vice President


Harry Valentine, TPOAM Representative


Hon. James A. Kandrevas, Judge


Jeffrey W. Meussner, Court Administrator

Letter of Understanding Between
28th District Court
And
28th District Court Employees / TPOAM

The 28th District Court (Hereinafter the "Court") and the Technical Professional Officers Workers Association of Michigan (hereinafter the "Union") are signors to a collective bargaining agreement which expires on June 30th, 2017. Under the powers granted in that agreement the parties do hereby enter into this letter of agreement commencing on September 14th 2017. This letter may be reviewed for the purpose of renewal during each contract negotiations cycle. Any and all changes to the below listed terms must be agreed to, by the both parties.

1. The position described in this Letter of Agreement is a grant funded non-union position.
2. It is hereby agreed by the Parties that the Court may engage in the hiring of a full time Probation Officer, for the primary purpose of assisting and servicing the Downriver Veterans Treatment Court. Provided, however should the opportunity arise the employee shall be eligible to perform other work within the Veterans Court, as may be required. ~~In the event of a staffing emergency, related to unionized Probationary Officer duties,~~ the Veterans Probation Agent may be utilized to assume said duties. The Union and the Court Administrator must agree that a staffing emergency exists. The duties performed will not be outside the scope of a unionized Probation Officer. The use of the Veteran's Court employee will not be utilized for the purpose of circumventing overtime.
3. The Parties agree that this appointment shall be at-will and this employee may be removed at any time for any reason or no reason at all by the Court, including, but not limited to lack of funding for the position. Should the Court remove this employee, eliminate the position, or otherwise seek to terminate the appointment herein, the employee and the Union shall have no recourse to the Grievance Procedure.
4. It is further agreed that the employee's seniority accrual shall only apply to wages and fringe benefits and shall not afford the employee any rights pursuant to Articles IX and X of the Collective Bargaining Agreement.
5. The Parties agree that except as otherwise amended by this Letter of Understanding the Employee shall receive all wages and fringe benefits afforded to full time members of the bargaining unit.
6. The Court and the Union agree this is a non precedential agreement, and shall not be cited in any future dealings between the court and the union.

28th District Court

Judge James A. Kandreas

James A. Kandreas

Court Administrator Jeffrey Meussner

Jeffrey Meussner

Union

Melody Chavez President

Melody Chavez

Bridget Davis Vice President

Bridget Davis

Harry Valentine Business Agent

Harry Valentine 9/14/17

Date 9-19-17

