

AGREEMENT

BETWEEN

STATE OF MICHIGAN

14-B JUDICIAL DISTRICT COURT

-and-

14-B DISTRICT COURT CHAPTER OF LOCAL 3451,
AFFILIATED WITH MICHIGAN COUNSEL #25,
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE DATE:

DECEMBER 21, 2022 THROUGH DECEMBER 31, 2024

Table of Contents

	Title	Page No.
Preamble		1
Article 1	Purpose and Intent	2
Article 2	Recognition (Employees Covered)	2
Article 3	Aid to Other Unions	2
Article 4	Union Security (Agency Shop)	2-3
Article 5	Union Representation	3
Article 6	Special Conferences	3-4
Article 7	Grievance Procedure	4-6
Article 8	Seniority (Probationary Employees)	6-7
Article 9	Seniority Lists	7-8
Article 10	Shift Preference	8
Article 11	Seniority of Officers and Stewards	8
Article 12	Lay-Off Defined	8-9
Article 13	Recall Procedure	9
Article 14	Job Posting and Bidding Procedures	9-10
Article 15	Leaves of Absence	10-13
Article 16	Hours of Work and Overtime Pay	13-14
Article 17	Bereavement Leave	15
Article 18	Holiday Provisions	16
Article 19	Jury Duty	17
Article 20	Car Mileage Allowance	17
Article 21	Education & Training	17-18
Article 22	Life Insurance	18
Article 23	Safety	18
Article 24	Contracting and Sub-Contracting of Work	19
Article 25	Successor Clause	19
Article 26	Distribution of Agreement	19
Article 27	Discipline and Discharge	19-20
Article 28	Paid-Time Off	20-22
Article 29	Longevity Pay	23
Article 30	Health Insurance	23-25
Article 31	Pension	25
Article 32	Unemployment Insurance	26
Article 33	Wages	26
Article 34	Duty Disability Leave	27
Article 35	Part-Time Employees	27-28
Article 36	Temporary Employees	29
Article 37	Termination and Modification	29
Article 38	Computation of Benefits	29
Article 39	Management's Rights	30
Article 40	Acts of God	30
Letter of Understanding	Grace Period	30

PREAMBLE

This Agreement is entered into, effective December 21, 2022, and is between the State of Michigan 14-B Judicial District Court (hereinafter referred to as the "Employer") and the 14-B District Court Chapter of Local 3451, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

Article 1 - Purpose and Intent

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

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the Court.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article 2 - Recognition (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other employees of the Employer included in the bargaining unit described below:

- A. All full-time and part-time court clerks, probation officers and clerical employees.
- B. Excluding all elected officials, confidential employees, supervisors, full-time court recorders, judicial officer secretaries, financial coordinator, bailiff's, guards and Magistrate.

Article 3 - Aid to Other Unions

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Article 4 - Union Security (Agency Shop)

- A. Michigan Freedom to Work legislation prohibiting Union membership as a condition of employment became effective on March 28, 2013 for all public employees. As the 14B District Court is a public employer, beginning January 1, 2014, employees shall have the right to voluntarily join AFSCME by remitting union dues to AFSCME to cover the effectuation and operation of this collective bargaining agreement.
- B. All employees of the bargaining unit covered by this contract who are not now members of the Union, or any future employee of the bargaining unit, may voluntarily elect to join AFSCME. All employees electing to join AFSCME may authorize Management to deduct each month from the employee's pay union dues and forward such contributions to the Secretary-Treasurer of Council 25, Lansing, Michigan. Payment of all regular dues and initiation fees shall be considered maintenance of membership in AFSCME.

- C. All money, Union dues, assessments, and contributions deducted for the Union by the Employer shall be forwarded to the Secretary-Treasurer of Council 25, Lansing, Michigan, by the 10th day of the following month, along with a list of names indicating the employees from whose wages these deductions were made. The employee shall sign a dues deduction form authorizing Management to make such deductions prior to such a deduction being made.

Electronic Transfer will be the preferred way to forward dues/contributions from the employer to Council 25, however in the case that electronic transfer is not available, dues/contributions will be forwarded by check and mailed to Council 25.

- D. The employer agrees to deduct from the wages of any employee, who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- E. All bargaining unit members shall be covered by the Fair Labor Standards Act in addition to the articles covered in this contract.

Article 5 - Union Representation

The employees covered by this Agreement will be represented by one steward, an alternate steward and one chapter chairperson. The Union shall have the exclusive right to assign said stewards.

- A. The Employer will be notified of the names of the Chapter Chairperson, the Stewards and an alternate Steward for each, who would serve only in the absence of the regular Steward.

- B. The Steward, after securing permission from his/her immediate Supervisor, may investigate and present grievances to the Employer during working hours without loss of time or pay.

- C. The Chapter Chairperson shall be allowed the necessary time off during working hours, without loss of time or pay, to investigate and present grievances to the Employer in accordance with the grievance procedure.

Article 6 - Special Conferences

- A. Special conferences for important matters other than grievances shall be arranged between the Chapter Chairperson or his/her designated representatives and the Employer or its designated representative upon the request of either party. Such conferences shall be between at least two (2) representatives of the

Union and a representative(s) of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within seven (7) working days after the request is received. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union, as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Council and/or representatives of the International Union.

B. The Union representative may meet with the Local Union Representatives without loss of time or pay on the Employer's property for at least one-half hour immediately preceding the conference.

Article 7 – Grievance Procedure

It is the intent of the parties to this agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this agreement or other conditions of employment. Should an employee or group of employees, or the Union feel that their rights and privileges under this agreement have been violated, the Steward shall be consulted.

Any employee having a grievance shall present it to the Employer as follows:

Step 1

The aggrieved employee and his/her Union Steward shall verbally present the facts to the Court Administrator or his/her designee within five (5) working days of the date of the events giving rise to the grievance or the date the employee should have known of these events. In no case shall a grievance be honored if presented to the supervisor more than 30 calendar days after the date of the events giving rise to that grievance.

Step 2

If the matter is not resolved by discussion, then within five (5) working days of that discussion, the grievance shall be reduced to writing and be submitted to the Court Administrator. The written grievance shall include:

1. Employee's Name
2. Position and Department assigned
3. Brief statement of the Grievance
4. What should be done to solve the grievance
5. Date the employee received the oral answer
6. Date written grievance given to supervisor

Upon receipt of the grievance, the Court Administrator shall sign and date the Steward's copy of the grievance. The Court Administrator shall, within five (5) working days of receipt of the written grievance, reply to the Union in writing giving his/her decision.

Step 3.

Should the Union decide that the answer of the Court Administrator is not satisfactory, the grievance shall be presented, within five (5) working days after the response of Step 2 is due, in writing, to the Human Resources Representative. The Human Resources Representative shall sign and date the Steward's copy. The parties shall, within five (5) working days of such presentation, arrange for a meeting between the Court Administrator, the Human Resources Representative, the *person* grieved, or in the grievant's absence, the Executive Officer, and the Chief Steward for discussion of the issue(s). If the parties do not settle the grievance at this meeting, the Human Resources Representative shall, within five (5) working days of this meeting, present a written response to the Union.

Step 4.

If the response from the Human Resources Representative is not satisfactory to the Union, the grievance shall be presented by the Chief Steward or the Executive Officer, in writing, to the Presiding Judge within five (5) working days after the response of Step 3 is due. The Presiding Judge shall sign and date the Chief Steward's copy. The parties shall, within five (5) working days of such presentation, arrange for a meeting between the Court Administrator, Presiding Judge, A.F.S.C.M.E. Council 25 representative, the grievant or, in their absence, the Executive Officer for discussion of the issue(s). If the parties do not settle the grievance at this meeting, the Presiding Judge shall respond in writing to the Union within five (5) working days of that meeting with his/her decision.

Step 5.

If the issue(s) contained in the grievance remain unsettled, then within thirty (30) calendar days after the response of Step 4 is due, the Union may move the grievance to arbitration. The Union will notify the Court Administrator and Human Resources Representative, in writing, of their intent to arbitrate.

A. The parties shall attempt to mutually select an Arbitrator. If, within sixty (60) calendar days from the notice of intent to arbitrate, an Arbitrator has not been mutually selected, then the grievance may be appealed by the Union to the American Arbitration Association, to be processed in accordance with its Voluntary Labor Arbitration Rules. Failure to make such a request within the time limits provided herein shall conclude the grievance according to Management's last answer.

B. It shall be the duty of the Arbitrator selected to establish a date, time and place for the hearings to take place and notify all parties concerned. There shall be no appeal from an arbitrator's decision. Such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to, or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

C. Time limits as set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract with copies to all parties involved. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall constitute a settlement of the grievance in accordance with the last response of the Employer. Employees who are suspended or discharged shall be allowed to proceed to the 4th step of the Grievance Procedure.

D. The parties to this contract may make any other arrangements by agreement, in written form, if both parties so desire. Failure by either side to agree to any such other arrangement shall not act to prejudice their position relative to the grievance, and neither party is obligated to make such other arrangements.

E. It shall be the responsibility of the Arbitrator to make a determination as to the merits of the grievance based upon the relevant provisions contained in this contract. The Arbitrator shall strive not to render a split decision in the case; however, if a split decision is reached, the Arbitrator shall set forth in writing the exact terms and conditions of the decision. This shall specifically include a clear resolution concerning any claim for back pay, seniority, vacation or sick time, or any other fringe benefit, taking each item separately. The Arbitrator shall also detail what penalties are applicable in relation to any disciplinary action taken by Management against the employee, and to what degree. Time limits as set forth herein shall be strictly adhered to, unless there is a written agreement to the contrary. The Arbitrator shall not make a determination that the time limits as set forth, herein do not apply, but may make a determination as to whether or not each party has adhered to those time limits. In the event that either party shall fail to comply with any requests for answers from the Arbitrator within the time limits imposed, that failure shall constitute a default, and the decision of the Arbitrator shall be in favor of the opposing party.

Article 8 - Seniority (Probationary Employees)

A. New employees hired in the unit shall be considered as probationary employees for the first one hundred eighty (180) calendar days of their employment. When employees finish the probationary period, their names shall be entered on the seniority list of the unit and their

seniority shall start from the day one hundred eighty (180) calendar days prior to the day they complete the probationary period and they shall be entitled to fringe benefits under this agreement after ninety (90) calendar days. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in the Agreement. However, probationary employees may be discharged at any time during the probationary period without recourse to the grievance procedure.

Employees shall lose their seniority for the following reasons only:

1. They retire
2. They quit
3. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
4. They are absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification by certified mail to the employees at their last known address that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
5. If they do not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions shall be made.
6. Return from sick leave and leaves of absence will be treated the same as (4) above.

Article 9 – Seniority Lists

A. The Employer will maintain an up-to-date unit-wide seniority list, a copy of which shall be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, their respective positions on the seniority list shall be determined by the last four numbers of their Social Security number, with the employee having the lowest such four (4) numbers being assigned first to the seniority list, etc.

B. The seniority list on the date of this Agreement will show the date of hire, names and addresses, job titles, work locations, pay grades and hourly rate of all employees of the unit entitled to seniority.

C. The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson and Council 25, AFSCME with one (1) up-to-date copy(ies) monthly.

D. The Council's copy of the seniority list, as set forth above, shall be forwarded each month in care of the attention of the Council Financial Officer's Office, 1034 North Washington Ave., Lansing, MI 48906 or to any such address as notified of in writing.

It is agreed that the Employer will furnish the Union each month a list of the names of all employees who during the preceding month were hired, terminated, rehired, placed on leave of absence, placed on long-term disability, Worker's Compensation, were awarded a bid on a Court-wide basis, or promoted or transferred to jobs not within the jurisdiction of the bargaining unit.

Article 10 - Shift Preference

Employees covered by this Agreement shall be allowed, once annually, to exercise shift preference within their classification on the basis of seniority, in the event of a vacant or open position, however, vacancies shall be posted and employees shall be allowed to bid and move on the basis of seniority.

Article 11 - Seniority of Officers and Stewards

The Chapter Chairperson, the Steward, and Alternate Steward, in that order for the purpose of lay-off only, shall head the seniority list of the bargaining unit during their term of office, provided they have the ability to perform the work available.

Article 12 - Lay-Off Defined

A. The word "lay-off" means a reduction in the work force due to a decrease of work.

B. In the event it becomes necessary for a lay-off, the Employer shall meet with the proper Union representatives at least three (3) weeks prior to the effective date of lay-off. At such meeting the Employer shall submit a list of the number of employees scheduled for lay-off, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

C. When a lay-off takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the reverse order of their seniority, i.e., the least senior employees on the seniority list being laid off first. Providing the remaining employees have the ability to perform the work that is available.

D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the lay-off.

E. During a lay-off there shall be no scheduled overtime.

Article 13 – Recall Procedure

When the working force is increased after a lay-off, employees will be recalled according to seniority, with the most senior employee on lay-off being notified at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases, exceptions may be made.

Article 14 – Job Posting and Bidding Procedures

A. Newly-created positions or vacancies within the bargaining unit that are to be filled by the Court shall be posted within ten (10) working days of the date the vacancy occurs. If the Court is not going to fill a vacancy, it shall give the Union notice prior to the end of this ten (10) day period. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements as set forth in an attached job description for the position in a conspicuous place. All union members will be notified electronically of all postings. Employees interested in a position that is posted shall notify the Human Resource Department within the seven (7) day posting period. An email to the Human Resource Department shall qualify as notice. The Employer shall furnish the Chief Steward with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Chief Steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Chief Steward as to who was awarded the job. If the position is not filled by an internal posting, an external posting shall occur within seven (7) days.

B. The senior employee applying for the position who meets the minimum requirements shall be awarded the position within seven (7) days after the posting. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her Chief Steward. In the event

the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

C. The senior employee applying for the position who meets the minimum requirements shall be granted a one-hundred eighty day (180) trial period to determine:

1. His/her desire to remain on the job.
2. His/her ability to perform the job.

During this trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee's performance is determined to be unsatisfactory in the new position, the employee may be disqualified and notice of reason shall be submitted to the employee and to the Chief Steward. If the employee disagrees, it shall be a proper subject for the grievance procedure.

D. During the trial period, employees will receive the rate of the job they are performing.

E. Employees required to work more than one hour in a workday in a higher classification, including non-bargaining unit positions, shall be paid the rate of the higher classification, while working in the higher classification.

Article 15 – Leaves of Absence

A. Personal Leave

A personal leave of absence may be granted for a justifiable cause. Any employee who wishes a leave of absence shall sign a leave form stating the time and reasons for the leave. Such request shall be submitted in writing to the Court Administrator. The Court Administrator may forward the request to the Judge with a recommendation for approval or disapproval. Personal leaves of absence granted by the Court shall not be granted for a period longer than the employee's total seniority and in no case longer than a period of six months, except in the event that an employee should elect to run for a political office and be elected, or if the employee is appointed or elected to a Union position. Such employee shall have the right to a leave of absence for the period of time covered by the elected position, or the Union office.

Benefits such as Paid Time Off (PTO), and rights under the pension plan, accumulated prior to the leave of absence shall be maintained until the employee returns to work.

Accumulated seniority as of the date that the leave of absence begins shall be maintained; however, the employee shall not accumulate seniority while on leave of absence.

Subject to and consistent with the Group Health Insurance Plan and Group Life Insurance Plan, coverage of these plans will be continued for an employee on leave of absence for the first thirty (30) days of the leave. After this period, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the Court.

B. Military Leave

Military Leave of absence will be in accordance with Federal and Michigan State Laws.

C. Family Leave

In addition to the leave provisions contained in this Section, the Court is required by Federal Law to allow employees up to twelve (12) weeks of leave each year for the following purposes: personal illness or disability, the care of a newborn, newly adopted, or recently placed foster child, the case of a seriously ill child, spouse, or parent. The employee shall be eligible to utilize PTO leave, and sick and accident benefits for personal illness or disability, which include pregnancy, terminations of pregnancy or childbirth. Absences for the above reasons shall be cumulative for purposes of calculating the 12 weeks. If the employee has utilized the twelve (12) weeks and is absent for reasons of personal illness or disability, or desires to be absent for the care of a newborn, newly adopted child or recently placed foster child, extension shall be treated under the provision of Section A of this article.

The absence under this article shall be handled in conformity with the Family Leave Act of 1993 unless specifically prohibited by the provisions of this agreement.

During the above twelve (12) week period, if required by Federal law, the employer shall provide health care coverage at the same level the employee received *prior* to the leave. The employee shall be eligible to return to his/her former position and shall accumulate seniority. The employee shall continue to pay any health care contribution that may be required of employees.

D. Medical Leave.

An employee who becomes unable to work because of illness or injury shall have the right to be placed on Medical Leave. The employee shall provide Management with a doctor's certification stating that the employee needs to be on a Medical Leave of absence and the anticipated date that the employee will return to work. The Medical Leave shall be granted to the employee based on the recommendations of the employee's physician as to the time required. This shall have no bearing on the employee's ability to apply for long or short term disability coverage under other articles within the contract. In the event the Medical Leave granted is not sufficient time to recuperate, it shall be the responsibility of the employee to present Management with additional doctor's certification to extend the Medical Leave. The doctor's certification shall state that the employee needs to be on a Medical Leave of Absence and the anticipated date that the employee will return to work.

During the time an employee is on a Medical Leave, they shall continue to receive life insurance and health care benefits for a period of two (2) years from the date of the initial absence. PTO benefits shall continue for a period of six (6) months. The employee shall continue to accumulate seniority until

such time as the doctor or doctors authorize the employee to return to work or for a period of two (2) years from the date of the start of their absence, whichever is less. The employee's seniority shall be terminated at the end of two (2) years on Medical Leave. ***Note: PTO hours placed in the employee's bank each January will be pro-rated based on accrual rules for previous year.***

During the time an employee is out on Medical Leave he/she shall continue to pay any health care contribution that may be required of employees.

An intermittent return to work from a Medical Leave within two (2) years of the date of the initial absence shall not be cause to "re-start" the time clock for the time periods established in the paragraph above, provided the employee leave for the same medical condition.

Management shall have the right to have an employee examined by a company physician to determine the feasibility of any Medical Leave extending beyond the twelve (12) weeks as provided for in the Family Medical Leave Act.

If an employee, while on Medical Leave, is found to be working another job with duties that violate his/her medical restrictions his/her employment with the Charter Township of Ypsilanti shall be terminated immediately. The employee shall be notified by certified mail of his or her termination.

If an employee returns to work from a Medical Leave of Absence before the expiration of one (1) year, he/she shall be allowed to return to their former position even though the employer may have temporarily filled the position. The individual who filled the position temporarily shall be laid off and if applicable, subject to the lay-off procedure in the contract. After the expiration of one (1) year an employee shall be allowed upon returning to work to utilize his seniority to bump the least senior employee in his/her classification. If he/she does not have sufficient seniority for this he/she shall be treated as if they were laid off and subject to the lay-off procedure in the contract. **(reflects Township of Ypsilanti personnel policies)**

E. Leave of Absence for Promotion outside the AFSCME Bargaining Unit.

Any employee who has completed their probationary period and placed on the seniority list as a regular employee shall be granted upon request, a Leave of Absence for promotion outside the bargaining unit.

Leave of absence shall be limited to a period of time not to exceed four (4) years from start date. At the end of the four (4) year Leave of Absence, the employee shall have the option of returning to the union. Following the four (4) Leave of Absence the employee shall remain in the Non-Union position.

Any person who takes a Leave of Absence for a promotion outside the bargaining unit shall have their seniority in the AFSCME bargaining unit frozen on the date the Leave of Absence begins. For the duration of the Leave of Absence, the employee's wage, benefits and terms of employment shall be exempt of the AFSCME collective bargaining agreement and in accordance with wage, benefits and terms of employment established for the Non-union position. Any PTO time accrued prior to the Leave of Absence will remain available for use by the employee. Any paid time off accrued prior to or during the Leave of Absence that is in the employee's time bank on the day the Leave of Absence is terminated and the employee returns to a bargaining unit position, will be retained by the employee and available for use in accordance with the terms of the AFSCME collective bargaining agreement.

An employee appointed to a Non-union position shall be allowed to use their frozen seniority to "bump" the lowest seniority employee within their former classification. If the employee does not have adequate seniority to "bump" back into their former classification, they shall be treated as if they were laid off and subject to the lay-off procedures in the collective bargaining agreement.

While on a Leave of Absence the employee may use their frozen seniority to sign a job posting for a new or vacant position within the bargaining unit.

Article 16 - Hours of Work and Overtime Pay

Work Week. The normal hours of business for the employer are from 8:00 a.m. to 4:30 p.m. Work day for employees is 8:00 a.m. - 5:00 p.m. **Aside from prior approved flex scheduling, any change to the work day must be requested 24 hours in advance in writing with written approval.** Employees will have a 9 hour work day, with a one-hour unpaid lunch period. In offices where there is sufficient staffing, bargaining unit employees may have alternate starting and ending times. Employees shall have the option of selecting their starting time, based on seniority and subject to the approval of the Court Administrator.

Flexible Scheduling. It is recognized that a flexible work schedule may benefit employees. Therefore, employees may trade work schedules, with a minimum 24 hour notice and with the approval of the Court Administrator.

Pay Period. All employees covered by this Agreement shall be paid bi-weekly. Fridays shall be designated as payday. All pays will be direct deposited to the financial institution(s) of their choice. A copy of the paycheck stub will be provided until such time the Township is able to provide on-line access to printable paystubs.

Overtime Pay.

A. **Employees working outside of their normal shift hours or beyond 8 hours in one day must obtain prior written approval by the Court Administrator.**

B. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week.

C. An employee shall be paid at time and one-half (1 1/2) their regular straight time rate for all hours worked on Saturday and all hours worked on Sunday.

D. Overtime hours shall be divided as equally as possible among employees in the same classification within the Civil Division, Criminal/Traffic Division and the Probation Division. An overtime list shall be kept in each Division for a period of one year, beginning July 1. Initial overtime shall be rotated according to this list with the employee with the least number of overtime hours receiving the assignment first. If the employees have an equal number of overtime hours, the most senior employee will be asked first.

E. For overtime work that, as determined by the Court Administrator, can be performed by any employee, a separate overtime list shall be maintained. Overtime shall be rotated according to this list with the most senior employee receiving the assignment first. An employee who receives an overtime assignment, or declines an overtime assignment, shall be moved to the bottom of the rotation list.

F. For the purpose of equalization, time not worked because the employee did not choose to work, or could not be located after reasonable effort by the Supervisor, will be considered as overtime and the employee charged the number of overtime hours worked during the overtime period. The employees not wanting overtime will be removed from the list upon written notice from the employee.

G. Employees shall have the choice of obtaining compensatory time in lieu of payment for overtime worked, as permitted by law.

Article 17 –Bereavement Leave

The employee shall be granted bereavement leave with pay when the employee suffers a death in their immediate family. The employee shall receive leave with pay for five (5) working days. The leave is for the purpose of attending the funeral/memorial service and for attending to other family business. A member of his/her immediate family shall be: parent, spouse's parent, step-parent, spouse, child or step-child or established domestic partner (proof of domestic partner should be filed with the Human Resource Department).

In the event of the death of a grand-parent, spouse's grandparent, grandchild, brother or sister, the employee shall receive leave with pay for up to four (4) working days, depending on the date of the request of leave. The leave is for the purpose of attending the funeral/memorial service and for attending to other family business.

In the event of the death of the employee's brother-in-law, sister-in-law, aunt or uncle in a direct blood relationship and great grandparent, the employee shall receive up to two (2) working days off. The five (5), four (4) and two (2) days leave will not be deducted from the employee's PTO time.

Further, one (1) additional day will also be granted, provided the employee has to travel more than two hundred fifty (250) miles to attend the funeral/memorial, and this day shall be deducted from the employee's PTO time. Any additional time for bereavement shall be granted upon the employee's request from the employee's PTO days, or leave without pay.

An employee who has a death in his/her immediate family during a vacation period must notify his/her supervisor immediately upon receiving notice of the death and shall have up to five (5) days of his/her remaining vacation rescheduled at a later date, provided that the employee attends the funeral service and provides verification of this fact to his/her supervisor. In the event an employee has a death in his/her immediate family during the week of the holiday(s) he/she will be paid their current rate for the holiday(s) and his/her bereavement leave shall be extended by the additional number of day(s) correlating with the holiday, beyond the original amount of days granted for the Bereavement leave.

Article 18 - Holiday Provisions

A. The paid holidays are designated below and recognized as Court Holidays, during which time the Court shall be closed:

January 1 - New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday (whole day)
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day,
Day after Thanksgiving
December 24 - Christmas Eve
December 25 - Christmas Day
December 31 - New Year's Eve

B. Employees shall be paid their current rate based on their regularly scheduled workday for said holidays.

C. Should a holiday fall on a Saturday, it will be observed on the Friday prior to the holiday. Should a holiday fall on a Sunday, it will be observed on the Monday following the holiday. Should two holidays occur in succession of Friday and Saturday, the holidays will be observed on the Thursday prior to the holidays and Friday. Should two holidays occur in succession on Sunday and Monday, the holidays will be observed on Monday and the Tuesday following the holidays.

D. In the event a holiday occurs during an employee's paid time off or medical leave of absence, his/her PTO time shall not be charged for said holiday.

E. The employee must work the last scheduled working before and the first scheduled working day after each holiday in order to qualify for holiday pay, unless the employee has received an excused absence from Management prior to the holiday.

Article 19 - Jury Duty

An employee who serves on jury duty or witness service will be paid their regular paycheck for their regular scheduled workweek and shall endorse all checks received or turn in monies received from the court for Jury Duty or Witness Service over to the Human Resources Department. Any mileage portion paid by the Court pays will be retained by the employee.

Article 20 - Car Mileage Allowance

An employee who, while on assignment, uses their own vehicle in their performance of his/her duties will receive a mileage allowance equal to the current IRS mileage allowance and will be adjusted accordingly.

Article 21 - Education and Training

Improvement of the worth of staff members of the 14-B District Court by the efforts of each is encouraged. Each staff member is encouraged to train him/herself in skills that will increase his/her value to the Court.

Employees are encouraged to attend conferences, workshops, seminars, or college classes in which the training is required to maintain a professional license or registration.

Requests for approval to attend educational conferences, workshop, seminars, and college classes shall be made to the Court Administrator in accordance with policies and guidelines developed by the Court Administrator.

Employees shall be allowed time off with pay to attend approved conferences, workshops, or seminars. Reimbursement for expenses are subject to budgetary allocations and the approval of the Court Administrator.

All requests under this Article shall be given equal consideration. If more than one (1) employee request is received, seniority will be the determining factor as to approval.

Employee Orientation and Training

Management and staff agree and understand the importance of orientation and training new employees. The parties to this Contract agree that they shall cooperate in the development of a new employee orientation and training program. Those designated as Senior Clerks agree to directly assist in the development of these programs and to participate in the training of new employees.

Article 22 – Life Insurance

A. The Employer shall pay the full cost of providing term life insurance to all employees in the minimum amount of \$30,000.00 death benefit for the duration of the contract. The insurance shall include coverage for accidental death and/or dismemberment.

B. Employees who retire after signing of this contract shall be covered by paid life insurance in the amount of a \$15,000 death benefit only. The employee will be given a certificate of insurance from either the insurance company or from the Employer.

C. Management agrees to pay the total cost of life insurance.

Note: If at any time during the term of this contract another Charter Township of Ypsilanti employee group is provided a higher death benefit that benefit will be offered to 14-B District Court employees.

Article 23 – Safety

Management agrees to quarterly safety committee meetings and acknowledge concerns and will continue to address safety concerns and install additional safety measures as agreed upon between union and management.

The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety of health recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of grievance procedure.

Representatives will be selected and included in a campus-wide safety committee.

Article 24 – Contracting and Sub-Contracting of Work

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

Article 25 - Successor Clause

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessees or transferees, whether such succession, assignment or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

Article 26 – Distribution of Agreement

The Employer agrees to provide to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer, together with any work rules, policies or procedures.

Article 27 – Discipline and Discharge

A, Just Cause. The Employer will not discharge or discipline an employee without just cause. The Employer may establish reasonable work rules. If there is any conflict between the work rules and this Agreement, this Agreement shall take precedence. Prior to issuance of a formal disciplinary action, the employee will be given an opportunity to participate in a disciplinary interview. The Steward will be notified of the time and the place of the interview and be allowed to attend said meeting. A copy of the disciplinary action will be given to the Steward.

B. In any case, where an employee displays behavior which is deemed by his/her Employer as inappropriate, or as a result of some action, creates undesirable results which require disciplinary action, the Employer agrees to, where appropriate, follow the following disciplinary sequence:

1. Oral warning
2. Written reprimand
3. Suspension
4. Removal and Discharge

(1) Oral Warning*

(2) Written Warning* - Where warranted by just cause and where an oral warning has not resulted in correction or where more severe initial action is warranted, a written reprimand shall be issued to the Steward and a copy placed in the employee's personnel file, which shall be discarded one (1) year from the date of such written reprimand.

*These may be issued by the Court Administrator or their designee.

(3) Suspension - This action temporarily suspends an employee from employment without pay for a definite period of time. Where prior disciplinary action has not proved effective, or where the seriousness of the offense or conditions warrant, the employee may be suspended without pay by the Court Administrator.

(4) Discharge - This action permanently removes the employee from employment with the Employer. When other forms of disciplinary action are proved ineffective, or when the seriousness of the offense or conditions warrant, the Court Administrator may dismiss the employee.

C. Immediate Termination. Although the Union and the Employer subscribe to the principle of "progressive discipline", both of the parties realize that there may be some offenses which require the immediate termination of the employee for the first violation.

D. The employee shall have the right, if he/she so requests, to be represented by his/her Steward or Union Officer at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions, oral or written, shall be subject to the normal grievance procedure.

E. In imposing any discipline and/or discharge, the Employer will not take into account any prior discipline which was given more than one (1) year previous. The Employer will not impose discipline on any employee for errors or mistakes on his/her employment application after a period of three (3) years from the employee's date of hire.

Article 28 – Paid time-Off (PTO)

A. Pay for time off shall be paid from banked PTO hours to cover the work time missed so long as the Administrator or his/her Designate approves the request; PTO is paid at the hourly rate.

Pay for time off may be requested to supplement short or long term disability benefits for employees on approved medical leave of absence so long as the combined benefits do not exceed the wage the employee would have earned if at work.

Benefits will become available to the employee with the first payroll check following the benefit eligibility date (90 days of employment). New employees who have not passed their benefit eligibility date are not eligible for PTO benefits. PTO hours accrued during the first and final year of employment will be pro-rated based on hours actually worked that year.

Employees will be eligible for PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. They will be fixed on January 1 of each year after the anniversary of their date of hire. Should an employee be off work due to a Leave of Absence or Duty Disability – PTO accrual posted the following January will be adjusted based on policy. If an employee has an anniversary date (during the course of the year) that increases their years of service calculation, those additional hours will be added on a pro-rata basis on the date of the anniversary.

>0 - 4	Years of Service	222 hours annually
>4 - 9	Years of Service	261 hours annually
>9 ~ 14	Years of Service	300 hours annually
> 14	Years of Service	339 hours annually

Any employee hired after January 1, 2014 will be eligible for PTO benefits in the following amounts based on years of service at each subsequent anniversary of their date of hire. They will be fixed on January 1 of each year after the anniversary of their date of hire. Should an employee be off work due to a Leave of Absence or Duty Disability – PTO accrual posted the following January will be adjusted based on policy. If an employee has an anniversary date (during the course of the year) that increases their years of service calculation, those additional hours will be added on a pro-rata basis on the date of the anniversary.

>0 - 4	Years of Service	170 hours annually
>4 - 9	Years of Service	204 hours annually
>9 - 14	Years of Service	248 hours annually
> 14	Years of Service	287 hours annually

B. PTO hours will not accrue during a period of leave of absence unless specifically addressed within the contract.

C. PTO may be accrued up to 360 hours. Employees who have PTO banks in excess of 360 hours each year will automatically convert over to a pre-tax MERS Health Care Savings Account at 100% for the employee’s use toward future health care expenses.

D. Unused PTO hours will be paid at 100% of the employee’s current base rate of pay to an employee who resigns or retires from the Court. A maximum of 360 hours shall be submitted to MERS and allowed to be used toward FAC purposes. Unused PTO hours will be paid to employees discharged for “just cause”. Unused PTO paid out at separation will be pro-rated based on hours actually worked that year.

E. Employees may request a payout of PTO hours for unforeseen circumstances. The amount of hours available for payout will be based on hours earned through the time of the request. A maximum of 180 hours will be allowed for payout in any given calendar year. Employees will also be required to maintain a minimum of 40 hours of PTO time following a payout request for future use. Leave without Pay will not be approved for employees who have received a payout of PTO hours unless covered by an approved leave. Effective January 1, 2019 all payout hours requested will be paid at 75%. All Lump sum payouts shall be considered non-MERS wages.

F. Employees eligible for PTO may request time off for the purpose of taking vacation or personal time per the following provisions:

- Vacation time is limited to 10 scheduled working days off in any one-vacation period with at least ten (10) days between vacation periods. Exceptions may be made for special circumstances and with the approval of the Court Administrator.
- Vacation must be scheduled at least ten (10) working days in advance. If the employee wishes to take time off of three (3) days or less, they need not provide the ten day notice and the time off may be granted if the consent of the Court Administrator is obtained.
- In the event more than one employee requests to schedule time off for the same time period and all requests cannot be accommodated, the most senior employee will be given preference for that time.
- In the event an employee should be assigned to jury duty or be entitled to bereavement pay during the vacation period, those benefit days will be substituted for the previously approved PTO provided proper documentation is provided.

G. Employees eligible for PTO shall have pay for time off when they are unable to come to work or remain at work due to illness or injury.

- Employees unable to come to work due to illness must notify their supervisor prior to the start of their shift.
- An employee who cannot remain at work due to illness shall be paid from their PTO bank if available in the employee's time bank.
- PTO paid due to illness or injury must be accompanied by a physician statement when the employee has been off work four or more days or when the absence is for the day preceding of the day following a vacation period or one of the holidays observed by the Court.

Article 29 - Longevity Pay

All employees shall receive longevity pay per the following steps:

30 months	08 cents
5 years	10 cents
10 years	12 cents
15 years	12 cents
20 years	15 cents
25 years	15 cents
30 years	20 cents

All employees shall receive longevity pay as per schedule as each employee completes the number of years of service required to qualify for longevity pay, or additional longevity pay, such pay shall be added immediately to his/her rate or salary for each step of the schedule,

The thirty (30) month longevity step shall be deleted for all employees hired after **January 1, 2012.**

Article 30 - Health Insurance

- A. The Court shall provide the following level of health care insurance coverage for the employee and the employee's family including dependents through December of the year the dependent turns 26.
- B. The current employee health care insurance coverage is listed below:
- Blue Cross/Blue Shield Flex Blue Plan #3 Medical Coverage with the Flexible Blue RX Prescription Drug Rider. The Court will provide a benefits card to pay for In-Network deductibles of up to \$3,250/per person and up to \$6,450/per family. In addition, the Court will provide an additional \$1,000/per person and \$2,000/family of \$10 generic/\$60 Brand name coinsurance for prescription drugs. The benefit card will be paid for by the Court through a Healthcare Reimbursement Account established by the Township.
 - Employees receiving health care insurance will contribute on the first two pays of each month toward their health care premium, unless otherwise specified within the relevant bargaining agreement or employment contract. **Current contributions will be as follows: Single = \$25.00/per pay; Two Person Coverage = \$50.00/per pay; Family Coverage = \$75.00/per pay.**
 - Vision insurance at level currently provided through VSP Vision Plan with premium paid by the Court.
 - Dental Coverage at level currently provided through Delta Dental with premium paid by the Court.

It is understood and agreed that the parties will review on an annual basis the coverage's provided revising levels or providers if necessary to minimize the cost increase to the employees and the employer and to insure that the health care plan meets ~~complies with~~ the then current requirements of state law.

- C. Employees who were hired prior to September 1, 2009 shall be eligible for retiree health care at age sixty (60) with twelve working years of service with the Court. Employees hired after September 1, 2009 shall be eligible for retiree health care at age sixty-two (62) following fifteen working years of service with the Court. Employees who retire after December 31, 2011, shall have their health care changed in the future to match any changes in coverage in the collective bargaining agreement. Such benefit shall cease at the time the employee is eligible for Medicare. When a retiree is eligible for Medicare, the Court shall provide a Medicare tie-in until the retirees' death.

Employees who retire prior to their eligible age for retiree health care may have the coverage continued by reimbursing the employer the premiums involved until they reach their eligibility age for coverage.

- D. Employees hired after December 31, 2013 shall not be eligible for retiree health care. As of (date contract is ratified), employees will contribute 1% of gross per pay with the Township contributing \$50.00/per pay to a Health Care Savings Program in the employee's name for future health care cost with a 10-year vesting for purposes of retirement, on the employer contribution.

All Bargaining Unit employees shall have the option of contributing to a Health Care Savings Program through MERS on a post-tax voluntary basis. The employee shall have control over the contribution amount and when it starts and stops.

- E. The Employer shall provide a short and long term disability benefit for each employee. The provision of the short-term policy shall take effect and begin paying benefits at 66 2/3% of current hourly wage. The waiting period could be up to 30 days depending on coverage being secured and that the disability claim is approved by provider. The maximum benefit period under short-term is 90 days. The provisions under the long-term disability shall begin paying benefits to the employee at 66 2/3% of current hourly wage following a waiting period of ninety (90) calendar days and approval of disability claim. The maximum benefit period under long-term is determined by your age when the disability begins. The Employer will pay the difference between the maximum benefit and 66 2/3% of wage for a period of one year. Following one year the disability benefit will be the only pay received by the employee. If the employee has PTO time in their bank while receiving 66 2/3% of pay, they may utilize their PTO to make up the difference in their weekly gross income not to exceed 100% of pay.

Note: If at any time during the term of this contract another Charter Township of Ypsilanti employee group is provided a higher LTD benefit that benefit will be offered to 14-B District Court employees.

- F. The Employer shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Employer if they are covered under other health insurance. Employees who choose to withdraw shall receive annually a \$3,000.00 cash payment in lieu of health insurance. Payment shall be made in two installments: one in June and one in December. Effective September 1, 2009, retirees will have the option to withdraw from the health insurance coverage at open enrollment to receive annually a \$3,000 cash payment in lieu of health insurance to be paid in two installments: one in June and one in December. To participate in this plan, the employee or retiree must notify the employer prior to January 1 of each year and provide verification of the alternate coverage. If for any reason the employee loses their alternate coverage, they shall notify the employer immediately and will be returned to the Court coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. If for any reason, their plan shall jeopardize the tax exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.
- G. In the case an active employee dies, their same healthcare insurance shall be provided to the surviving family for 60 days following the death, and thereafter COBRA eligibility begins.

Article 31 - Pension

Employees Hired Before 1/1/2014

The Employee pension program shall be administered through the Michigan Municipal Employees' Retirement System. Effective January 1, 2000, the benefit program shall be the B-3 (2.25% multiplier) with the F-55/15 waiver and the FAC-3.

Employees Hired After 1/1/2014

Effective January 1, 2014, any new hire will have the following pension benefit through the Michigan Municipal Employees' Retirement System: B-2 (2%) multiplier with the F-55/15 waiver and the FAC-3

The employee contribution for both divisions shall be 8% for the length of this current contract. The change in the employee contribution will take effect on the first of the month following ratification by the union body and Township Board approval.

An employee shall be considered retired and eligible for pension benefits at the earliest date that he/she would qualify under the MERS pension plan providing the employee's service is not based on any prior service with another employer.

Article 32 – Unemployment Insurance

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

Article 33 - Wages

The annual salary for members of the bargaining unit shall be according to the following schedule:

Deputy Court Clerk	Starting	Step #1	Step #2	Step #3
2022	20.63 (\$42,910.40)	21.77 (\$45,281.60)	23.39 (\$48,651.20)	24.96 (\$51,916.80)
2023	21.25 (\$44,200.00)	22.42 (\$46,633.60)	24.09 (\$50,107.20)	25.71 (\$53,476.80)
2024	21.89 (\$45,531.20)	23.09 (\$48,027.20)	24.81 (\$51,604.80)	26.48 (\$55,078.40)
Senior Clerk/Probation Coordinator				
2022	21.62 (\$44,969.60)	22.75 (\$47,320.00)	24.27 (\$50,481.60)	25.79 (\$53,643.20)
2023	22.27 (\$46,321.60)	23.43 (\$48,734.40)	25.00 (\$52,000.00)	26.56 (\$55,244.80)
2024	22.94 (\$47,715.20)	24.13 (\$50,190.40)	25.75 (\$53,560.00)	27.36 (\$56,908.80)
Probation Officer				
2022	25.57 (\$53,185.60)	26.69 (\$55,515.20)	28.22 (\$58,697.60)	29.76 (\$61,900.80)
2023	26.34 (\$54,787.20)	27.49 (\$57,179.20)	29.07 (\$60,465.60)	30.65 (\$63,752.00)
2024	27.13 (\$56,430.40)	28.31 (\$58,884.80)	29.94 (\$62,274.20)	31.57 (\$65,665.60)
Lead Probation Officer				
2023	27.66 (\$57,532.80)	28.86 (\$60,028.80)	30.52 (\$63,481.60)	32.18 (\$66,934.40)
2024	28.49 (\$59,259.20)	29.37 (\$61,838.40)	31.44 (\$65,395.20)	33.15 (\$68,952.00)

Lead Probation Officer holding a Master’s Degree shall receive an additional 5% over the probation officer wage.

On January 1, 2023, Bargaining Unit employees shall receive a 3% increase (calculated above)

On January 1, 2024, Bargaining Unit employees shall receive a 3% increase (calculated above)

All employees shall be hired in at the Starting Wage rate for that classification. An employee shall advance to the next salary step on their anniversary date for each year of service. The starting rate for new Deputy Court Clerks, Senior Clerks, and Probation Coordinator employees hired after January 1, 2012 shall be \$2.00 below the Starting rate above and following steps shall be reduced accordingly.

Article 34 – Duty Disability Leave

Any employee who has completed his/her probationary period and has been placed on the seniority list as a full-time regular employee and who suffers injury compensable under the Worker's Compensation Act, after the first week's compensation, shall receive payment due under the Worker's Compensation Act directly from Worker's Compensation provider. In addition, the Township shall pay the difference between his or her base rate of pay at the date of injury, less any required tax withholding, and the Worker's Compensation payment directly to the employee. If the Worker's Compensation payment is reduced because of appeal or settlement, the amount owing from the Employer shall be reduced by the same percentage. After this one (1) year period, the only pay the employee will receive is from Worker's Compensation. Time taken off for this duty disability leave shall not be deducted from the employees PTO time. PTO accrual shall continue for a period of one (1) year and frozen until such time the employee returns from leave. *Note: PTO hours placed in the employee's bank each January will be pro-rated based on accrual rules for previous year.*

The employee shall receive full fringe benefits for a period of one year. After this one year period, the only fringe benefits the employee shall receive is paid hospitalization and paid life insurance for another two years.

If Ypsilanti Township extends any enhancement(s) to this provision with its bargaining unit, those enhancements) shall be extended to the Court employees,

Article 35 – Part-Time Employees

A. Definition: A part-time employee is hired for a number of hours each week, consisting of not less than *twenty* (20) nor more than thirty-two (32) hours in each workweek. If the State law provides any statute covering the minimum hours regarding part-time work, then the State law is applicable rather than the specified twenty (20) hours.

B. Such part-time employee shall be labeled as a part-time employee at the time of his/her employment.

C. After thirty (30) days, such employee must, as a condition of continued employment either maintain membership in Local 3451, or in lieu thereof authorize Management to deduct from his/her regular pay each month an amount equal to the regular dues assessed by Local 3451.

D. Termination of a part-time employee prior to the end of the one hundred-eighty (180) day probationary period shall impose no obligation on Management to recall such part-time employee,

E. The layoff of a part-time employee after he/she has completed his/her one hundred-eighty (180) day probationary period shall impose upon Management the obligation to recall such employee if an opening in the same type of work occurs prior to six (6) months from the last said date of layoff,

F. Part-time employees who hereinafter are employed for an excess of a ninety (90) day period shall be entitled to receive the following fringe benefits:

1. Employees shall be paid their regularly scheduled hours for any holiday that falls within their scheduled days of work. The holidays set out in Article 21, Paragraph A of the current contractual agreement shall be considered as holidays for the purpose of this paragraph,

2. Each part-time employee shall be entitled to receive a pro-rata amount of paid PTO computed from the first day of employment based upon the PTO schedule set out in -Article 33 of this Contract.

3. A part-time employee shall receive the same rate of pay as if he/she were a full-time employee performing the job for which the part-time employee is employed,

4. A part-time employee shall receive medical and dental insurance in accordance with the terms of Article 35, as long as the employee is hired to work more than twenty-nine (29) hours per week.

5. A part-time employee shall not receive any other benefits including life insurance benefits. Part-time employees shall be allowed to participate in all other benefits provided to District Court employees provided they make arrangements to pay for such benefits themselves.

G. A part-time employee with less than five (5) years seniority shall not be retained in employment while a full-time employee qualified to perform the work has been laid-off.

H. A part-time employee shall not be worked overtime so long as a full-time employee is available and qualified to perform the work. If a part-time employee is worked overtime, he/she shall be paid for such overtime at the rate of one and one half (1 1/2) time his/her base hourly rate. Overtime shall be any hours worked in excess of eight (8) hours per day or forty (40) hours per week, further, if the part-time employee works in excess of 40 hours per week, he/she shall be paid the overtime rate. The Union shall be notified of the date of hire of all newly hired employees, whether they are classified as a part-time, full-time, or whatever.

I. The Union shall be notified in writing of all hiring of new employees immediately from the date of hiring. Such notification is to include classification, rate of pay, name, address, and phone number. Notification is to be sent to the Chief Steward.

J. The Court shall be required to give a one (1) week notice before layoff or termination for any part-time employee.

Article 36 – Temporary Employees

Temporary employees may be used to replace employees covered under this Agreement for absences not to exceed six (6) months. This period may be extended if agreed to by the Union.

Temporary employees will not be used to supplement the use of additional Bargaining Unit employees or to circumvent the posting or bidding procedure of this Agreement.

Temporary employees will not be considered members of this Bargaining Unit and will not receive the benefits thereof.

If a vacancy is not filled by an internal posting, the Employer shall have the authority to fill that vacancy with a temporary employee until the external hiring process is complete, to a maximum time period of ninety (90) days from the date of the external posting. This time period may be extended by mutual agreement between the parties.

Article 37 – Termination and Modification

This Agreement shall continue in full force and effect until December 31, 2024

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

C. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, to the Union: 7700 Second Street, Suite 314, Detroit, MI 48202, and if to the Employer, addressed to: 7200 S. Huron River Dr., Ypsilanti, MI 48197; or any such address as the Union or the Employer may make available to each other.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The Employer agrees to continue all contractual terms and provisions past the expiration date of this contract until a new contract takes effect.

Article 38 – Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Article 39 – Management’s Rights

The Employer shall retain all rights, power and authority to administer and manage its departments and service of its employees in all matters, including but not limited to, the determination and enforcement of reasonable policies, rules, regulations, operations and standards of conduct for the orderly and efficient operation of the Court. The exercise of the foregoing rights shall be limited only by the express and specific terms of this Agreement.

Article 40 – Acts of God

A. Any employee reporting for work in their regular shift who is sent home through no fault of their own shall be paid for the remainder of their regular shift.

B. Any employee who is unable to report to work on time due to weather conditions shall be allowed to use PTO time to make up for any lost pay that day, provided they give the Court Administrator as much notice as possible of their reporting late.

C. The Court shall be required to attempt to notify employees by phone prior to the closing of the employer's place of business. If the Court closes the building for an act of God or for reasons related to the health and safety of the employees, affected employees shall not experience a reduction in pay nor shall they be required to use accumulated leave time to cover said closing. Any employee approved for and utilizing PTO at the time a building is closed will be charged with said PTO.

LETTER OF UNDERSTANDING Grace Period

Effective January 1, 2010, the Court will no longer allow a five minute grace period when punching in late at the start of his/her shift. Employees, who punch in past their designated start time, will be docked. If an employee is more than five minutes late, they will have the option to use available PTO time from their bank.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year indicated:

FOR THE UNION:

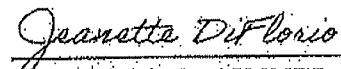
DATED:


Annette Gontarski, Bargaining Committee

1-13-2023

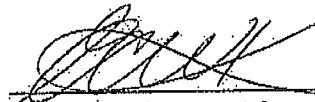

Jennifer Royal, Bargaining Committee

1-13-2023

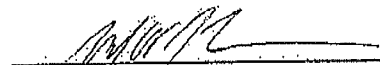

Jeanette DiFlorio, AFSCME Representative

1-13-2023

FOR THE EMPLOYER:


Erane Washington, Judge

1-17-23


Mark Nelson, Magistrate/Court Administrator

1-17-2023