

23rd District Court/POAM
Effective July 1, 2024 through June 30, 2027,
SIGNATURE COPY: September 9, 2024

AGREEMENT

between

23RD DISTRICT COURT, TAYLOR, MICHIGAN

and

23RD DISTRICT COURT EMPLOYEES' ASSOCIATION

represented by

POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 2024 through June 30, 2027

23RD DISTRICT COURT EMPLOYEES
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AGREEMENT

THIS AGREEMENT entered into by and between the 23rd District Court, Taylor, Michigan, party of the first part, hereinafter referred to as the "EMPLOYER", and the 23rd District Court Employees' Association, represented by the Police Officers Association of Michigan, party of the second part, hereinafter referred to as the "UNION."

ARTICLE 1
PURPOSE AND INTENT

1.1: WHEREAS, the general purpose and intent 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.

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

1.3: WHEREAS, the parties recognize that the Employer of those persons in this bargaining unit is the 23rd District Court of the City of Taylor and the City of Taylor is the District Control Funding Unit for the 23rd District Court. In those instances in this Agreement whenever this Agreement refers to the Employer providing for or paying the cost of benefits, it shall mean the Employer through the District Control Funding Unit.

ARTICLE 2
GENDER REFERENCE

2.1: The parties agree that throughout their labor relations activities anytime the word "she" is used, it shall mean either the male or female gender. When the word "he" is used, it also shall mean either the male or female gender.

ARTICLE 3
RECOGNITION, AGENCY SHOP DUES

3.1: The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work and other conditions of employment as provided for in this Agreement for all employees performing work within the classification contained in this Agreement. At the time of the inception of this Agreement, the employees covered by it are listed in Appendix "A" attached hereto and made a part hereof.

All members of the bargaining unit are free to join or not to join the Union.

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

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

3.3: Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of Union dues shall be voluntary. If an employee voluntarily submits a Union membership form and voluntarily authorizes payment of Union dues, the Employer agrees to deduct Union dues from the salary of each individual employee in the bargaining unit to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

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

ARTICLE 4
DEDUCTION OF DUES

4.1: During the period of time covered by this Agreement, dues, if authorized through employee dues deduction, shall be paid directly to the Treasurer of the 23rd District Court Employees' Association.

ARTICLE 5
WAGES, CLASSIFICATION AND SENIORITY AT INCEPTION

5.1: Attached hereto and marked Appendix "A" is a schedule of all of the positions covered by this Agreement at its inception, their present hourly rate, present classification and base wage rate for each covered position based on seniority.

ARTICLE 6
RATES FOR NEW CLASSIFICATIONS

6.1: The rate of pay for any new classification(s) established by the Employer within the bargaining unit covered by this Agreement shall be initially determined by the Employer, but subject to negotiations between the parties if the Union disagrees with such rate of pay.

ARTICLE 7
SUBCONTRACTING

7.1: The Court agrees to preserve job opportunities for all employees covered by this Agreement whenever possible.

7.2: Extra Contract Agreement: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 8
LAYOFFS

8.1: Layoff shall mean the separation of an employee from the active work force. Layoffs shall be by seniority. Least seniority within a classification being laid off first. All temporary and part-time employees within a classification will be laid off before permanent employees.

City-paid insurance benefits will continue for a laid-off employee for the balance of the month in which the layoff occurred. A laid-off employee may then maintain his/her participation in the City's group health insurance programs by making the appropriate COBRA election and by paying the monthly premiums required.

ARTICLE 9
SENIORITY

9.1: Seniority shall be defined as the continuous length of service as a full-time permanent employee of this bargaining unit. Seniority date shall be the last date of hire as a permanent full-time employee.

9.2: Seniority shall be broken only by:

- A. Discharge.
- B. Voluntary quit.
- C. Layoff for a period of more than one (1) year.
- D. Absence for three (3) consecutive working days without notifying the Employer, which shall be considered a Voluntary Quit. In proper cases, exceptions may be made by the Employer.
- E. The employee overstays a Leave of Absence without advising the Employer of a reason acceptable to the Employer.
- F. A settlement with the employee has been made for total disability.
- G. The employee is retired.

ARTICLE 10
PROMOTIONS

10.1: Promotions shall be at the sole discretion of the Court Administrator. An employee who is promoted out of this bargaining unit will be allowed to return to their former position in the bargaining unit, at management's discretion without loss of seniority.

ARTICLE 11
DISCHARGE OR SUSPENSION

11.1: The Employer shall not discharge or discipline any employee without cause. No prior discipline or warning need be imposed on any employee before she is discharged or disciplined if the cause of the discharge is dishonesty, drunkenness, recklessness, gross negligence or being under the influence of incapacitating or intoxicating beverages or drugs while on duty. Each employee shall be provided with a copy of the approved Work Rules. The Union reserves the right to argue the reasonableness of any work rules not mutually agreed upon. Discharge or discipline must be by written notice, and any employee may request an investigation as to this discharge or discipline. Should such investigation prove that the employee was without fault, she shall be reinstated and compensated with full, partial, or no compensation as may be decided under the Grievance Procedure. However, if the employee is found with fault, the penalty shall stand unchanged.

11.2: Appeal of discharge or discipline for any reason must be taken within five (5) working days of written grievance signed by the grievant, stating the specific provisions of the contract and/or work rules alleged to have been violated, and must be filed at Step Three of the Grievance Procedure.

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

ARTICLE 12
GRIEVANCE PROCEDURE

12.1: It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided, and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings.

- A. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

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

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

Step 2 - Written - Chief Judge: Upon receipt of the written grievance a conference between Union representatives and the Chief Judge or his designee will be held within five (5) working days. The Chief Judge shall answer said grievance in writing within five (5) working days of said conference.

Step 3 - Arbitration: In the event that the grievance is not satisfactorily settled at Step Two, the Union shall give notice of its intention to appeal said grievance to arbitration to the Chief Judge or his named designee within ten (10) working days of receipt of the answer in Step Two or the time when said answer was due. The Union shall appeal the grievance to the Federal Mediation and

Conciliation Service (FMCS) within fifteen (15) days of the date upon which notice of intention to appeal is given to the Chief Judge or his named designee. The arbitration shall be conducted in accordance with the following procedure:

- A. The arbitration proceeding shall be conducted by the Federal Mediation and Conciliation Service under its rules then in effect, and the Federal Mediation and Conciliation Service shall act as administrator.
- B. The grievance and arbitration procedure provided for in this Agreement shall be the sole and exclusive remedy for the resolution of grievances.
- C. Each party shall bear the full costs for its side of the arbitration, including payment of its witnesses and representatives, and will pay one-half (1/2) of the costs for the arbitration, provided that the Employer will pay the lost wages of one (1) grievant and one (1) steward who participates in the arbitration.
- D. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to rule on any matter, except while this Agreement is in full force and effect between the parties.
- E. Arbitration shall be held at the 23rd District Court.

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

ARTICLE 13
LIMITATION OF AUTHORITY AND LIABILITY

13.1: No employee, Union member or other agent of the Union shall call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, nor shall they participate in any strike, work slowdown, work stoppage or cessation of employment.

ARTICLE 14
MANAGEMENT RIGHTS

14.1: Management reserves to itself the following matters:

- A. To manage the Court generally; to plan, direct, and control its operations; to decide the number and locations of facilities; to decide all machines, tools and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to maintain order and efficiency in its facility and operations; to determine the number and composition of the work force; to determine and redetermine job content; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice to the Union and the employees thereof, to require compliance therewith by employees; to discipline and discharge employees for cause.

14.2: Management shall have all other rights and prerogatives, subject only to restriction on such rights, if any, as are provided in this Agreement.

ARTICLE 15
LOSS OR DAMAGE

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

ARTICLE 16
ACCIDENTS AND REPORTS

16.1: Any employee involved in an accident while at work shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents.

Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

16.2 : The Employer shall consider the personal safety of the employees in establishing operational procedures.

ARTICLE 17
STEWARDS

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

17.2 : The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement, provided she first receives such permission from her superior, which permission shall be granted within the next twenty-four (24) hours.

17.3 : The transmission of such messages and information which shall originate with and are authorized by the Union or its officers provided such messages and information are not submitted during her working hours and

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

ARTICLE 18
GENERAL

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

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

18.3 : The Employer agrees to respect the rules of the Union and shall not direct or require its employees or persons, other than the employees in the bargaining unit herein involved and their supervisors perform work which is recognized as the work of the employees in said unit; provided, however, that the Employer may, within its discretion, assign any of its employees to perform such work outside of their classification or outside the bargaining unit. If an employee, who has been qualified as a court recorder, and who earns less than a court recorder, is assigned to work as a court recorder, she shall receive the pay of a court recorder instead of her normal pay equal to two (2) hours.

18.4 : A new employee shall work under the provisions of this Agreement and be represented by the Union but shall be employed only on a six (6) months probationary period, during which period she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. The Employer may, at its option, extend the probationary period an additional six months. Probationary employees will be ineligible for employee benefits provided through this agreement until the first of the month following ninety (90) days employment. Seniority begins with the date of hire as a full-time employee.

ARTICLE 19
TEMPORARY AND PART-TIME EMPLOYEES

19.1: Employees who work temporarily or part-time or in cases of emergency shall not be covered by the provisions of this Agreement. It is not the intent of this Article to replace any permanent job positions.

- A. A part-time employee shall be defined as an employee who is regularly scheduled to work less than forty (40) hours per week. This section shall not be construed as preventing the Employer from utilizing and paying a maximum of two (2) students at a time assigned to the court through a recognized school co-op program.

- B. A temporary employee shall be defined as an employee who works forty (40) hours per week, not to exceed one (1) year unless there has been an extension granted to the employee who is presently being replaced as has been determined by the Court Administrator. These employees shall not be eligible for benefits available to full-time employees. There shall not be more than two (2) temporary employees employed by the court at the same time. Temporary employees shall not be allowed to work holidays or weekends unless all full-time employees have declined to work overtime.
- C. Maternity, Extended Sick Leave, Personal Leave Exception: When a temporary employee takes the place of an employee on maternity, extended sick leave, or extended personal leave the length of service shall not be in excess of one (1) year unless there has been an extension granted to the employee presently on leave as has been determined by the Court Administrator.

ARTICLE 20
HOURS OF WORK

20.1: Each employee will work eight (8) hours per day, which includes a paid lunch of one (1) hour. The regular work shift shall be 8:30 AM to 4:30 PM, Monday through Friday. The Court Administrator shall have sole discretion to change the work shift of an employee, as needed, within 30 minutes of either start or end time. The Court Administrator will meet with the union to advise of potential changes to a work shift, and discuss why such change is being considered, at least two weeks prior to any change that is being considered.

20.2: Overtime will be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours in any one (1) day, forty (40) hours in one (1) week, and for time worked on Saturday, provided the employee shall have worked their regular scheduled work week during the previous week. Paid sick time, vacation time, or any compensated time off shall be considered as time worked. Employees will receive a one-half (1/2) hour paid lunch period for each four (4) hours worked on Saturday.

20.3: For overtime to be paid, all hours must have been previously authorized by the Court Administrator. All such

overtime shall be paid at one and one-half (1-1/2) times the regular hourly wage rate of the employee and all authorized overtime shall be paid at two (2) times the regular hourly wage rate for time worked on Sundays or holidays, provided that the employee shall have worked not less than their regular scheduled work week as defined in 20.2 during the previous week.

20.4: Temporary and part-time employees shall not work overtime until all permanent employees have been offered to work the overtime.

20.5: Tardiness: It is expected that all Court employees shall report and be at their assigned work stations at their assigned starting times. An employee reporting late shall not be paid for time not present for work. Excessive tardiness shall result in discipline and possible discharge according to the following policy:

- A. First Offense - Upon accumulating a third (3rd) unexcused occurrence of tardiness within a ninety (90) day period, an employee with a heretofore clean record shall be issued a First Written Warning.
- B. Second Offense Upon accumulating two (2) unexcused occurrences of tardiness within ninety (90) days after the issuance of the First Written Warning, but before the record is cleared, the employee shall be served with a Second Written Warning.
- C. Subsequent Offenses - Thereafter, upon accumulation of two (2) unexcused occurrences of tardiness within any ninety (90) day period of the last previous disciplinary measure, but before the record is cleared, the following sequences of time off without pay is to obtain: a three (3) day Disciplinary Lay-off (DLO) for the third (3rd) offense and a five (5) day DLO for the fourth (4th) offense.
- D. The Final Offense - Any employee who accumulates two (2) unexcused occurrences of tardiness within any ninety (90) days of receiving the fourth (4th) offense five (5) day DLO, but before the record is cleared, shall receive a minimum of a ten (10) day DLO, or up to, and including discharge.

- E. Correction of Record - For each ninety (90) days of promptness unmarred by any unexcused occurrences, the employee's record shall be rolled back one step.

20.6 : No employee shall be considered for overtime unless qualified in the duties required for the completion of that specific overtime assignment.

ARTICLE 21
LEAVES OF ABSENCE

21.1 : The Employer agrees that it shall be subject to the Family and Medical Leave Act/FMLA of 1993, during the term of this Agreement. Eligible employees under the FMLA are entitled to a total of twelve (12) workweeks of unpaid, job-protected leave during a twelve (12) month period for one (1) or more of the following:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

While on approved Family Medical Leave, employees shall continue to receive paid insurance benefits.

21.2 : The following requirements shall be met by all employees who exercise their right to take Family Medical Leave under the FMLA of 1993:

- A. The employee shall provide a minimum thirty (30) days advance notice to the Court Administrator when the leave is "foreseeable."
- B. The employee shall provide medical certification to support a request for leave because of a serious

health condition, and may be required to submit second (2nd) or third (3rd) medical opinions (at the Employer's expense) and a fitness for duty report to return to work.

- C. The taking of a leave may be denied if requirements are not met.
- D. For absences eligible under the Family Medical Leave Act, employees shall be required to use sick bank time until it is exhausted. At that time any accrued vacation bank shall be exhausted, except each employee may elect not to use up to five (5) vacation days. If Family Medical Leave continues after all banks are exhausted, it shall be unpaid.

21.3 : Maternity Leave. Whenever an employee shall become pregnant, she shall furnish the Court Administrator with a certificate from her physician stating the approximate date of delivery, the nature of the work she may do, and the length of time she may continue to work. She shall be permitted to continue to work in accordance with her physician's recommendation. Sick leave days must be used for the time her physician has recommended the employee be off the job. An employee who is an expectant mother or who adopts a family will be granted a leave of absence not to exceed six (6) months without loss of seniority. Said leave shall run concurrently with the FMLA Leave. Employees on maternity leave shall continue to have their premiums paid on all insurance programs as required by FMLA. Employees who choose to extend their maternity leave beyond the twelve (12) week period provided for under the FMLA, may choose to continue insurance premiums at their own cost (at the District Control Funding Unit's group rate).

21.4 : Medical Leave. An employee who has completed his/her probationary period and is suffering from a serious medical condition as outlined in the Family Medical Leave Act of 1993 may request a Medical Leave of Absence for a period not to exceed twelve (12) months. Medical leaves of absence shall run concurrent with leaves granted pursuant to the FMLA and shall be subject to the following limitations:

- A. Medical Leaves must be requested in writing to the Court Administrator prior to the need for leave if practicable. All requests must be submitted within three (3) business days of the start date of leave in order to be considered for approval. The request must include medical certification which indicates the medical facts

supporting the need for leave, the effective date of leave, and expected duration of leave.

- B. While on approved medical leave, employees will be required to use earned unused sick and vacation time with the exception of five (5) vacation days at the employee's discretion. After exhausting available paid time, the remainder of Medical Leave shall be unpaid.
- C. While on Medical Leave, employees may continue insurances provided through the District Court Funding Unit for the duration of the leave by paying the premiums of insurances at the District Court Funding Unit group rate.

Employees shall continue to accrue seniority for the duration of Medical Leave. Employees shall be restored to his/her former position upon return from Medical Leave unless the position was subject to elimination pursuant to Article 8.1. Medical Leave shall not serve impede or delay Article 8.1 and shall not alter retention of seniority as afforded by Article 9.2 C.

ARTICLE 22
MILITARY SERVICE

22.1: An employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency shall, upon termination of such service, be re-employed in line with her seniority at the then current rate for such work, provided she has not been dishonorably discharged from such service with the United States Government, and is physically able to do work available; and, further, provided she reports for work within ninety (90) days of the date she is discharged from such service with the United States Government.

ARTICLE 23
SEPARABILITY AND SAVINGS

23.1: If any Article or Section of this Agreement or any rider thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the

application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

23.3 : The following language is mandated by MCL 423.215(7) to be included in the collective bargaining agreement. Such inclusion is not, therefore, by voluntary agreement of the Union. The Union does not waive any right to challenge the validity or application of MCL 423.215(7).

An Emergency Manager appointed under the Local Government and School Fiscal Accountability Act may reject, modify or terminate the collective bargaining agreement as provided in the Local Government and School Fiscal Accountability Act. The parties recognize that the Public Employment Relations Act requires the preceding sentence to be added to the Agreement, but further recognizes that P.A. 4 of 2011 has been repealed by the voters. As such, this provision is solely to comply with the law.

ARTICLE 24 SPECIAL CONFERENCES

24.1 : Special conferences may be requested by either party. Such conferences shall be arranged between the local Representative and the Court Administrator for purposes of discussion of important matters. Such meetings shall be between at least one (1) but not more than three (3) representatives of the Employer and at least one (1) but not more than three (3) representatives of the Union. Written 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 at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

24.2: Special conferences shall be scheduled as soon as possible after requested but must be scheduled within fifteen (15) days from receipt of the request for such conference.

ARTICLE 25
SAFETY COMMITTEE

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

ARTICLE 26
MAINTENANCE OF CONDITIONS

26.1: All existing benefits which are supplied and conditions of employment, which are applied by the Employer and not specifically modified by the provisions of this Agreement, will be continued by the Employer for the duration of this Agreement.

ARTICLE 27
HEALTH, DENTAL AND OPTICAL INSURANCE

27.1: Medical - Hospitalization: All employees, effective on the date this Agreement has been approved by the Taylor City Council, shall have deducted from their weekly wages a medical premium contribution in the amount of twenty percent (20%) of the City's costs (illustrative rate) for the plan selected. Said contributions shall be tax exempt through the District Control Funding Unit's Cafeteria 125 Plan.

Employees who are eligible to be covered under an insurance plan not paid for by the District Control Funding Unit, may, by providing proof of outside coverage, be exempted from the payment of medical contributions. This exemption shall be in addition to the monthly payment provided for in Paragraph 27.1(E) below. If at any time after waiving medical insurance coverage, the employee's outside coverage is discontinued or terminated, the employee shall be required to resume medical coverage subject to the normal waiting period. The payment of medical contributions as indicated herein will begin immediately upon the reinstatement of the employee's medical insurance.

Employees hired before July 1, 2002, shall be provided with the Blue Cross Blue Shield Enhanced Community Blue PPO Plan 1 with \$3,000 annual out-of-network deductible, Mental Health 20% Rider, PCM \$500 Rider, \$40 Office Visit Rider (includes Urgent Care and chiropractic visits), a \$100 Emergency Room co-pay, and a prescription drug program with step therapy, a \$10/\$40/\$80 generic/preferred brand/non-preferred brand copay, and mail order program with ninety (90) day supply of maintenance drugs for cost of two (2) copays. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network with a \$40 Office Visit (includes Urgent Care and chiropractic visits), a \$100 Emergency Room co-pay, and \$10/\$40/\$80 generic/preferred brand/non-preferred brand prescription drug program.

Employees hired on or after July 1, 2002, shall have the option of Health Alliance Plan or Blue Care Network with \$40 Office Visit (includes Urgent Care and chiropractic visits), a \$100 Emergency Room co-pay and \$10/\$40/\$80 preferred brand/non-preferred co-pay prescription drug program.

Employees hired on or after July 1, 2002 may elect to enroll in the City's BCBS Community Blue PPO Option 1 plan, provided that the cost difference between BCBS and HAP plans is the exclusive responsibility of the employee/retiree. Said cost difference can be remitted tax-exempt through the City's Section 125 Plan for deferred premiums.

The Employer will also pay the full cost of the optical and dental plan. The above plans will cover the employee, his/her spouse and their natural and legally adopted children. Coverage for dependent children will terminate at the end of the year they reach their 19th birthday. By paying the premium cost, employees may retain coverage for children who are full time students until the end of the year they reach age 24.

- A. These coverages shall extend to all employees and all retired families subject to Section 27.4 of this Article.
- B. The Employer agrees to continue to furnish medical coverage to the un-remarried spouses of deceased retirees, and any minor children thereof through the end of the year they reach their 19th birthday.
- C. Dental coverage shall be as follows:

1. Preventative and diagnostic services and emergency palliative treatment and radiographs, one hundred (100%) percent.
 2. Oral surgery, endodontic, and periodontic services; relines and repairs; restorative services; seventy (70%) percent;
 3. Prosthodontics, seventy (70%) percent;

(Maximum payment per person, per year for benefits shall be One Thousand (\$1000) Dollars.)
 4. Orthodontics, fifty (50%) percent with a three thousand (\$3,000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.
- D. Optical Coverage shall be provided with no reduction in benefits for employees, spouses, and dependent children through the end of the year in which they reach age 19.
- E. Employees who elect not to be covered by the medical insurance program will receive a monthly cash payment in accordance with the following schedule:
- | | |
|-----------------|----------|
| Single Plan | \$150.00 |
| Two Person Plan | \$300.00 |
| Family Plan | \$400.00 |
- The above will not apply to employees or retirees whose spouse is an employee or retiree of the District Control Funding Unit or who are eligible to be covered by any other District Control Funding Unit paid medical insurance. Any time after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.
- F. If an active employee or retiree's spouse is employed by the District Control Funding Unit or retired from the District Control Funding Unit only

one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse.

- G. New hire's insurance benefits shall commence on the first insurance billing date following ninety (90) days of employment.
- H. The Employer will pay \$50.00 to an employee who has successfully completed a smoking cessation program that the Employer has approved in advance. The employee must submit documentation satisfactory to the Employer of the employee's successful completion of the smoking cessation program in order to be eligible for the payment under this section.

27.2: Dual Coverage: In the event an employee is enrolled or participates in another plan(s), the Employer shall not be obliged to provide dual coverage.

27.3: The parties agree to be part of a Healthcare Cost Containment Committee made up of one member from each Union or Association within the Court, a member of the Court Administration, and the City of Taylor. The parties are committed to investigate programs, which will reduce the costs. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans.

The Employer has the right to change carriers for all provided insurance coverages, as long as the coverage remains equivalent to coverage currently provided. If the City decides to change carriers, it will provide the union with a minimum of 60 days' notice and agree to meet and confer to discuss any contemplated changes.

27.4: Retiree Participation: Employees with a retirement date on or after November 20, 2007, shall be eligible to participate in the aforesaid dental and optical plans provided that the designated insurance carrier allows retiree participation and further provided that the present cost and any future increase in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree.

Participation in this program shall be voluntary, and each retiree shall notify the Human Resources Department, in

writing, of his/her decision to either participate or refusal to participate in said program.

The medical premium co-payment shall extend to retirees. Retirees shall pay a percentage of the City's monthly costs (illustrative rate) for the medical insurance plan selected in accordance with the following schedule:

Retirees hired before December 31, 2014:

<u>Service</u>	<u>Medical Premium Co-Payment</u>
Vested - 12 years	35% - No Cap
13 - 24 years	25% - No Cap
25 years & over	10% capped at an annual maximum of \$4,500.

Retirees hired on or after January 1, 2015:

<u>Service</u>	<u>Medical Premium Co-Payment</u>
Vested - 12 years	35% - No Cap
13 - 24 years	25% - No Cap
25 years & over	10% - No Cap

Retirees must pay their percentage of the City's monthly cost for the medical hospitalization benefits in advance on a monthly basis. If payment is not received by the City prior to the beginning of each month, the City will mail a final request for payment of the retiree. Failure by the retiree to make full and complete payment each month within ten (10) days after the final request for payment is sent by the City shall result in the retiree being dropped from the medical hospitalization coverage effective immediately. It is the responsibility of the retiree to ensure that the City is notified of his/her current address at all times.

If there is a change in rates by the medical hospitalization insurance carrier, the City shall notify the retiree of said rate change and any adjustments necessary shall be made on the following monthly payment.

Optional retiree paid dental and/or optical coverage must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

Employees with a retirement date on or after November 20, 2007, shall be eligible to participate in the group health plan at the level of benefits in effect on their first date of retirement. This coverage extends to his/her spouse and natural and legally adopted children according to federal and state law.

ARTICLE 28
LIFE INSURANCE, HEALTH AND ACCIDENT

28.1: Life Insurance: The Employer agrees to pay the full premium on a life insurance plan of Fifty Thousand (\$50,000) Dollars for each employee with an additional Fifty Thousand (\$50,000) Dollars for accidental death and dismemberment.

28.2: The Employer agrees to pay the full premium on a life insurance plan of Six Thousand (\$6,000) Dollars for each retiree of the City.

28.3: Sick and Accident Insurance: The Employer agrees to pay for an increased weekly benefit of Two Hundred (\$200) Dollars for a period of twenty-six (26) weeks for disability due to sickness or accident. This plan includes disabilities arising from pregnancy, childbirth, miscarriage or complications of pregnancy.

28.4: Weekly Disability Income benefits commence on the 1st day of disability due to an accident, or on the 8th day of disability due to sickness. Benefits are payable for a maximum of twenty-six (26) weeks. This plan includes disabilities arising from pregnancy, childbirth, miscarriage, or complications of pregnancy.

28.5: The Accidental Death and Dismemberment benefit provides for 24-hour coverage.

ARTICLE 29
VACATION

29.1: All Employees will receive the following vacation each year:

- A. One (1) but less than five (5) calendar years receive ten (10) working days;
- B. Five (5) but less than ten (10) calendar years receive fifteen (15) working days;

- C. Ten (10) but less than fifteen (15) calendar years receive twenty (20) working days; and
- D. Upon completion of fifteen (15) years seniority, one (1) additional day per year will be granted, beginning that year and each additional year of service thereafter, to a maximum of thirty (30) days.

29.2: Vacation time may not be carried forward from one calendar year to the next calendar year. Unused vacation hours not used by December 31st will be cashed out. Unused hours will be paid at 100% on the first pay period in February.

29.3: Holidays falling on workdays during approved vacation periods will not be used to compute number of days of vacation used.

29.4: For employees leaving the service of the 23rd District Court, any vacation earned during the calendar year shall be prorated on a monthly basis upon departure. Any employee who leaves before one (1) year is completed will receive no vacation time.

29.5: Any request for vacation time shall be submitted in writing to the Court Administrator no less than five (5) business days before the desired time off. Vacation time will be granted on the basis of seniority if more than one (1) person is asking for the same time off, subject to the following exception:

Employees whose request for vacation is approved ninety (90) or more days in advance of the date(s) requested shall not be subject to bumping resulting from vacation requests submitted by more senior employees.

Any use of twenty (20) or more consecutive vacation days shall be subject to the approval of the Court Administrator. Such approval shall not be unreasonably denied.

29.6: Vacation time will be credited at the beginning of each calendar year provided the employee has completed twelve (12) months of service.

29.7: New employees not having worked a full year on January 1st will be granted ten (10) days' vacation on their seniority date. The following year it will be credited on January 1st.

ARTICLE 30
ILLNESS AND FUNERAL BENEFITS

30.1: Employees hired before July 1, 1996 shall receive 120 hours of sick time on January 1st of each year. Employees hired on or after July 1, 1996 shall receive 96 hours of sick time on January 1st of each year, commencing ninety (90) days after employment. An annual sick accrual will be established for each member. Sick days may be carried over from year to year but shall not be cashed out on any basis. The employee's sick bank will be credited hours as defined above. Sick days taken will be deducted as hours from the employee's accrual balance. If an employee leaves employment for any reason prior to December 31st of that year, the sick accrual balance will be prorated based on the number of months worked at time of separation.

- A. Employees must furnish a doctor's statement to the Court Administrator when using three (3) consecutive eight (8) hour sick days; however, the employee has the option of using a personal leave days as described in Article 32, Section 1.
- B. Employees shall be permitted to charge sick time in increments of one (1) hour.

30.2: Members, upon request, shall be provided with a statement of their accumulated sick leave.

30.3: Upon member's separation, for any reason, a maximum of fifty percent (50%) of all unused time accumulated in the sick leave account shall be paid.

- A. All bargaining unit members that use three (3) days or less of sick leave throughout the calendar year shall earn, receive, and be credited for three (3) additional vacation days for use, in the successor calendar year.

30.4: Funeral Leave: An employee will be granted funeral leave up to five (5) work days without loss of pay for immediate members of the employee's family, which will include parents, step-parents, spouse, children, step-children, spouse's parents, grandparents, spouse's grandparents, spouse's siblings, sisters, brothers and grandchildren, children's parent, or member of the employee's household if the member of the household has resided with the employee for at least two (2) years. These days will

commence on the day of or the day after the death of the above family members, unless otherwise approved by the Court Administrator.

The Court Administrator shall grant two (2) additional days in the event the deceased is a husband, wife, father, mother, father-in-law, mother-in-law, child, or step-child. Said additional days may not result in more than five (5) total funeral work day allotment.

30.5 : A death in the employee's immediate family as defined in Article 30.4 occurring during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against funeral leave.

ARTICLE 31
PERSONAL DAYS AND UNION LEAVE

31.1 : Personal Days: Employees shall be granted five (5) personal leave days per year, which shall be subtracted from the employee's accumulated sick leave. Employees must have approval from the Court Administrator in order to use personal leave days.

31.2 : Union Leave: Two (2) days with pay per year shall be granted for one (1) person to be used for Union business. Selection of days by the employee shall be subject to approval by the Court Administrator.

ARTICLE 32
HOLIDAY PAY

32.1 : The 23rd District Court will follow the Court Holidays as set forth in Michigan Court Rule 8.110(D) (2) (a-b). The employees will have the following paid holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day (3rd Monday in February)
Good Friday (All Day)
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day (2nd Monday in October)
Veteran's Day
Thanksgiving Day

Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

32.2: If any employee works on a holiday they will receive either eight (8) hours' holiday pay plus double time for the first eight (8) hours worked and triple time for all hours worked in excess of either eight (8) hours.

32.3: Employees absent without prior approval on the day before a holiday or the day after a holiday will not be eligible to receive holiday pay unless a valid doctor's excuse has been submitted.

ARTICLE 33
TRAVEL EXPENSE

33.1: All work related travel expense shall be reimbursed at the current rate mandated by the District Control Funding Unit.

ARTICLE 34
PENSION

34.1: Defined Benefit Pension Plan: For those employees hired before July 1, 2002, the Employer shall furnish to each and every employee of the bargaining unit a Pension Plan provided for by Taylor City Council Resolution 7.832-89, adopted July 18, 1989, with an amendment to a Benefit Program B-3. Employee's contribution will be deducted pre-tax. (Benefit Program B-3: Benefit at retirement is based on 2.25% of the employee's final average compensation multiplied by years and months of credited service. The benefit shall not exceed 80% of the employee's final average compensation.)

Employee Pick-Up Contributions. There is hereby created an employer "pick-up" program whereby five (5%) percent of employee contributions to the Retirement System shall be paid by the District Control Funding Unit 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.

Member Contributions. Upon implementation, the District Control Funding Unit shall, solely for the purpose of compliance

with Section 414(h) of the Internal Revenue Code, pick up, for 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 District Control Funding Unit to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment. Member contributions picked up under the provisions of this Section shall be treated as District Control Funding Unit 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 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.

Defined Contribution Pension Plan: Employees hired after June 30, 2002, shall be eligible to participate in the Employer's Defined Contribution Pension Plan, with a five (5) year vesting term. Employees may make a maximum 4% pre-tax contribution. The employee will receive an employer match of 100% of the employee's contribution (pre-tax or after tax) up to 4% of the employee's wages subject to the vesting requirements set forth by the Plan.

ARTICLE 35
JURY DUTY

35.1: When an employee is required to serve for jury duty, she will turn in any jury pay and receive her full pay for each day she lost pay by serving on the jury.

ARTICLE 36
TUITION REIMBURSEMENT

36.1: The Employer will provide education assistance funds for Court related education to non-probationary employees. The assistance shall be in the form of a tuition/expense refund subject to the following restrictions:

- A. Maximum refund per calendar year: Seven-hundred fifty (\$750) dollars;
- B. Management must approve the course;
- C. Employee must successfully complete course. (If course is graded, employee must receive a grade of "C" or equivalent score or better).
- D. Availability of funds shall be a factor in approval of educational requests.

The parties agree that required textbooks shall become the property of the 23rd District Court to be utilized for reference and further classes when applicable.

Any employee who leaves the employment of the 23rd District Court within two (2) years from completion of a reimbursed educational program shall refund the cost of same to the 23rd District Court.

ARTICLE 37
DURATION

37.1: This Contract shall be effective on the date it is approved by the Taylor City Council, and shall remain in effect until June 30, 2027, and will remain in effect thereafter until a successor collective bargaining agreement is reached between the respective parties.

ARTICLE 38
PAYROLL

38.1: With reasonable notice to all members, the District Control Funding Unit shall have the right to convert to an every other week payday. Thursday will be considered payday. Payday may be moved to Friday if any holiday falls on Monday, Tuesday, Wednesday or Thursday. All employees shall participate in the District Control Funding Unit's paycheck direct deposit program.

ARTICLE 39
RECREATION CENTER MEMBERSHIP

39.1: Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of the 23rd District Court Employee's Association and their immediate household family members. Participation in limited

attendance activities shall be restricted to non-peak hours. Said membership shall end upon termination of the member's employment with the 23rd District Court.

ARTICLE 40
RESIDENCY BONUS

40.1: All members will receive a \$1,000.00 bonus if they are a resident of the City of Taylor on June 30, 2018 and each year thereafter. Payment shall be made in the second pay period of July of each year.

In order to qualify for the bonus, employee must live in a residence in the city limits. In addition, employee must consider the residence to be his/her primary residence. The employee shall annually provide the City with three (3) pieces of necessary documentation (i.e. driver's license, electric bill, gas bill) to show they are still living in the residence.

ARTICLE 41
MERIT-BASED BONUS

41.1: Employees will receive a written performance review annually, prior to September 1st, with a final employee rating. The final employee rating will dictate the monetary amount to be paid to the employee during the first pay period in September. The content and/or results of the employee performance review are not subject to the grievance process. Bonus amounts listed below and shall not be rolled into the employee hourly wage:

Rating #3 Exceeds Expectations= \$400.00
Rating #2 Meets Expectations= \$300.00
Rating #1 Does not Meet Expectations= 0 (zero)

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2024.

23RD DISTRICT COURT

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Victoria I. Shackelford
Chief Judge

Steven Sellers, Business Agent

23RD DISTRICT COURT EMPLOYEES
ASSOCIATION

....., President

....., Vice
President/Secretary

Appendix A
Wage Scale

CLERK	7/1/2024	2.5% 7/1/2025	2.5% 7/1/2026
start wage	\$17.50	\$17.94	\$18.39
1 yr step	\$18.20	\$18.66	\$19.12
2 yr step	\$18.93	\$19.40	\$19.89
3 yr step	\$19.69	\$20.18	\$20.68
4 yr step	\$20.47	\$20.98	\$21.51
5 yr step	\$21.29	\$21.82	\$22.37
6 yr step	\$22.14	\$22.70	\$23.26

CLERK 2	7/1/2024	2.5% 7/1/2025	2.5% 7/1/2026
years 7, 8, 9	24.09	24.69	25.31

CLERK 3	7/1/2024	2.5% 7/1/2025	2.5% 7/1/2026
Years 10+	\$25.39	\$26.02	\$26.68

CHIEF CLERK	7/1/2024	2.5% 7/1/2025	2.5% 7/1/2026
	\$28.00	\$28.10	\$29.42