

AGREEMENT BETWEEN
41-A JUDICIAL DISTRICT COURT FUNDING UNIT:
CHARTER TOWNSHIP OF SHELBY
AND
41-A JUDICIAL DISTRICT COURT EMPLOYEES
TECHNICAL, PROFESSIONAL AND OFFICER WORKERS
ASSOCIATION OF MICHIGAN

FOR THE TERM EXPIRING DECEMBER 31, 2025

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41-A DISTRICT COURT – SHELBY DIVISION

ARTICLE 1: AGREEMENT

This Agreement is entered into on the 25th day of February 2022 between the 41-A Judicial District Court hereinafter referred to as Employer, and the 41-A Judicial District Court Employee, Technical, Professional and Officer Workers Association of Michigan (hereinafter TPOAM) hereinafter referred to as the Union.

ARTICLE 2: PURPOSE OF INTENT

- 2.1 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.
- 2.2 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 3: RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of Collective Bargaining in respect to rates of pay, wages and all other conditions of employment for all Deputy Court Clerks.

ARTICLE 4: 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 5: UNION MEMBERSHIP/SERVICE FEE AUTHORIZATION FOR DEDUCTION (NON-EXEMPT EMPLOYEES)

- 5.1 Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives notice to the Employer and Union revoking such authorization.
- 5.2 The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article of the Agreement.
- 5.3 Deductions for any calendar month shall be remitted to the TPOAM and shall be sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to 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.
- 5.4 The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the

employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

- 5.5 If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.
- 5.6 The Employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deduction be made.

ARTICLE 6: REPRESENTATION

- 6.1 It is mutually recognized that the principle of proportionate representation is a sound and sensible basis for determining the number of Stewards. All Stewards will be selected from Employees from the Bargaining Unit.
- 6.2 Employees in the Bargaining Unit shall be represented by one (1) Steward and the Chapter Chairman. In the absence of a Steward, the Chapter Chairman may appoint an alternate Steward.
- 6.3 The Stewards during their working hours, without loss of time or pay and with notification to the Employer, may investigate reported grievances and the Steward and the Chapter Chairman may present said grievances to the Employer as herein defined.
- 6.4 For representational purposes, the Steward and Chapter Chairman will be retained on jobs during periods of layoff regardless of seniority in their own classification or if jobs are not operating in their own classification, in another classification which is operating which they are capable of performing.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 PRESENTING A GRIEVANCE

Should differences arise between the Employer and the Union during the terms of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

7.2 Step 1:

An Employee or Employees who have a grievance may discuss the complaint with the Court Administration and the Steward. Both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The Employee shall have the right to discuss the complaint with the Steward before any discussion with the Court Administration. The Court Administration shall make arrangements for the Employee to be off the job to discuss the complaint with the Steward. The Steward shall be allowed time off the job without loss of time or pay to investigate or process grievances that may arise under this Agreement. This privilege shall not be abused. An aggrieved Employee shall request permission from the Court Administration, and permission shall be granted for the Steward to be present.

7.3 Step 2:

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the Steward to Court Administration. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, identify the Employee or Employees involved by name, so far as diligent effort will allow, and the provisions if any that Union claims the Employer has violated. A meeting

between the Court Administration or their designated representatives involved for the Court, and the Steward and Chapter Chairman for the Union plus pertinent witnesses and grievant, if the Union so desires, shall take place within three (3) working days from the date such meeting is requested by the Union. The Union may include a representative of TPOAM. The Union representatives may meet at a place designated by Management on the Court's property immediately preceding a meeting with the representative of the Court. The Court Administration or their designated representatives shall give a written answer within ten (10) working days from the date of this meeting.

7.4 **Step 3:**

- A. If the dispute still remains unresolved after completion of the foregoing procedure and on the basis of the Court Administration's Answer, the Union may submit the grievance within sixty (60) days to the final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings.
- B. The Arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.
- C. Each party will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the Arbitrator.

ARTICLE 8: GRIEVANCE PROCEDURE – LIMITATIONS

- 8.1 Any grievance settlement shall be made in accordance with the terms and spirit of this Agreement.
- 8.2 Any grievance which is not filed in writing within ten (10) working days after the grievance arises, or knowledge of the grievance, shall not be considered a grievance.
- 8.3 The time elements in the second step can be shortened or extended by mutual agreement in writing at the time the agreement is reached.
- 8.4 Any grievance not appealed in writing within the time limits established in the grievance procedure shall be considered settled on the basis of the last answer.
- 8.5 The Union may withdraw any grievance at any time up to and including the second Step. However, the grievance once withdrawn may not be reinstated.
- 8.6 Any grievance not answered by the Employer within the time limits established in the grievance procedure shall automatically advance to the next step.
- 8.7 Any claim for back wages shall be limited to the amount of wages that the Employee would have received from the time of their removal from the payroll to the time of their reinstatement. Further, such claim shall be reduced by any wages the Employee may have received during that time from outside employment.
- 8.8 In the event of any error on the part of the Employer in computing an Employee's wage, it is agreed that adjustment shall be made from the date the error occurred.

ARTICLE 9: DISCHARGE OR SUSPENSION

- 9.1 Upon the discharge or suspension of any Employee, the Employer agrees to promptly notify the Steward of the discharge or suspension in writing.
- 9.2 The discharged or suspended Employee will be allowed to discuss the discharge or suspension with the Steward and the Employer will make available an area where the Employee may do so before such Employee is required to leave the property of the Employer. Upon request, the Employer will discuss the discharge or suspension with the Employee and the Steward.
- 9.3 Should the discharged or suspended Employee or Steward consider the discharge or suspension to be improper, a complaint shall be presented, in writing, through the Steward to the Court Administration or their designated representative within three (3) regularly scheduled working days of the discharge or suspension. The Court Administration or their designated representative will review the discharge or suspension and give a written answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure beginning with Step 3.
- 9.4 In imposing any discipline on a current charge, management will not take into account any prior infractions, other than suspensions, in the course of the Employee's employment with the District Court that occurred more than twenty four (24) months previously. In imposing any discipline on a current charge, management will not take into account any prior suspensions in the course of the Employee's employment with the District Court that occurred more than forty-eight (48) months previously.

ARTICLE 10: SPECIAL CONFERENCES

- 10.1 Special conferences may be arranged between the Chapter Chairman and Court Administration upon the mutual agreement of the parties. Such meeting shall be attended by no more than two (2) representatives of the Employer and two (2) representatives of the Union.
- 10.2 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.
- 10.3 Such conferences shall be held within seven (7) calendar days after the request is made. Conferences, where possible, shall be held between the hours of 8:30 a.m. and 4:30 p.m. The Members of the Union shall not lose pay for the time spent in Special Conference between the hours of 8:30 a.m. and 4:30 p.m. This meeting may be attended by representatives of TPOAM.
- 10.4 The Union representatives may meet at a place designated by the Employer on the Employer's property for not more than one (1) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- 10.5 Problems of health and safety shall be proper subject matter for discussion at Special Conferences.

ARTICLE 11: SENIORITY

- 11.1 New Employees hired into the Bargaining Unit shall be considered probationary Employees for the first six (6) months of their employment. Upon completion of their probationary period, the Employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire.
- 11.2 The Union shall represent probationary Employees for the purpose of Collective Bargaining in respect to rates of pay, wages, and other conditions of employment, except discharge, disciplined, dismissed or laid off probationary Employees for other than Union activity.
- 11.3 Should a substitute be hired to replace Employees on sick leave or leave of absence or during vacation periods, there shall be no seniority while working on a substitute basis.
- 11.4 An Employee shall lose seniority under the following circumstances:
- A. Upon resignation.
 - B. Upon being discharged and such discharge is not reversed through the grievance procedure.
 - C. Absence for three (3) consecutive working days or failure to return to work within three (3) consecutive working days of the expiration of any type of leave of absence without notifying the Employer. However, serious extenuating circumstances will be considered for lack of notification within three (3) days.
 - D. Failure to return to work within three (3) working days after being recalled from a layoff as set forth in the recall procedure.

- E. Upon being laid off for a continuous period equal to the length of seniority or of six (6) months whichever is greater as set forth in the recall procedure.
- 11.5 The Employer will furnish the Union an up-to-date list at least every six (6) months. Such list shall include the names of all Bargaining Unit Employees, their job classifications and seniority dates.

ARTICLE 12: LAYOFF AND RECALL

- 12.1 Reductions in the work force due to a decrease of work load or a decrease of operational funds shall be affected through the following procedure:
- A. All student, part-time and co-op personnel.
 - B. Probationary Employees.
 - C. The number of Employees with the least seniority shall be laid off next.
 - D. Employees being laid off shall be given at least seven (7) calendar days notice of layoff. The Employer shall furnish a copy of such notice to the Union forthwith.
 - E. Employees who are laid off in accordance with the above procedure shall have their names listed in the order of seniority and will be recalled when an increase in the work force occurs. Before new Employees are hired, the Employees with the most seniority will be recalled first and on down the list as openings are available.

- F. Notice of recall shall be sent by certified mail to those on the list at their last known address. It shall be the Employee's responsibility to notify the Employer of any change of address.
 - G. Should a person fail to report to work within three (3) working days after notice is delivered and fail to give a satisfactory explanation for not reporting, the Employee will be considered as having voluntarily resigned.
- 12.2 Recall rights for an Employee shall expire if the Employee is laid off for a continuous period equal to the Employee's length of seniority, or six (6) months, whichever is greater.

ARTICLE 13: WORKING HOURS AND OVERTIME

13.1 WORKING HOURS:

The standard workweek for full time Employees shall be thirty-seven and one half (37½) hours Monday through Friday and the standard workday shall be 8:00 a.m. to 4:30 p.m.

- A. The one hour lunch for employees may be taken commencing 11:00 a.m. and must be completed by 1:30 p.m. Selection of a lunch hour shall be mutually agreed on within each Division. Otherwise, shall be based on seniority if unable to mutually agree.
- 13.2 Any Employee who must work beyond 4:30 p.m. shall do so upon approval of the Court Administration and shall be paid overtime payable in fifteen (15) minute increments.

13.3 **OVERTIME:**

All work performed in excess of the standard work day as defined above in a twenty-four (24) hour period shall be compensated at one and one half (1 ½) times the normal rate, not to be pyramided.

13.4 All work performed on a Saturday shall be compensated at one and one half (1 ½) times the normal rate and all work performed on a Sunday shall be compensated at two (2) times the normal rate.

13.5 If an Employee reports for work as scheduled and is sent home, they shall be guaranteed a minimum of four (4) hours pay at their normal rate.

13.6 If an Employee is called into work because of an emergency, they will receive a minimum of two (2) hours pay at the overtime rate.

13.7 Routine overtime will be on a rotation basis according to seniority and will be equalized among all Employees in the Bargaining Unit, it being understood that the Employees must be capable of performing the work involved in the overtime. A "NO" answer constitutes a turn and hours refused will be counted as hours worked in equalizing overtime.

ARTICLE 14: LEAVE OF ABSENCE

14.1 **ELIGIBILITY REQUIREMENTS:**

Employees shall be eligible for leaves of absence after their probationary period is complete.

14.2 **APPLICATION FOR LEAVE:**

Any request for a leave of absence shall be submitted, in writing, by the Employee to the Court Administrator. The request shall state the reason for the leave of absence and the length of time of same. Any request for a leave of absence shall be answered within ten (10) working days.

14.3 **FMLA – UNPAID LEAVES – PERSONAL LEAVES:**

The Employer will grant or declare up to twelve (12) weeks (or, in the case of leave to care for a family member who has suffered a serious injury or illness in connection with applicable military service, 26 weeks) of unpaid family and medical leave during any 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and its applicable rules and regulations.

An employee's FMLA leave shall run concurrently with an employee's accrued or unused paid vacation, personal or sick leave. The accrued paid leave time generally will be taken in the following order: (1) sick leave, (2), vacation, and (3) personal days. Seniority will continue to accrue when an employee is on FMLA leave.

14.4 **UNION BUSINESS:**

Employees elected or appointed to a Union position, or selected or appointed to attend Union functions or perform services for the Union, will be granted a leave of absence without pay, but without a loss of fringe benefits and accrual of seniority for the period specified in the Union's written request for the Employee's service. The Employer will be reimbursed for fringe benefit costs on leaves lasting more than two (2) months. It is understood that the Employer will not be required

to grant a leave of absence under this provision of the Agreement if it causes an undue hardship upon the efficient operation of the Court. The Employer may hire a Temporary Employee to replace the Employee granted the leave of absence. At the termination of the leave, the Employee will have the right to return to the position the Employee was assigned to when the leave was granted.

14.5 If an Employee, who can perform the work, has been on leave of absence, the Employee will have the right to return to the position the Employee was assigned to when the leave was granted.

14.6 The Employee who is on a leave of absence without pay will not receive pay for the holidays falling within the leave of absence, nor will the Employee accrue any vacation, personal or sick leave time.

14.7 Health and Life Insurance will be maintained and premiums paid by the Employer for an Employee under Section 14.3 (Personal Leave) for the month and the month following in which the Employee's leave commences.

14.8 If it is not possible to assign work to an Employee immediately upon return from personal leave, the Employee will be granted an extended leave to be worked out by the Employer while a concerted effort is made to find employment for the Employee.

14.9 **LEAVE OF ABSENCE WITH PAY – COURT SERVICE LEAVE:**

Upon submission of a document to appear in any State or Federal Court as a witness or for jury duty, the Employee shall be paid the normal rate of pay they would have received for working a normal workweek. (Any and all monies the Employees receive as compensation from any governmental agency or attorney

shall be turned over to the Employer). The Employee shall report back to work as soon as their court duty is finished, even if only part of the day remained.

ARTICLE 15: VACANCIES

15.1 All vacancies shall be posted within five (5) working days after a vacancy occurs.

Said vacancy shall be posted in the work area on the Union bulletin board and shall be filled within five (5) working days after the closing of the posting either by the transfer procedure, promotional procedure, or new hire and upon the availability of a replacement.

15.2 The posted notice shall set forth the job title and rate of pay.

ARTICLE 16: NEW CLASSIFICATIONS

16.1 When a new classification is established by the Employer, the parties shall meet in accordance with the special conference procedure specified in Article 10 to determine whether or not the classification should be included or excluded from the Bargaining Unit. If the parties cannot agree, the question shall be submitted to the Michigan Employment Relations Commission for determination.

16.2 If the new classification is determined to be in the Bargaining Unit, the parties will negotiate a suitable wage for the particular job and to establish the rate at an appropriate place in the wage structure prior to posting the vacancy.

ARTICLE 17: ON THE JOB INJURY

17.1 The provisions of the Worker's Compensation Laws of the State of Michigan shall apply in claims of accidents or injuries to any and all Employees in the performance of their regular assigned duties.

- 17.2 An employee eligible for and receiving weekly Workers' Compensation income shall also receive supplemental income from the Employer in an amount necessary to assure the employee his regular thirty-seven and one-half (37.5) hour weekly income. These payments shall not exceed six (6) months.

ARTICLE 18: GENERAL PROVISIONS

18.1 PLEDGE AGAINST DISCRIMINATION AND COERCION:

The provisions of this Agreement shall be equally applied to all Employees in the Bargaining Unit without discrimination. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, qualified handicapped persons, height and weight as per Public Act #453 of 1976, or political affiliation.

The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

- 18.2 The Employer agrees not to interfere with the rights of Employees becoming Members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer Representative against any Employee because of Union membership or because of any Employee's activity in an official capacity on behalf of the Union or for any other cause.

18.3 UNION BULLETIN BOARDS:

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area, which may be used by the Union.

- 18.4 The Union shall limit its posting of notices and bulletins to such bulletin board. Nothing of a political, libelous, or derogatory nature shall be posted on such bulletin boards.

18.5 **BARGAINING UNIT WORK:**

All work within the Bargaining Unit will be performed by Bargaining Unit Employees unless there is an emergency.

18.6 The term “Employees” referred to in this Agreement shall be those Employees covered by this Agreement.

ARTICLE 19: VISITS BY UNION REPRESENTATIVES

The Employer agrees that accredited representatives of TPOAM, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business for a reasonable length of time, provided their visit does not interfere with the Employees’ work requirements.

ARTICLE 20: NEGOTIATION MEETINGS

20.1 With respect to negotiation meetings between the Employer and the Union, the parties hereby endorse the principle that effective and orderly negotiations are most likely to occur when the negotiation teams for both sides are substantially even in terms of number Members.

20.2 Accordingly, the parties agree that in future negotiations each the Employer’s team or the Union’s team will be no less than three (3) in number or can be equal in number to one another. The Employer agrees that if the Union’s bargaining team does not exceed the number indicated, negotiations will be conducted during usual work hours on the Employer’s premises without loss of pay to the Union’s negotiators.

ARTICLE 21: HOLIDAYS

21.1 On the following named holidays, Employees shall be allowed to be absent from work with pay except as hereafter provided:

New Year's Day	Labor Day
New Year's Eve Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

On the following named holidays, Employees shall not receive holiday pay but will either elect to take a vacation day, personal time, or take the day off without pay, without adjustment or pro-ration of benefits:

Good Friday
Labor Day (Effective 1/1/23, Labor Day shall return as a paid holiday.)

21.2 The Court shall be open for one (1) day between December 26th and December 30th of each year. The Employees shall be paid for two (2) of those days. The Court Administrator and the Union shall meet prior to December to determine what day the Court will be open.

21.3 It is agreed that leave time used between Christmas Eve and New Year's Eve Day by a Member of the Bargaining Unit the first year cannot be used by the same Member the following year unless agreed to by the members of each prospective division.

21.4 When a holiday falls on a Saturday, Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday.

21.5 If work is necessary on the above holidays, double time shall be paid plus the regular day's pay.

- 21.6 An Employee must work on the regularly scheduled service day before and after a holiday to qualify for holiday pay unless the Employee is on vacation or absent with permission of the Court Administration. To use unapproved emergency personal leave time on the regularly scheduled service day before or after a holiday, an Employee must work a minimum of six and one-half (6-1/2) hours on the regularly scheduled service day before and after a holiday to qualify for holiday pay.
- 21.7 If a holiday is observed during an Employee's vacation period, the Employee shall receive an additional day off with pay.
- 21.8 Employees called in for work on a holiday shall be guaranteed a minimum of four (4) hours pay at the premium rate.
- 21.9 All Employees shall work at their regular rate of pay on all statutorily prescribed Court holidays unless the same correspond with the specific holidays previously enumerated herein.
- 21.10 If, on a regularly scheduled work day, the Court is ordered closed by the Michigan State Supreme Court or the Presiding Judges for other holidays enumerated in Article 21, and the Employees are told not to report to work, or directed to leave work early, then those Employees shall be paid their regular rate of pay and such time shall not be deducted from any existing leave time.

ARTICLE 22: VACATIONS

- 22.1 All full time Court Employees who work a regularly scheduled work week shall be entitled to annual leave with pay. Vacation time shall be earned on a yearly basis as of the anniversary date and the rate of annual leave earned is as follows:
- 22.2 All Employees who have one (1) year of service are entitled to ten (10) days paid vacation.
- 22.3 All Employees with three (3) years of service shall be entitled to one (1) additional day of vacation.
- 22.4 All Employees with four (4) years of service shall be entitled to fourteen (14) days of vacation.
- 22.5 All Employees with five (5) years of service shall be entitled to fifteen (15) days of vacation.
- 22.6 Thereafter, Employees will receive one (1) additional day of vacation for each additional year of service not to exceed a total of thirty (30) days of vacation.
- 22.7 Employees may take vacations anytime of the year and shall be entitled to choose either a split vacation or take their entire vacation at one time, provided that the time chosen is agreeable to the Employer. Seniority shall be the prevailing factor in determining conflicting requests in accordance with the following procedure.
- A. On the first work day in July 2016, and every year thereafter, Court Administration will provide an annual vacation selection form and distribute it to the Union membership. All bargaining unit employees may make application to Court Administration for vacation time off requests, in writing and by order of bargaining unit seniority for the successor calendar year. The annual vacation selection form shall be returned to Court

Administration by July 31st each year. Court Administration shall respond to the Employees annual vacation request(s), in writing, by August 15th of each year.

- B. Upon Court Administration approval of the annual vacation selection, all bargaining unit employees may request additional vacation time off, going forward, on a first come – first serve basis by submitting their requests in writing to Court Administration. Court Administration shall respond to all requests in writing within three (3) working days.
- C. All Employer-approved vacation time off will not be cancelled or changed without the mutual consent of the Employer and the Employee. An Employee with approved vacation time off will not be called back to work from vacation for regular or overtime work including emergencies.
- D. An Employee will be considered on vacation from the end of the shift on the last regular day worked until the Employee reports for work on the first regular work day following vacation.

22.8 Employees shall be allowed to accumulate up to thirty (30) days vacation leave. There shall be no accumulation in excess of thirty (30) days unless, due to the work of the Court, the Court Administration may request an Employee to work in lieu of vacation time, in which case an Employee may receive their regular pay for vacation days so used. Any exception to the maximum accumulation must be approved by the Court Administration. For vacation purposes only, the beginning and end of each year shall be as of the anniversary date of the Employee.

- 22.9 All vacation periods will be paid under the same provisions and in the same manner as though the Employee had worked a normal workweek.
- 22.10 Once each year, an Employee may cash in vacation days to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed in must not exceed fifty (50%) percent of earned vacation time.
- 22.11 All bargaining unit members shall be paid for one hundred percent (100%) of all their accrued vacation

ARTICLE 23: INSURANCE

23.1 MEDICAL

- A. Effective January 1, 2014 or as soon thereafter as is practicable, the medical insurance plans available for members of this bargaining unit, their spouses and dependent children shall be one of the follow: BCBS Simply Blue Medical Coverage Plan 3, with a \$2,000/\$4,000 annual individual/family in-network deductible. The prescription drug plans under this Plan shall be a two-tier closed formulary co-pay plan established as follows: \$10 co-pay for generic scripts; \$40 co-pay for formulary brand scripts, with MOPD 2X and contraceptive coverage included. This benefit is not payable until an employee has reached the applicable Simply Blue Plan 3 annual deductible.
- B. Alternatively, members of the bargaining unit may choose the medical insurance plan designated Simply Blue PPO HSA LG Plan 6350 with a

\$6,350/\$12,700 annual individual/family in-network deductible. The prescriptions drug plans under this Plan is attached hereto as Appendix C.

- C. The prescription coverage under BCBS under the BCBS Simply Blue Medical Coverage Plan 3 and the Simply Blue PPO HSA LG Place 6350 will be provided through BCBS. However, the Township reserves the right to switch to a self-funded program and/or utilize other prescription benefit managers pursuant to Article 23.4, below.
- D. Plans and Benefits shall conform with applicable laws, including Patient Protection and Affordable Care Act (“PPACA”) and Public Act 152 of 2011, as amended, MCL 15.561 *et seq.*

23.2 Effective January 1, 2011 or as soon thereafter as the Township institutes the high deductible plan in Paragraph A above, the Township will establish a Health Savings Account (HSA) for members of this bargaining unit who participate in BCBS Simply Blue Plan 3 only. The Township shall contribute \$1,000 to an employee’s Health Savings Account for single plans beginning in the first plan year (funded on a single annual payment basis effective January 1, 2014 and each successive year while the employee is currently employed) and \$2,000 per year for family plans (funded on a single annual payment basis effective January 1, 2014 and each successive year while the employee is currently employed).

Employees who enter the bargaining unit after the date of the annual contribution by the Township shall receive the applicable Township contribution pro-rated to the number of days remaining in that calendar year when coverage first takes

effect. An HSA with annual Township contributions in the aforementioned amounts shall also be provided to all pre-Medicare retirees who retire and are eligible to participate in the BCBS Simply Blue Plan 3. Once deposited, the Township's contributions to an HSA belong exclusively to the HSA account holder.

The HSA shall be established within the meaning of the Medicare Prescription Drug Improvement and Modernization Act of 2003 and details of the Health Savings Account will be outlined in a Plan Document developed in accordance with the laws governing HSAs.

23.3 Conditional Opt-Out Program. An Employee who is provided with medical insurance coverage through a source other than the Employer may choose to decline the medical, dental and vision insurance coverage provided for the Employee and his/her family. In lieu of the Employer-paid medical insurance, the annual sum of Two Thousand (\$2,000.00) Dollars shall be paid by the Employer into the Employee's Deferred Compensation Account through bi-weekly contributions. No employee may elect not to be covered by the Township-provided health care coverage unless:

- (1) The Employee certifies that he/she and all members of the employee's tax family ("tax family" means the Employee and all other persons whom Employee claims a personal exemption on his or her federal income tax return) has minimum essential group health coverage and are not receiving

and will not receive individual coverage from any sources. An Employee shall not be eligible for the conditional waiver program, if the Employee, or any member of Employee's tax family purchases individual coverage, whether or not purchased on the Marketplace/Exchange during the plan year. To be eligible for the conditional waiver program, the Employee and all members of the Employee's tax family must receive minimum essential group health plan coverage during the plan year.

- (2) The Employee signs a waiver during the open enrollment period by December 1 each year indicating that he/she does not wish coverage until the Employer's next open enrollment period.
- (3) The Employee will either (1) prove to Employer that he or she and his or her Tax Family are not receiving individual coverage from any source, or (2) sign an Attestation of Group Coverage, which the Employer will draft. In the Attestation of Group Coverage, the Employee will certify that the Employee and members of his or her Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.
- (4) Following compliance with (1), (2), and (3) above, the Employer will make opt out payments once coverage terminates through bi-weekly contributions into the Employee's Deferred Compensation Account.
- (5) Employees will be able to re-enroll in the Employer's medical plan during Open Enrollment or for a qualifying event within 30 days of the event. Re-

enrollment shall occur as soon as allowable under the applicable insurance policy plan. Opt out payments to the Employee's deferred compensation account shall be prorated for any time in which the Employee was covered under the Employer's medical plan. Employees who re-enroll shall cease to receive opt out payments once coverage resumes.

23.4 The Employer shall have the right to modify insurance carriers or third party administrators for prescription drug coverage as long as coverage, including co-pays, deductibles and participating providers remain substantially equivalent. The Employer may change without prior negotiations the insurance carrier for short and/or long term disability insurance and life insurance. The terms of the coverage and all eligibility requirements will be as stated by the insurance carrier in the policy which is then in effect. In the event that a majority of the Employees of the Township and the Court agree to change the medical coverage under this Article, the Employer may change to such alternative plan coverage.

23.5 For employees hired on or before October 31, 2010, upon retirement in accordance with this Section, a retiree, his/her spouse and dependents at time of retirement, and the surviving spouse of a retiree and their dependent children shall be covered by hospitalization, prescription drug, vision and dental plans equal to those provided for regular Employees in this bargaining unit. A retiree shall apply for Medicare when he/she becomes eligible. When a retiree becomes Medicare eligible the Township shall provide Blue Cross Blue Shield Supplemental 2+1 coverage or comparable Medicare supplement or Medicare

Advantage plan. Retirees participating in the BCBS Simply Blue Plan 3 medical coverage who are not eligible for Medicare will continue to receive the annual HSA contribution payments received by employees prior to Medicare eligibility. Full-time Employees having a minimum of fifteen (15) years of continuous full-time service with the Township and having attained an age of fifty-five (55) or above, which, when combined with the number of years of service, is equal to or greater than seventy-five (75), may elect to retire with medical benefits as provided under this Article.

This provision shall not impact the retirement eligibility of employees who are already eligible to retire as of the date of execution of this Agreement and those employees who will become eligible to retire prior to December 31, 2012 under the retirement eligibility provisions contained in the parties' Agreement which expired on December 31, 2009. Such employees will remain eligible for retirement subject to the following language: A retired Employee is defined for the purpose of this Article as one who has reached the age of fifty-five (55) and has a minimum of ten (10) years of employment with the Court or who has twenty-five (25) years of employment and has reached the age of fifty (50). Health benefits are to be paid by the retiree up to age fifty-five (55) and can be purchased through the Township at the Townships rates or the retiree can purchase their own insurance. Employer-provided fully paid health benefits shall begin at age fifty-five (55).

23.6 Employees hired on or after November 1, 2010 will not receive medical, prescription drug, vision or dental coverage from the Township upon retirement.

23.7 Health care benefits as outlined in Article 23 will be fully paid by the Employer for the surviving spouse of an active or retired Employee and dependent children.

23.8 Employees who select an insurance plan different from their plan may return to their original plan during the open enrollment period.

23.9 The Township will continue its current PA 152 calculation methodology.

23.10 DENTAL INSURANCE

The Employer will provide at no cost to the Employee dental coverage, with regional accessibility, which is equivalent to or better than the existing benefit plan coverage. (See policy for details.)

23.11 VISION CARE INSURANCE

The Employer will provide at no cost to the Employee vision care insurance through Blue Cross/Blue Shield. (See policy for details.)

23.12 LIFE INSURANCE

A. The Employer will provide a life insurance policy equal to one and one half (1½) times an Employee's base salary rounded to the nearest Five Thousand (\$5,000.00) Dollars to be fully paid by the Employer.

B. The Employer will provide a Seven Thousand Five Hundred (\$7,500.00) Dollar term life insurance policy for persons retiring on or after July 1, 1983.

23.13 All bargaining unit members shall be paid for one-hundred percent (100%) of all of their accrued vacation time upon retirement, termination, or separation from employment.

ARTICLE 24: SICK LEAVE

24.1 Short Term Sick Leave:

- A. Sick leave days will be earned at the rate of one (1) day per month for a total of twelve (12) sick days per year.
- B. Current Employees who have previously been given a one-time grant of twenty (20) sick days will reimburse such grant to the Township at the end of sixty (60) months. Employees, who do not have enough time in their sick bank to make the repayment stated above, shall have the days deducted from their accumulated vacation time. If there is not enough time available in the vacation bank at that time, the required number of days shall be deducted from their next vacation allocation.

Employees hired after October 31, 2010 will be given a one-time grant of ten (10) sick days which will be reimbursed to the Township at the end of thirty (30) months. Employees, who do not have enough time in their sick bank to make the repayment stated above, shall have the days deducted from their accumulated vacation time. If there is not enough time available in the vacation bank at that time, the required number of days shall be deducted from their next vacation allocation.
- C. The unused portion of the above total of twelve (12) earned sick days, and the one (1) time only grant may be carried over to subsequent years. At the first pay period in December, an Employee shall be paid sick days in

excess of thirty (30) days at ninety (90%) percent of his daily rate of pay, but not until the initial grant has been reimbursed.

- D. Sick leave shall be allowed in cases of actual illness or injury or exposure to contagious disease endangering others or for illness or injury to the Employee and his/her immediate family, which necessitates the Employee's absence from work. Immediate family shall include the Employee's spouse, children, parents or foster parents, parents-in-law, brother or sister, and any persons for whose financial or physical care he/she is responsible. The Court Administration may require that the Employee provide substantiation as to the need of the Employee utilizing sick leave for such individuals or when an Employee demonstrates a pattern of multiple sick time occurrences used adjacent to a holiday or vacation leave; said leave not to exceed three (3) days without the approval and substantiation, as required above, by the Court Administration.
- E. Sick leave may be utilized by an Employee for appointments with a doctor or dentist.
- F. Any utilization of sick leave allowance by an Employee must be reported to the Court Administration as soon as possible. Any sick time must be in a minimum of one quarter (1/4) hour and must be approved by the Court Administration.

- G. The Employer may, at its discretion, require each Employee desiring sick leave benefits in excess of three (3) days to file with the Court Administration one or both of the following:
 - 1. A physician's statement indicating the ability of the Employee to perform essential job functions.
 - 2. A sworn affidavit that the claim for absence for any of the reasons stated is bona fide, as well as other relevant information pertaining to the Employee's situation.
- H. Employees who terminate their employment for any reason other than retirement shall be paid ninety (90%) percent of all accumulated sick leave days in excess of thirty (30), provided the one time grant of sick leave days has been repaid.

24.2 **Short Term Disability Provision:**

- A. An Employee qualifies for Short Term Disability as follows:
 - 1. An Employee must qualify for this Section by sustaining a period of twenty (20) consecutive lost work days or two (2) or more continued illnesses lasting for a minimum of ten (10) consecutive work days totaling twenty (20) lost work days. An Employee shall apply for extended sick leave for the 21st lost workday through the point at which Long Term Disability Coverage begins. When Employees expect that their absences due to illness or injury will exceed twenty (20) consecutive work days, then they must apply for short-term disability at the time of the illness or injury.

2. Effective on 01/01/2023, for the 21st lost work day through the 180th consecutive day of illness or injury the Employee shall receive seventy-five percent 75% of his/her wages, have health insurance and life insurance premiums paid by the Employer, and shall accumulate all benefits except vacation days.
3. The Short Term Disability provision herein is to be used as a bridge to Long Term Disability. These Short Term Disability days shall not be accumulated.
4. Short Term Disability herein may be used for any illnesses, injury or disability to the Employee with proper substantiation as indicated.
5. In the event that the Section herein is funded by a Short Term Disability Insurance Policy as opposed to being self funded by the Employer, and there is a dispute by the insurance company as to payment of wages, the Employer shall provide benefits as stipulated hereunder until the dispute is resolved. Thereafter, any proceeds received from the insurance company in payment of past owed benefits will be turned over to the Employer.

24.3 **Long Term Disability:**

- A. A Long Term Disability Insurance Plan will be utilized for all Bargaining Unit Employees consistent with that established on November 26, 1985.
- B. After exhausting all paid time off, an Employee must resort to the Leave of Absence provisions pursuant to Article 14 to maintain continuity of seniority.

C. Health and Life Insurance will be paid for an Employee and family on Long Term Disability for a period not to exceed twenty-four (24) months.

24.4 Employees that retire shall be paid one hundred (100%) percent of all accumulated sick leave days.

ARTICLE 25: BEREAVEMENT LEAVE

25.1 An Employee shall be allowed four (4) consecutive working days off without loss of regular pay upon the death of any member of their family as follows: wife, husband, son, daughter, mother, father, brother, sister, mothers and fathers-in-law, sisters and brothers-in-law, grandparents, grandchildren, step parents and step children.

25.2 Sick days granted pursuant to Article 24 may be utilized by an Employee for bereavement as to a close friend or relative with approval of the Employer.

ARTICLE 26: PERSONAL LEAVE

26.1 Each employee will be credited with one (1) personal day on January 1, and one (1) additional day on the 1st day of April, July and October to be used without loss of pay before the end of the year.

26.2 Employees must have personal leave time preapproved except when taken for emergency purposes. In the event of an emergency, the employee must notify and speak to Court Administration prior to the requested personal leave time off or at the earliest possible time.

- 26.3 Personal day accumulation shall at no time exceed seven (7) days. Employees with seven (7) days accumulated personal time will cease to accumulate additional time. Exceptions to this provision may be approved, by obtaining the consent of both the Employees Department Head and the Human Resource Director.
- 26.4 No more than two (2) personal days may be taken in any one month except at the discretion of the Department Head.
- 26.5 Personal days may be used in one quarter (1/4) hour increments.

ARTICLE 27: LONGEVITY

- 27.1 Employees shall receive the following longevity benefits based upon wage, not to exceed Forty Thousand (\$40,000.00) Dollars:
- A. Two (2%) percent after five (5) years
 - B. Three (3%) percent after seven (7) years
 - C. Four (4%) percent after ten (10) years
 - D. Five (5%) percent after twelve (12) years
 - E. Six (6%) percent after fifteen (15) years
 - F. Eight (8%) percent after twenty (20) years
 - G. Ten (10%) percent after twenty-five (25) years
- 27.2 Longevity pay shall be paid in a single lump payment on the first pay period in January, which the Employee's anniversary date occurs, based upon the Employee's anniversary date in the year of the payment. Any longevity payments which accrued prior to this Contract, but which were required to be paid during the

term of the Contract, shall also be paid in accordance with the terms of the previous Agreement. Payments shall be made not to exceed the base pay of Forty Thousand (\$40,000.00) Dollars.

27.3 Employees hired on or after January 1, 2018 shall not receive longevity. Effective upon mutual ratification of the Agreement, the Employer and the Union agree that neither shall seek, through negotiations, arbitration or court or administrative action, to modify ARTICLE 27. LONGEVITY set forth herein until no employees who were hired on or before January 1, 2018 remain employed with the Employer.

ARTICLE 28: CONFERENCES AND WORKSHOPS

28.1 The Employer may provide the opportunity for Employees to attend conference and workshops that are related to the operation of the Courts.

28.2 Appropriate expenses will be paid by the Employer.

ARTICLE 29: RETIREMENT SAVINGS PLAN

All Members of the bargaining unit shall participate in the Township Defined Contribution Pension Plan. Contributions shall be made to the plan as follows:

A. Employees shall contribute five (5%) percent of their base wage via payroll deduction to the Pension Plan.

B. The 41A Court/Township shall contribute an amount equal to ten (10%) percent of the employee's base wage to the Pension Plan. Employees who have not already vested in these contributions at the time this 2021-2025 Agreement is ratified by the Township Board of Trustees shall have vested

rights to these contributions once they have completed a minimum of Twenty (20) months of continuous service.

ARTICLE 30: WAGES AND CLASSIFICATIONS

30.1 Classifications:

There shall be one job classification for the bargaining unit: Deputy Court Clerk. Refer to the Employee Handbook for the detailed job description. Effective January 1, 2018, the former classifications of Deputy Court Clerk I and Deputy Court Clerk II are combined into one classification (Deputy Court Clerk) with the appropriate step placement shown on Appendix A and Appendix B.

30.2 An Employee shall be entitled to the rate of pay that follows, depending upon the step for which such Employee is qualified in the classification in which such Employee is working as herein provided.

30.3 An Employee shall be entitled to progress from one step to the next higher wage each six (6) months upon receiving the affirmative recommendation of the Employer. Upon exhaustion of FMLA leave under Article 14.3, an Employee on short term disability under Article 24.2 or long term disability under Article 24.3 shall not progress from step to the next higher wage until he or she returns to work. Initial placement of the Employee within the wage schedule shall be determined by the Employer.

30.4 Effective upon January 1, 2022, the wage schedule for the bargaining unit in effect on December 31, 2021, shall be increased by one and one-half percent (1.5%), employees will be paid a \$500 lump sum payment, and the Independence Day Holiday will return to a paid holiday.

Effective upon January 1, 2023, the wage schedule for the bargaining unit in effect on December 31, 2022, shall be increased by one and three-quarters percent (1.75%) and the Labor Day Holiday will return to a paid holiday.

Effective upon January 1, 2024, the wage schedule for the bargaining unit in effect on December 31, 2023, shall be increased by two and one-quarter percent (2.25%).

Effective upon January 1, 2025, the wage schedule for the bargaining unit in effect on December 31, 2024, shall be increased by two and one-quarter percent (2.25%).

The wage schedule for Bargaining Unit Employees from the date of ratification of the Agreement by the parties through December 31, 2025 shall be found in Appendix A and Appendix B.

Employees hired after October 31, 2010 shall receive wages which are ten percent (10%) less than those contained in Appendix A. See Appendix B, wage scale for employees hired after October 31, 2010.

30.5 An Employee who works out of his or her classification and performs bookkeeping functions due to the Deputy Court Clerk Administrator's absence shall be entitled to \$20.00 per diem.

ARTICLE 31: SAVINGS CLAUSE

Should any part thereof or any provision herein contained or rendered or declared invalid by reason of existing or subsequent enacted legislation, or by a decree of a court of competent jurisdiction, such parts or portions of this Agreement which are invalidated as aforesaid shall be subject to immediate negotiation and shall not have any effect upon the remainder of the Agreement.

ARTICLE 32: STRIKE PROHIBITION

The Union agrees that during the term of this Agreement that it or the Employees shall not authorize, sanction, condone, engage in, or acquiesce in any strike as defined in the Michigan Law.

ARTICLE 33: MANAGEMENT RIGHTS

33.1 The Court Administration retains all rights, powers, and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Court Administration or as set forth in any manner whatsoever, or powers which

heretofore have been properly exercised by it, shall remain in full force and effect, unless and until changed by the Court Administration. Any additions thereto, subtractions therefrom or revisions thereof may be made by the Court Administration. Not by way of limitation, but by way of addition, the Court Administration reserves unto itself all rights, powers, and privileges inherent in it or conferred upon it from any source whatsoever; provided, however, the foregoing shall be limited only by provisions and the Law of Michigan. Rights reserved exclusively herein by the Court Administration which shall be exercised exclusively by the Court Administration without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the Court's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts, hours of work, starting time and scheduling of all of the foregoing and the rights to establish, modify, or change any work or business hour days.
- C. The right to direct the work forces, including the right to hire, promote, lay-off and transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to suspend and discharge Employees for just cause.

- D. Determine the services, and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
- E. Adopt rules and regulations, such rules being incorporated in this Agreement and provide reasonable penalties for violation thereof.
- F. To determine the location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine the placement of operations, production, services, maintenance or distribution of work and the source of materials and supplies.
- H. Determine the financial policies, including all accounting procedures, and matters pertaining to public relations.
- I. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Employer shall not abridge any rights of Employees as provided for in this Agreement or rights as a citizen under state and/or federal law.
- J. Determine the policies and the selection, testing, or training of Employees providing such selection shall be based upon lawful criteria.
- K. Further, that this Section is not to be construed to supersede any other Section(s) of this Contract.

ARTICLE 34: MISCELLANEOUS

- 34.1 Should any economic or non-economic provision that was negotiated and agreed upon in good faith by both the Employer and the Union be inadvertently omitted from the ratified Contract, then that provision shall be added to the existing Contract in writing by the Employer and representatives of the Union.
- 34.2 In the event of any error on the part of the Employer in computing an Employee's wage, it is agreed that adjustment shall be made from the date the error occurred.
- 34.3 The parties agree that the Court may employ one (1) full time student working a maximum of forty (40) hours per pay period.
- 34.4 The parties agree that the Court may employ part-time clerks working a combined total number of hours not to exceed one hundred and seventy-five (175) hours per pay period. Part-time employees shall not be utilized to erode the bargaining unit.
- 34.5 Individuals employed under Sections 34.3 and 34.4 are not Members of the Bargaining Unit.

ARTICLE 35: DEFERRED COMPENSATION

The Township will provide at least one Deferred Compensation Plan.

ARTICLE 36: TUITION REIMBURSEMENT

36.1 For employees who have completed their probationary period and are actively working, a program of tuition reimbursement is hereby initiated under the following conditions:

- A. Requests for tuition reimbursements and reimbursement for registration up to a maximum of Seventy-five (\$75.00) Dollars per course from an accredited college **must** be approved by the Court Administration prior to the Employee's taking the training for which tuition reimbursement is requested. Total reimbursement under this Article will be capped at Three Thousand Five Hundred (\$3,500.00) Dollars annually.
- B. Any course may be approved which is related to the maintenance and improvement of an Employee's skill in performing his/her job, or related to said job, which the Employee is expected to be performing in the future or courses which is necessary requirements for a job related degree or certification.
- C. Upon completion of the course with a C or better, the reimbursement will be fifty percent (50%).
- D. In order to qualify for reimbursement, an Employee must successfully complete the course in accordance with the school's regular standard.
- E. It is essential that there be no conflict between the Employee's normal working hours and the time required for study, travel and attendance of approved courses.
- F. An Employee is restricted to one (1) course per term.

- G. An Employee who terminates employment with the Employer less than two (2) years after receiving tuition reimbursement shall refund said reimbursement to the Employer.
- H. Reimbursement for books required for course work will be capped at \$75.00 per course minus the resale value of the text at the conclusion of the class.

ARTICLE 37: CONTROLLED SUBSTANCE AND ALCOHOL TESTING

The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and the public, and to promote a safe, productive workplace.

The Employer has the right to require an Employee to submit to a drug or alcohol test based upon reasonable suspicion which includes post-accident testing. Reasonable suspicion is the quantity of proof or evidence that is more than a hunch, but less than probable cause. It must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of any Employee that would lead a reasonable person to suspect that the Employee is or has been using drugs, including medical and recreational marijuana, while on or off duty or is under the influence of alcohol if on duty (defined as a Blood Alcohol Content of 0.04 or more).

Upon a written request from the Union, the Employer shall articulate the facts constituting reasonable suspicion within five (5) work days. The Union shall be notified prior to an Employee's submission to a drug or alcohol test.

ARTICLE 38: COURT ADMINISTRATION

The phrase "Court Administration" as used in this Agreement shall mean and refer to the Judge, Court Administrator, Deputy Court Administrator or their designated representative.

ARTICLE 39: TERMINATION

39.1 This Agreement shall become effective upon ratification by the parties on January 1, 2021, and shall be in full force and agreement until 11:59 p.m. on December 31, 2025.

39.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date.

ARTICLE 40: LETTERS OF UNDERSTANDING

The parties hereby agree that upon the execution of this Agreement that all prior letters of understanding, which are not attached hereto, are hereby declared null and void.

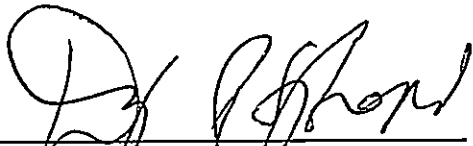
ARTICLE 41: EMERGENCY FINANCIAL MANAGER AUTHORITY

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501, et seq., may reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

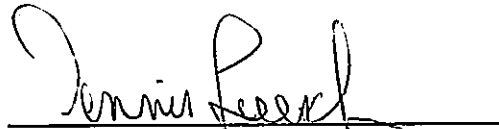
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 25th day of February 2022.

**41-A DISTRICT COURT
SHELBY TOWNSHIP, MICHIGAN**

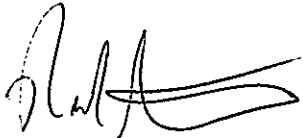
**TECHNICAL, PROFESSIONAL, AND
OFFICE WORKERS ASSOCIATION OF
MICHIGAN (TPOAM)**



**HONORABLE DOUGLAS P. SHEPHERD
DISTRICT COURT JUDGE**



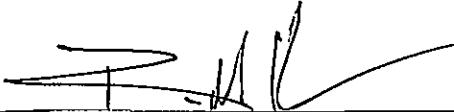
**DENNIS LAESCH
41-A NEGOTIATOR**



**RICHARD STATHAKIS
TOWNSHIP SUPERVISOR**



**MICHAEL GERALD
TPOAM REPRESENTATIVE**



**BRIAN HENDERSON
COURT ADMINISTRATOR**

Appendix A

Appendix A										
Wage Schedule for Employees Hired Prior to November 1, 2010										
DEPUTY COURT CLERK	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Beginning Wages:										
1/1/2021 - 12/31/2021	\$ 38,753	\$ 39,867	\$ 41,055	\$ 42,242	\$ 43,547	\$ 44,854	\$ 46,280	\$ 47,843	\$ 49,384	\$ 50,929
	\$ 19,8733	\$ 20,4446	\$ 21,0538	\$ 21,6626	\$ 22,3318	\$ 23,0021	\$ 23,7333	\$ 24,5349	\$ 25,3251	\$ 26,1174
1/1/2022 - 12/31/2022	\$ 39,334	\$ 40,465	\$ 41,671	\$ 42,876	\$ 44,200	\$ 45,527	\$ 46,974	\$ 48,561	\$ 50,125	\$ 51,693
1.50%	\$ 20,1713	\$ 20,7513	\$ 21,3697	\$ 21,9877	\$ 22,6667	\$ 23,3472	\$ 24,0892	\$ 24,9031	\$ 25,7051	\$ 26,5092
1/1/2023 - 12/31/2023	\$ 40,022	\$ 41,173	\$ 42,400	\$ 43,626	\$ 44,974	\$ 46,324	\$ 47,796	\$ 49,411	\$ 51,002	\$ 52,598
1.75%	\$ 20,5241	\$ 21,1144	\$ 21,7436	\$ 22,3723	\$ 23,0636	\$ 23,7559	\$ 24,5108	\$ 25,3390	\$ 26,1549	\$ 26,9733
1/1/2024 - 12/31/2024	\$ 40,922	\$ 42,099	\$ 43,354	\$ 44,608	\$ 45,986	\$ 47,366	\$ 48,871	\$ 50,523	\$ 52,150	\$ 53,781
2.25%	\$ 20,9856	\$ 21,5892	\$ 22,2328	\$ 22,8759	\$ 23,5826	\$ 24,2903	\$ 25,0621	\$ 25,9092	\$ 26,7436	\$ 27,5800
1/1/2025 - 12/31/2025	\$ 41,843	\$ 43,046	\$ 44,329	\$ 45,612	\$ 47,021	\$ 48,432	\$ 49,971	\$ 51,660	\$ 53,323	\$ 54,991
2.25%	\$ 21,4579	\$ 22,0749	\$ 22,7328	\$ 23,3908	\$ 24,1133	\$ 24,8369	\$ 25,6262	\$ 26,4923	\$ 27,3451	\$ 28,2005

Appendix B

Appendix B										
Wage Schedule for Employees Hired on or after November 1, 2010										
DEPUTY COURT CLERK	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Beginning Wages										
1/1/2021 - 12/31/2021	\$ 34,878	\$ 35,880	\$ 36,950	\$ 38,018	\$ 39,192	\$ 40,369	\$ 41,652	\$ 43,059	\$ 44,446	\$ 45,836
	\$ 17,8862	\$ 18,4000	\$ 18,9487	\$ 19,4964	\$ 20,0985	\$ 20,7021	\$ 21,3600	\$ 22,0815	\$ 22,7928	\$ 23,5056
1/1/2022 - 12/31/2022	\$ 35,401	\$ 36,418	\$ 37,504	\$ 38,588	\$ 39,780	\$ 40,975	\$ 42,277	\$ 43,705	\$ 45,113	\$ 46,524
1.50%	\$ 18,1544	\$ 18,6759	\$ 19,2328	\$ 19,7887	\$ 20,4000	\$ 21,0128	\$ 21,6805	\$ 22,4128	\$ 23,1349	\$ 23,8585
1/1/2023 - 12/31/2023	\$ 36,021	\$ 37,055	\$ 38,160	\$ 39,263	\$ 40,476	\$ 41,692	\$ 43,017	\$ 44,470	\$ 45,902	\$ 47,338
1.75%	\$ 18,4723	\$ 19,0026	\$ 19,5692	\$ 20,1349	\$ 20,7569	\$ 21,3805	\$ 22,0600	\$ 22,8051	\$ 23,5395	\$ 24,2759
1/1/2024 - 12/31/2024	\$ 36,831	\$ 37,889	\$ 39,019	\$ 40,146	\$ 41,387	\$ 42,630	\$ 43,985	\$ 45,471	\$ 46,935	\$ 48,403
2.25%	\$ 18,8877	\$ 19,4303	\$ 20,0097	\$ 20,5877	\$ 21,2241	\$ 21,8615	\$ 22,5564	\$ 23,3185	\$ 24,0692	\$ 24,8221
1/1/2025 - 12/31/2025	\$ 37,660	\$ 38,742	\$ 39,897	\$ 41,049	\$ 42,318	\$ 43,589	\$ 44,975	\$ 46,494	\$ 47,991	\$ 49,492
2.25%	\$ 19,3128	\$ 19,8677	\$ 20,4600	\$ 21,0508	\$ 21,7015	\$ 22,3533	\$ 23,0641	\$ 23,8431	\$ 24,6108	\$ 25,3805

*Subject to mathematical error.