

STATE OF MICHIGAN



Sandra Ference Cicirelli
DISTRICT JUDGE

Mark A. McConnell
DISTRICT JUDGE

THE DISTRICT COURT
18TH JUDICIAL DISTRICT
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Westland, MI 48185
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David R. Wiacek
MAGISTRATE

JAMES B. GIBBS
COURT ADMINISTRATOR

18TH DISTRICT COURT

Internal Administrative Order 2023-2
BENEFIT PACKAGE

NON-UNION FULLY BENEFITTED EMPLOYEES

forego noted exceptions, effective immediately through June 30, 2025.

IT IS HEREBY ORDERED,

**THIS BENEFIT PACKAGE APPLIES TO THE FOLLOWING NON-UNION, FULLY BENEFITTED, AT-WILL,
EMPLOYEES OF THE 18TH DISTRICT COURT:**

JUDGES (★ indicates applicable provisions)
COURT ADMINISTRATOR
DEPUTY COURT ADMINISTRATOR
ADMINISTRATIVE ASSISTANT
JUDICIAL SECRETARIES
COURT OFFICERS
CHIEF SECURITY OFFICER
CHIEF PROBATION OFFICER
PROBATION OFFICERS
COLLECTION MANAGER
COURT RECORDER/MAGISTRATE'S SECRETARY
WORK PROGRAM DIRECTOR

1. **SALARIES/SALARY INCREASE**

5% increase July 1, 2023
3% increase July 1, 2024

2. **VACATION**

For all employees covered by this Benefit Package, the following shall prevail:

On January 1 of each new calendar year, an employee shall be credited with vacation time according to the following:

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1. **SALARIES/SALARY INCREASE**

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2. **VACATION**

For all employees covered by this Benefit Package, the following shall prevail:

On January 1 of each new calendar year, an employee shall be credited with vacation time according to the following:

<u>Completed Years of Service*</u>	<u>Amount of Vacation</u>
0 - 2	18 days
Over 2 to 6	20 days
Over 6 – 10	23 days
Over 10 to 15	28 days
Over 15	30 days

Vacation days are credited to the employee's bank every January 1. In addition, on the employee's actual seniority date, the employee will be credited with any additional days which may be due in accordance with the above schedule. [Example: on January 1, Employee has almost seven (7) years of service and is entitled to twenty (20) days of vacation. On Employee's seniority date of August 1, he or she is immediately entitled to the additional five (5) days of vacation due employees with 7-10 years of service.]

*For employees hired after January 1, vacation will be prorated at one and one-half (1½) days per month for the months remaining in the calendar year and credited immediately.

Provided that it does not cause a hardship for the court, vacation dates shall be granted for such times during the year as suitable. Employees will notify their respective Judge(s)/Court Administrator of an employee's desired vacation time by March 1 of each year. For requests made after March 1, vacation time requests will be considered on a first come/first served basis.

There will be no banking of or carrying-over vacation time from one year to another.

On or about the second pay period in January of any new year, Eligible Employees will receive one hundred-percent (100%) payment of any Unused Vacation Time. Eligible employees are those covered by this Benefit Package who have used at least ten (10) working days of vacation during the prior calendar year. Unused Vacation Time is vacation time remaining as of December 31, less the ten (10) days required to be taken.

Payment each January of Unused Vacation Time will be made at the employee's regular rate of pay as of December 31 of that year.

3. **SICK LEAVE**

Employees shall earn, and are credited, with three-fourths (3/4) of a day sick leave for each completed month of service, not to exceed nine (9) work days per year.

The accumulation of sick leave may not exceed the hourly equivalent of forty-five (45) days at the end of any calendar year. All sick days over forty-five (45) days as of December 31" shall be paid on the second payday in January at the prevailing hourly rate as of the first payday in January.

Short Term Disability: The funding unit shall pay employees covered under this Benefit Package, on the regular pay day, one hundred-percent (100%) of the employee's current salary for the first thirty (30) calendar days of any extended illness/disability, to be charged against sick/vacation/personal bank. On the thirty-first (31st) calendar day of an employee's absence for illness or disability, the employee will be eligible for 75% of his or her current base salary and will not be charged against any banked time.

Long Term Disability: On the ninety-first (91st) calendar day of such absence, the employee will be paid by the long term disability ("LTD") insurance carrier at the rate of sixty-six and two-thirds percent (66 2/3%) of his or her current salary, for a monthly LTD benefit payout amount of \$3200 maximum for a maximum of three years or until age 65 whichever is soonest.

For a two (2) year period, all fringe benefits (with the exception of vacation accumulations, reimbursement for physical examinations, and tuition reimbursement) will continue while an employee is off on an extended illness. Time limits/extensions for LTD benefit coverage as a result of complications for a previous illness or from a new illness are covered by the insurance carrier policy guidelines.

Absences due to the illness/disability of a family member are not paid as sick time. For employees requiring extended leave to attend to the needs of a sick family member, refer to Administrative Order 94-7. For unexpected, short-term absences due to life threatening medical emergencies to immediate family members requiring the personal care/attention of the employee, up to ten (10) emergency leave days per calendar year shall be provided. Such days are noncumulative and proof of the medical emergency must be provided to the judges or administrators. Failure to provide proof of the medical emergency may result in the denial of payment for days absent from work. Family emergency leave days are not counted against the Well-Being Bonus (see page 10). Immediate family members include the spouse, children, father, mother, siblings, and grandparents of the employee and the corresponding relatives of the employee's spouse. At the request of the employee, the Chief Judge or Chief Judge Pro Tem may grant family emergency leave in cases involving non immediate family members.

4. **WORKER'S COMPENSATION★**

For on-the-job injuries/illnesses, each employee shall be covered by the applicable Worker's Compensation Laws. In addition, for a period of one (1) calendar year from the date of the on-the-job injury/illness, the affected employee shall be paid an amount sufficient to make up the difference between the Worker's Compensation payment and the employee's regular net pay.

Employees shall not receive LTD and Worker's Compensation payments for the same extended illness/injury. If duplicate payments are made (i.e., LTD payments and Worker's Comp. payments), the employee shall reimburse the City of Westland/insurance carrier for such duplicate payments.

In the event of an on-the-job injury/illness, the following fringe benefits will remain in effect for a two (2) year period of time: health insurance, dental insurance, life insurance, optical reimbursement, pension, and severance pay.

5. **PERSONAL LEAVE**

Five (5) non accrued business days shall be credited every January 1 for employees covered by this Benefit Package so that they may conduct personal business. Additional days (or partial days) taken for personal leave in excess of the five (5) allotted days shall be deducted from the employee's vacation time allotment. In the event an employee has no remaining vacation or personal time, time taken for personal leave will be unpaid. 100% payment for unused personal hours at the end of a calendar year up to fourteen (14) shall be made at the employee's current rate of pay on/about the second pay in January.

6. **PAID HOLIDAYS★**

The following holidays shall be observed:

NEW YEAR'S DAY
MARTIN LUTHER KING JR'S BIRTHDAY
PRESIDENTS' DAY
GOOD FRIDAY
MEMORIAL DAY
JUNETEENTH
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
PRIMARY ELECTION DAY – IF HELD
GENERAL ELECTION DAY – IF HELD
VETERANS' DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING DAY
CHRISTMAS EVE
CHRISTMAS DAY
NEW YEAR'S EVE

For holidays that fall on weekends, the union contract dates prevail.

In addition, employees covered by this Benefit Package may also take any day in celebration of their birthday, provided that at least seventy-two (72) hours prior to the planned absence the employee has obtained the written approval of the Chief Judge, Chief Judge Pro-Tem, or Court Administrator(s).

An employee must work the day before and the day after a holiday unless excused by the Court Administrator or they forfeit the holiday pay. The Court Administrator may request a valid, written Doctor's excuse.

7. **UNPAID LEAVES OF ABSENCE**

The Chief Judge may grant unpaid leaves of absence for educational, military, and maternity purposes. An employee will not be paid any fringe benefits while on such unpaid leave; however, the employee may contact the City of Westland and make arrangements to pay for the continuation of medical benefits as may be allowed by the insurance carrier.

Before returning from an unpaid leave or absence, the employee must provide the Chief Judge a written notice of his/her intent to return at least fifteen (15) days prior to the anticipated date of return.

8. **BEREAVEMENT LEAVE★**

A reasonable paid, short-term leave of absence due to a death/funeral will be granted employees at the discretion of the Chief Judge, Chief Judge Pro-Tem, or Court Administrator(s)

9. **JURY DUTY★**

There will be no loss of pay for an employee fulfilling jury duty; however, the employee must provide the Court Administrator(s) proof of serving such jury duty.

Any stipend received by the employee may be kept.

10. **SEVERANCE PAY**

A. Except as set forth in paragraph 10B (below), employees covered under this Benefit Package are eligible to receive severance pay at the time of termination computed at their gross annual salary at the time of termination, in accordance with the schedule below:

<u>SENIORITY</u>	<u>PAYMENT</u>
UP TO 2 YEARS	ONE MONTH'S PAY
2 TO 3 YEARS	TWO MONTHS' PAY
3 TO 4 YEARS	THREE MONTHS' PAY
4 TO 5 YEARS	FOUR MONTHS' PAY
5 TO 6 YEARS	FIVE MONTHS' PAY
OVER 6 YEARS	SIX MONTHS' PAY

The following schedule pertains to employees hired after July 1, 2010:

<u>SENIORITY</u>	<u>PAYMENT</u>
2 TO 3 YEARS	ONE MONTHS' PAY
3 TO 4 YEARS	TWO MONTHS' PAY
4 TO 6 YEARS	THREE MONTHS' PAY
6 TO 8 YEARS	FOUR MONTHS' PAY
8 TO 9 YEARS	FIVE MONTHS' PAY
OVER 9 YEARS	SIX MONTHS' PAY

- B. Severance pay shall not be paid where employment is terminated for any of the following reasons: the employee voluntarily quits; the employee fails to return from an authorized leave of absence; the employee has applied for retirement; the death of the employee; the employee is convicted of a criminal offense which involves moral turpitude and adversely affects/reflects upon the performance of their job; the employee violates a rule/policy/procedure of the court that adversely affects/reflects upon their ability to perform the responsibilities of their job.
- C. Notwithstanding Sections A and B above, the employment and compensation of any employee can be terminated with or without cause, with or without notice, at any time at the option of the Chief Judge or the employee. The right of the employee to receive severance pay under the conditions described in 10B shall not constitute a writing or contract to alter the at-will employment relationship.
- D. A Judge's personal staff member covered by this Benefit Package shall not receive severance pay upon the retirement of the Judge or if the Judge does not seek reelection.

11. MEDICAL/HEALTH INSURANCE★

- A. The City shall comply with P.A. 152 as set forth by City Council resolution. Annual amounts contributed by the employer are as established from time to time as determined by the Act. In the event P.A. 152 is repealed, the cost sharing in place at the time the Act is repealed shall remain in effect for the duration of this benefit package.

The Funding Unit will provide active employees the ability to select coverage under one of the following Blue Cross Blue Shield of Michigan (BCBSM) plans: PPO-1, PPO-2, base Plan PPO, Value Plan PPO and Qualified High Deductible Health Plan (QHDHP). Each plan is summarized in the Appendix to this Agreement.

- B. If the employee dies, the employee's dependents (as defined by the IRS criteria) are entitled to receive continued medical, dental and optical coverage for five (5) calendar years, to be paid for by the funding unit.
- C. Employee's hired prior to July 1, 2010, the funding unit will provide medical, dental, and optical benefits to retirees (and the retiree's dependents, as defined by IRS criteria) on the same basis as active, current employees (M-65 Program for those on Medicare) which includes any cost sharing via PA 152. In the event that PA 152 is repealed, any retiree hired before July 1, 2010, and is paying a cost sharing portion, shall be released for any cost sharing that is in place at the time of repeal. The retiree (or an eligible spouse) must be drawing a MERS or State pension. If the retiree dies, his or her dependents are entitled to receive continued medical, dental, and optical coverage for a period not to exceed five (5) calendar years, to be paid for by the funding unit.
- D. Employees hired after July 1, 2010, the Funding Unit shall pay for the applicable retiree medical coverage at the rate of 7% per complete year of service to the court for insurance coverage in effect for the particular employee. The retired employee or spouse must be drawing a MERS pension to receive medical coverage benefits. Upon eligibility for BC/BS supplemental coverage, as applicable, the Funding unit will pay for said supplemental coverage for the retiree and/or spouse, provided the retiree pays for Medicare A&B. Employees while on duty disability retirement shall receive 100% of the applicable medical insurance premium coverage. In the event an employee with a vested right in the MERS pension dies his/her survivors may continue the applicable health insurance coverage as long as the spouse remains unmarried. The amount of the premium to be provided by the Funding Unit for survivor coverage shall be 7% of the costs of the applicable monthly premiums for each full year of service by the employee.
- E. Mutual Gains as amended June 17, 2013 is recognized.
- F. Judges and their personal staffs are eligible for any of the health insurance coverages offered.

12. HEALTH & WELLNESS★

To promote better health among employees and help control future health care costs, the City shall provide \$100 per month for Health & Wellness to employees who participate in annual

wellness checks and/or wellness program.

13. **DENTAL INSURANCE★**

The funding unit shall provide dental insurance for one hundred-percent (100%) of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class 1) services and ninety percent (90%) of the balance of Class 1 benefits as paid by Delta or equivalent insurance plan on Class II benefits, with a maximum Class I and Class II benefit of one thousand five-hundred dollars (\$1,500) per person, per contract year. Eighty-percent (80%) of treatment costs paid by Delta or equivalent insurance plan on Class III (orthodontic) benefits with a lifetime maximum benefit of two thousand five hundred dollars (\$2,500). This benefit is one hundred-percent (100%) paid for by the funding unit and is available to any retiree (and dependents) receiving a MERS or State pension, subject to the provisions of paragraph 11 C, above.

14. **LIFE INSURANCE★**

Employees shall be provided a one hundred fifty thousand dollars (\$150,000) group life insurance policy. The policy will be double indemnity in the event of an accidental death or dismemberment. Employees covered by this Benefit Package who retire and draw a MERS or State Pension will be provided a group term life insurance policy in the amount of one hundred fifty thousand dollars (\$150,000). This benefit is one hundred-percent (100%) paid for by the funding unit. There shall be no increases to the amount of this benefit unless recommended by the Court Administrator and approved by the Chief Judge/Chief Judge Pro-Tem of the Court.

For employees hired after July 1, 2023,

Employees shall be provided a one hundred twenty thousand dollars (\$120,000) group life insurance policy. The policy will be double indemnity in the event of an accidental death or dismemberment. Employees covered by this Benefit Package who retire and draw a MERS or State Pension will be provided a group life insurance policy in the amount of thirty thousand dollars (\$30,000). This benefit is one hundred-percent (100%) paid for by the funding unit. There shall be no increases to the amount of this benefit unless recommended by the Court Administrator and approved by the Chief Judge/Chief Judge Pro-Tem of the Court

15. **OPTICAL/HEARING BENEFITS★**

Employees covered under this Benefit Package (and the employee's spouse/dependents) are entitled to be reimbursed one hundred-percent (100%) for the cost of an annual optical examination at the optician of their choice. In addition, each employee is entitled to reimbursement of the first three hundred fifty dollars (\$350) of the annual (per fiscal year) family optical costs (i.e., glasses, contact lenses) at the optician of the employee's choice. For purposes of this benefit, dependents must reside at the home of the employee and the employee must pay at least fifty-percent (50%) toward the support of that dependent in order to qualify for optical benefits.

Employees covered under this Benefit Package who retire (and their spouses) are entitled to one hundred-percent (100%) reimbursement for annual eye examinations and up to two hundred fifty dollars (\$250) reimbursement toward family optical costs every budget year. Retirees must be drawing a MERS or state pension in order to be eligible for such benefits, subject to the provisions of paragraph 11 C, above.

All optical costs will be reimbursed only upon proof of expenditures.

16. **PENSION ★**

Employees shall pay, on a pre-tax basis, 5% of their base salary as their contribution toward their pension.

Benefit Description - as approved by City Council July 1, 1996, Resolution No. 96-7-214.

2.8% Benefit Multiplier and FAC factor of 1% per year after 25 years

Benefit F55 (with 15 years of service)

25 Years Retirement (regardless of age)

Benefit RS50% (50% Post-Retirement Spouse Benefits)

Benefit V-6 (6 year vesting)

Benefit FAC-3 (three (3) year Final Average Compensation)

Benefit E - (benefit increase for past retirees) - 01-01-1972

Benefit E-1 (annual increases for past retirees) - 04-01-1971

Benefit E-2 (annual increases for future retirees) 04-01-1971

Member Contribution Rate: 0%

Effective for new employees hired after July 1, 2010, and before July 1, 2016 a defined benefit shall apply as follows:

1.5% multiplier

Normal retirement age (60)

Eight (8) year vesting (V-8)

Five (5) year final average compensation (FAC)

Employees hired on or after July 1, 2016 a defined contribution shall apply as follows:

Defined Contribution Retirement Plan with five year vesting privileges for all contributions. Funds deposited into this plan shall be for the employee's pension upon retirement. The employee shall contribute not less than 5% of the annual salary and not more than 12% of the annual salary, on a pre-tax basis, through payroll deduction up to the IRS maximum. The Funding Unit shall match the employee contribution on a 2-1 ratio.

17. **TUITION REIMBURSEMENT★**

With the prior written approval of the Chief Judge, employees may receive reimbursement for registration fees, tuition and texts for courses related to their employment and taken at an accredited school. Proof of expenditure, up to two thousand five hundred dollars (\$2,500) per school year (Sept. 1 to Aug. 31) and proof of successful completion of the class (grade of C or better) must be provided to be eligible for this reimbursement. Should an employee resign or be discharged within five (5) years of receipt of a particular tuition reimbursement, employee shall repay to the Court the reimbursement(s) received as follows: termination date within: twelve (12) months of receipt of reimbursement – 100%; within 1-2 years – 80%; within 2-3 years – 60%; within 3-4 years – 40%; and within 4-5 years – 20%. Employee has no obligation to reimburse after serving five or more years with the Court.

The Judges/employees shall receive an annual continuing education stipend in the amount of \$1,200, issued with the first pay in July.

18. **VEHICLE Allowance★**

The Judges shall receive a yearly \$4,800.00 car allowance payable the first pay in January and July in lieu of a leased vehicle.

The Court Administrator shall receive a yearly \$2,000 car allowance payable the first pay in January and July in lieu of a leased vehicle.

19. **After Hours/On Call Allowance ★**

The Judges and Court Administrator shall receive \$200 per month allowance for miscellaneous on call and after hours expenses. The Deputy Court Administrator shall receive \$100 per month allowance. This shall be paid with the first pay of each month.

20. **TRAVEL★**

A travel policy has been instituted by the court for employees of the court. Refer to, internal policy Order 92-3 for full details.

21. **OVERTIME/COMPENSATORY TIME★**

Employees covered by this Benefit Package will not receive overtime pay or compensatory time for hours worked above their normal work week (EXCEPTIONS: Probation Officers working ISP will be paid at a rate determined by the Judges/Administrators and submitted to payroll. Employees covered by this package supervising work program participants will be paid an hourly rate equal to that of the part-time work program supervisors. Court officer's completing firearm/Taser training).

22. **ELIGIBILITY FOR REIMBURSEMENT**

An employee will not be eligible for monetary reimbursement (i.e., amounts reimbursed for physical examinations, optical expenses, etc.) until the employee has completed ninety (90) calendar days of service with the court.

23. **WELL-BEING BONUS**

Employees taking three (3) or less sick days per calendar year shall receive a Well-Being Bonus of one thousand dollars (\$1,000.00), payable the first pay period in February. Employees who voluntarily leave the service of the Court prior to the end of a calendar year and have not used the requisite amount of sick leave indicated in this section shall receive payment prorated at 1/12th per month served using the 15/16 rule. For employees hired throughout the year, the well-being bonus will be prorated based on months of service.

24. **Salary**

Compensation shall be set by the recommendation of the Court Administrator and approval of the Chief Judge.

25. **Transfers**

Current Court Union employees transferring from the bargaining unit to a position covered under this fringe package, and elected officials or employees transferring from the funding unit to a position in the Court, will not be considered "new" employees for purposes of this benefit package. Any benefits available shall be calculated at the employee's original date of hire. This does not apply to those employees who have retired and is returning to the work force.

26. **SAVINGS CLAUSE**

If any section of this Benefit Package should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision of this Benefit Package should be restrained by a tribunal, the remainder shall not be affected thereby, or if any

benefit shall not be available because a provider no longer offers such benefit, then the Judges shall enter into deliberations immediately to arrive at satisfactory replacement for such section or provision.

27. **AT-WILL EMPLOYMENT**

This Benefit Package is intended to define the fringe benefits of certain full-time employees of the 18th District Court and shall not be construed as a contract for employment.

With noted exceptions, this order is effective immediately.

Mark A. McConnell

Mark A. McConnell
Chief Judge, 18th District Court

Date: 6/9/2023