

Agreement By And Between The
Midland County Probate Court/42nd Circuit Court-Family Division
And The
United Steelworkers,
AFL-CIO-CLC, And Its Local Union No. 12075-01

January 1, 2007 – December 31, 2011

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ARTICLE I
AGREEMENT

This Agreement entered into this 9th day of January, 2007, by and between the Midland County Probate Court/42nd Circuit Court-Family Division, (hereinafter referred to as the "Employer"), and the United Steelworkers, AFL-CIO-CLC, on behalf of its Local Union No. 12075-01, (hereinafter collectively referred to as the "Union").

ARTICLE II
RECOGNITION

Section 1. The Probate Court/42nd Circuit Court – Family Division hereby recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time non-supervisory employees of the Midland County Probate Court/42nd Circuit Court – Family Division employed in the Midland County Courthouse, the Midland County Services Building and the Midland County Juvenile Care Center, including Juvenile Probation Officers, Foster Home Coordinators, Deputy Probate Register, Probate Register, Cook, Juvenile Register/Recorder, Financial Officer, Secretary- Family Division, Surveillance Worker, Administrative Assistant to the Director of Public Guardian Services, Youth Development Workers and Therapist but excluding the Probate Court/42nd Circuit Court – Family Division Judge, Trial Court Administrator, Deputy Administrator/Attorney Referee, Court Security Officers, Public Guardians, Midland County Juvenile Care Center Deputy Director and Assistant Deputy Director, Caseworker Supervisors, Supervisors, Administrative Assistant (Juvenile Care Center), Temporaries, On-Call Employees and Substitutes. This section is limited strictly to recognition of the Union as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or expanded in any manner or used for any other purpose.

Section 2. 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.

Section 3. For purposes of this Agreement, the following terms shall be defined as follows:

(a) "Full-time Employee" shall mean a person who is regularly scheduled to work sixty-five (65) or more hours per bi-weekly pay period. This shall not constitute a guarantee of pay or work.

(b) "Part-Time Employee" shall mean a person who is regularly scheduled to work less than sixty-five (65) hours per bi-weekly pay period. Except as otherwise expressly provided in this Agreement, part-time employees shall not be entitled to leaves of absence, insurance benefits, retirement benefits, or other benefits provided under this Agreement.

(c) "Temporary Employee" shall mean a person who is employed by the Employer for a period of six (6) consecutive months or less, unless replacing an employee who is on an approved leave of absence, in which event the temporary employee may be employed for the duration of the leave of absence or six (6) months, whichever is longer. A temporary employee is not subject to the terms of this Agreement.

(d) Unless otherwise indicated, the term "day(s)" means calendar day(s).

(e) Pronouns of masculine and feminine gender in this Agreement shall include each other.

ARTICLE III NON-DISCRIMINATION

Neither the Employer, the Union nor any employee covered by this Agreement shall discriminate against any employee covered by this Agreement based upon any factor prohibited by state or federal law.

ARTICLE IV UNION SECURITY

Section 1. Membership.

(a) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall assert any pressure on or discriminate against any employee in regard to such matters.

(b) The Unit President shall be notified of new employees hired into the bargaining unit and provided with name, address, and telephone number of each new employee. A unit representative within the respective facility (on the unit representative's break) shall be afforded the opportunity to meet with each employee for 15 minutes during working hours within four weeks of the new hire date.

Section 2. However, it shall be a condition of employment that all employees of the Employer covered by this Agreement, and all employees who are hereafter hired, rehired, reinstated or transferred into the Bargaining Unit, shall tender the initiation fee and become members of the Union or shall pay a service fee in an amount not to exceed the regular monthly dues uniformly required for membership in the Union, on or before the completion of one hundred and eighty (180) calendar days employment for the Employer after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

Section 3.

(a) Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Union and the Employer), or they may pay dues or fees directly to the Union.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above-referenced Union membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Union's International Secretary-Treasurer shall submit to the Employer's Payroll Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

(c) A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered by the Union to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's International Secretary-Treasurer by the Employer.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

(e) In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of this Agreement or applicable state or federal law, refunds to the employee will be made promptly by the Union.

(f) All sums deducted by the Employer shall be remitted to the Union's International Secretary-Treasurer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

(g) Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union

or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

(h) The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 4.

(a) An employee who fails to tender to the Union either Union dues or service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

(1) The Union shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.

(2) The Union shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the thirty (30) day period set forth in Section (a) above:

The Union certifies that (Name) has failed to tender either Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee.

(b) Upon receipt of such notice, the Employer shall communicate the Union's request for termination to the employee and advise such employee that he must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he shall be terminated.

Section 5. The Employer assumes no obligation, financial or otherwise, arising out of any provision of this Article. Further, the Union hereby agrees to hold harmless and indemnify the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article, including, but not limited to, the deduction of membership dues or service fees made by the Employer from the wages of any employee(s), its reliance on any list, notice or assignment furnished by the Union, or the termination of employment of any employee(s) pursuant to the provisions of this Article.

Section 6. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

ARTICLE V
EMPLOYER RIGHTS

Except where specifically and expressly abridged or modified by this Agreement, all rights, powers, and authority of the Employer are hereby retained by the Employer, including, but not limited to, all rights, powers, and authority conferred by the Michigan and U. S. Constitution, state and federal statutes, the Michigan State Supreme Court, and all other administrative orders, rules and regulations. The Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of its business, the control of its properties, the maintenance or order and efficiency of the workforce, and complete authority to exercise those rights and powers incident thereto, including, by way of illustration but not by way of limitation, the exclusive right and authority: to determine the number of its facilities and the location and relocation of its operations and facilities; to consolidate or merge with any other entity; to decide to expand or close any of the Employer's operations or facilities; to determine the type and kind of services to be rendered and the work to be performed by employees covered by this Agreement; to determine all methods of rendering its services, including the prices to be charged therefore, and the exclusive right to approve all contracts for any of its services; to make all financial decisions, including the accounting, bookkeeping and all other record keeping methods and procedures, to determine the organizational and business entity structure of its facilities; to determine whether to transfer, lease, subcontract or discontinue work or the entire business operation or any part thereof; to determine whether to purchase any materials, goods or services from other persons or entities; to determine the necessity for and how to perform work by employees or by other persons or entities; to determine the amount and type of supervision that is necessary; to determine service standards, the materials and equipment to be utilized by and located at the Employer, including the right to add, modify or remove the same whenever it determines; to determine the method and means of providing its services, the schedules of work and hours of operation, the services to be contracted out or purchased; and to have any work performed at any location.

Except where specifically and expressly abridged or modified by this Agreement, it is further expressly recognized and agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction and control of employees, including, but not limited to, the right to select, hire, assign, layoff, reclassify, upgrade, downgrade, promote, or transfer employees; to determine the number of employees to be hired, employed and working; to discipline, suspend or discharge seniority employees for just cause; to select, promote or transfer employees to supervisory, managerial, or other positions outside the bargaining unit; to adopt and enforce reasonable rules and regulations, including rules and regulations covering smoking by employees and other health and safety matters; to determine the number of and qualifications of employees to perform work (including physical qualifications which may be determined by examination or testing, including drug and alcohol testing); to determine quality, quantity and performance standards; to determine the allocation and assignment of work to employees, it being expressly understood and agreed to by the Employer and the Union that the nature of the Employer's operations requires employees to be used interchangeably in various positions and that any employee may be assigned duties in other areas of work as needed; to determine job content, create new job classifications and revise existing

job classifications; to assign work and overtime, determine the hours of work, the schedules of employees, the starting times, break times and quitting times of employees; to determine the number of hours to be worked and the business hours of its facilities; to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other reasons; and to perform all other functions inherent in the administration, management, control and/or direction of its operations.

ARTICLE VI UNION REPRESENTATION

Section 1. The Union will select four employees from the bargaining unit to serve as the grievance/bargaining committee. This committee will consist of the Unit President and three (3) unit grievers. It is agreed that two (2) unit grievers shall be elected from employees at the Juvenile Care Center and one (1) unit griever shall be elected from employees at the Courthouse/County Services Building. The Unit President will be elected at large. It is further agreed that any member of the grievance/bargaining committee can represent employees at either facility.

Section 2. In contract negotiations the Union may be represented by a grievance/bargaining committee comprised of four (4) employees from the bargaining unit. This committee will consist of the Unit President and three (3) unit grievers. It is agreed that two (2) unit grievers shall be elected from the employees at the Juvenile Care Center and one (1) unit griever shall be elected from employees at the Courthouse. The Unit President will be elected at large. Employees so designated shall be compensated for time spent in negotiations with the Employer during their regular work hours. Nothing in this section shall be construed to require that collective bargaining be done between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. The Union shall certify in writing to the Employer the names of the employees who are selected to serve as unit grievers and on the Union's Bargaining Committee.

Section 4. The Union agrees to conduct its business off the job, provided, however, this Section shall not be construed so as to prevent a Union representative from fulfilling his responsibilities as provided in the grievance procedure, nor shall it be construed to prevent the posting of Union notices and bulletins on Employer provided bulletin boards in accordance with the provisions of this Agreement.

Section 5. Union business agents or representatives having business with the employees may confer with such employees during lunch or break periods or, when absolutely necessary and approved in advance by the Employer, during hours of work, provided always that such discussions not take place in the presence of other members of the public.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to employee grievances. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes, without any interruption or disturbance of the normal operation of the Employer. Grievances are limited to matters of interpretation of application of the express provisions of this Agreement. Recognizing that an orderly grievance procedure is necessary, it is agreed that each step must be adhered to as set forth herein. Any grievance that is filed shall refer to the provision of the Agreement alleged to have been violated, shall set forth the facts pertaining to the alleged violation, shall state the settlement or correction requested, and shall be dated and signed by each grievant. Employee grievances arising under and during the term of this Agreement shall be handled in the following manner:

Step One

An employee, grievance/bargaining committee member, or the employee and the grievance/bargaining committee member, who has a grievance shall orally discuss it with the employee's immediate supervisor (or designee) within ten (10) workdays of the occurrence giving rise to the grievance or within ten (10) work days of when the employee should reasonably be aware of the occurrence. (If the employee's immediate supervisor is the Court's Judge, the employee, a grievance/bargaining committee member, or the employee and grievance/bargaining committee member shall file his grievance in writing at Step Three of this grievance procedure.) At the employee's request, the grievance/bargaining committee member may also attend the meeting. The employee's immediate supervisor (or designee) shall give his answer orally to the employee and/or grievance/bargaining committee member within five (5) work days of the discussion with the employee and/or grievance/bargaining committee member.

Step Two

If the grievance is not resolved at Step One, the employee and/or grievance/bargaining committee member shall reduce the grievance to writing, and present it to the employee's immediate supervisor (or designee) within twenty (20) work days of the occurrence giving rise to the grievance. The employee's Supervisor (or designee) shall, within five (5) workdays after receipt of the written grievance, meet with the grievant and a grievance/bargaining committee member. The employee's Supervisor (or designee) shall render his/her written disposition of the grievance within five (5) workdays after the meeting.

Step Three

If the grievance is not resolved at Step Two, the grievance/bargaining committee member and/or employee shall, within five (5) work days of receipt of the Supervisor's written disposition at Step Two, take the matter up with the Trial Court Administrator, or Deputy Director, Juvenile Care Center, or his/her designated representative, who shall within five (5) work days of receipt

of the written grievance, meet with the grievance/bargaining committee member and/or the grievant and the Union's International Staff Representative. The Employer and the Union may, at their discretion, also have additional representatives attend the meeting. The Trial Court Administrator, or Deputy Director, Juvenile Care Center, or his/her designated representative shall render his/her written disposition of the grievance within five (5) work days after the above meeting.

Step Four

If the grievance is not resolved at Step Three, the Union shall, within five (5) calendar days of receipt of the Trial Court Administrator's, or Deputy Director, Juvenile Care Center's answer at Step Three, submit the matter to the Michigan Employment Relations Commission for mediation. All discussions and proposals under consideration in mediation shall be construed as private "settlement" discussions and shall not be subject to disclosure beyond Step Four.

Step Five

If the grievance is not resolved at Step Four, the Union shall, within sixty (60) calendar days of receipt of the Trial Court Administrator's, or Deputy Director, Juvenile Care Center's answer at Step Three, notify the Employer in writing of its intent to submit the grievance to final and binding arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator within seventy (70) calendar days of the Union's receipt of the Trial Court Administrator's, or Deputy Director, Juvenile Care Center's Step Three answer, the Union may file a Demand for Arbitration with the American Arbitration Association no later than ninety (90) calendar days after the Union's receipt of the Trial Court Administrator's, or Deputy Director, Juvenile Care Center's Step Three answer. Concurrent notification of such appeal shall be provided to the Employer. Notification to the Employer shall be subject to the same time limits set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Employer's Step Three disposition of the Grievance shall be final.

Except as above provided, selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the Arbitrator and the cost of any room or other facility needed for the arbitration shall be borne equally by the Union and the Employer. All other expenses, including, but not limited to, the cost of compensating its own representatives and witnesses, shall be borne by the party incurring them. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to

work immediately thereafter. The grievant shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement, but shall not have the authority to add to, subtract from, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from Arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction, said decision shall be final and binding on the employee(s), the Union, and the Employer.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide such issues before proceeding to hear the case upon its merits. In any case, where the arbitrator determines that such grievance is not arbitrable they shall refer the case back to the parties without a recommendation on the merits.

The retroactive effect of any claim filed under the grievance procedure shall be limited to the date of the presentation of the grievance at Step One of the Grievance Procedure. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his base rate under this Agreement, less any unemployment or other compensation he may have received from any source of employment during the period in question.

Grievances processed to arbitration may be withdrawn only on written agreement of the Employer and Union.

Section 2. Grievance Settlements. Any and all grievances that are forfeited or resolved at any step of the grievance procedure shall be final and binding on the Employer, the Union, and any and all employees involved in the particular grievance. The resolution of a grievance at Steps 1 and 2 shall not add to, subtract from or modify the terms of this Agreement, unless done so in writing and approved by the Employer and the Union.

Section 3. Time Limitations. The time limits established in this grievance procedure are of the essence and shall be followed by the parties. If an employee fails to file a grievance in the allowed time, the grievance will be barred. If an employee or the Union fails to advance a grievance to the next step in a timely manner, it shall be considered resolved on the basis of the Employer's last disposition. If the time procedures are not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension request is reduced to writing and a period of extension is specified.

Section 4. Entering or Advancing A Grievance Out of Order. With the consent of both parties, grievances may be commenced at any stage of the grievance procedure or may be advanced and processed out of order.

Section 5. Work Day Defined. For purposes of this Article, a work day is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

Section 6. Compensation For Time Spent In Grievance Meeting. Compensation will be provided to a grievant and/or grievance/bargaining committee member who participate in any grievance meeting scheduled during the grievant's and/or grievance/bargaining committee member's regular working hours.

ARTICLE VIII STRIKES AND LOCKOUTS

Section 1. During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in, any picketing or demonstration on any of the Employer's premises, on any property adjacent thereto, or on any property on which an Employer facility is located or where the Employer performs or delivers its services, nor shall they cause, authorize or condone any strike (including a sympathy strike), work stoppage, interruption, sickout, sitdown, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 2. In the event of any conduct prohibited in Section 1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

Section 3. In the event of any conduct prohibited in Section 1 above, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers, agents and employees to be liable for damages, provided the Union, its officers, agents and employees, a) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, b) directs such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and c) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Three of the Grievance Procedure. Such grievances shall be filed with the Employer within three (3) work days after such discipline or discharge, except in extenuating circumstances beyond the control of the employee, in which event the employee must file a grievance as soon as he is

physically able to do so. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Employer's employees prohibited under Section 1 above, or because of the actions of employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE IX SPECIAL CONFERENCES

Section 1. Special Conferences may be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure. Such conferences shall be subject to mutual agreement of the Employer and the Union and shall be scheduled and held in a timely manner.

Section 2. Arrangements for such conferences shall be made in advance and an agenda of the specific matters to be taken up at the meeting shall be presented prior to the conference including a time limit placed upon the length of each meeting.

Section 3. Actions taken pursuant to Special Conferences shall in no way change or alter any of the provisions of the parties' Collective Bargaining Agreement or the rights of either the Employer or the Union under the terms of this Agreement.

Section 4. Further, any matter or action discussed by the parties in Special Conferences shall not be deemed binding unless expressly set forth in writing through a Memorandum of Understanding that is signed by the Union and the Employer.

Section 5. The Employer and Union hereby agree to create a "Management Labor Relations Group." The Group shall be comprised of a mutually agreed upon number of union and management employees starting with four each. The Group shall meet at a mutually convenient time following implementation of this contract. The Group shall develop procedures for the Group within a reasonable time following the first meeting.

ARTICLE X PROBATIONARY EMPLOYEES

Section 1. A new employee in the bargaining unit shall be considered a probationary employee for the first one hundred eighty (180) calendar days of his employment since his last date of continuous hire or entry into the bargaining unit. After an employee has satisfactorily completed his probationary period, he shall be entered on the seniority list and credited with seniority from his last date of continuous hire.

Section 2. The decision to discipline, discharge, and/or decide whether or not an employee successfully completes his probationary period shall vest exclusively in the Employer and shall not be subject to the grievance and arbitration procedures of this agreement.

Section 3. The Employer shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the one hundred eighty (180) calendar day probationary period.

ARTICLE XI SENIORITY

Section 1. Seniority shall be defined as a regular full-time or regular part-time employee's length of continuous service with the Employer since his last day of hire. If two or more employees are hired on the same date, the employee with the highest social security number shall have the higher seniority. A separate Seniority List shall be established for part-time employees based upon their date of hire and used for promotion and layoff between other part-time employees. For all other purposes, the part-time employee's length of continuous service shall be prorated based upon the hours the employee actually works or receives straight time pay. (For the purpose of this provision, 173 paid straight time hours shall constitute one (1) month.)

Section 2. An employee shall lose seniority and his employment shall be terminated for any of the following reasons:

- (a) The employee quits.
- (b) The employee is discharged for cause and is not reinstated through the Grievance Procedure.
- (c) The employee has been on layoff for the length of his seniority or three (3) years, whichever is shorter.
- (d) The employee does not report for work from a layoff within five (5) working days after being notified by the Employer at the last address shown in the Employer's record by certified mail, with a copy to the Union's Unit President.
- (e) The employee fails to report to work on the first day following expiration of a leave of absence, unless the employee's failure to report was the result of an emergency, in which event the employee must report as soon as he is physically able to do so.
- (f) The employee is employed elsewhere during a leave without approval of the Employer.

(g) An employee is absent for two (2) consecutive working days without notifying the Employer, unless the employee's failure to provide such notice was due to an incapacitating condition in which event the employee must provide such notice as soon as he is physically able to do so.

(h) An employee is on a medical or disability leave of absence for more than two and one-half (2-1/2) years. If an employee goes on a leave of absence within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.

(i) An employee is on workers' compensation for more than three (3) years.

Section 3. Where possible, the Employer will endeavor to provide employees with seven (7) days advance written notice of layoff. In the event of layoff, the first employees to be laid off within each bargaining unit classification shall be on-call employees, temporary employees, and then probationary employees. Thereafter, the next to be laid off in the affected classification shall be those employees with the least amount of seniority, provided, however, the senior employees being retained have the necessary training, experience, qualifications, skill, and ability to perform the required work efficiently.

Section 4. Full-time and regular part-time employees to be recalled from layoff shall be recalled within their respective classifications on the basis of seniority, most senior first, provided they are qualified in all respects to perform the available work. The Employer agrees to discuss any recall not based on seniority with the Union. The Employer shall notify employees to be recalled by certified mail at the employee's last known address.

Section 5. Employees who are laid off or displaced will be allowed to bump into another job in an equal or lower pay grade for which they have the seniority and the qualifications. The qualifications are defined as the necessary training, experience, skill and ability to perform the required work efficiently.

Section 6. The Employer shall supply all laid off employees with a list of positions that they could bump into. The Employer also agrees to notify all laid off employees of any new job openings for which they qualify.

Section 7. The Employer will post a notice of job vacancy on the bulletin board giving all employees an opportunity to make application for the job by filing the appropriate application forms. All employees who are on sick, or workers' compensation, or other form of leave at the time of posting shall be eligible to apply. Such notice shall be posted for a period of at least seven (7) working days. The job posting notice will show the classification and rate of a job vacancy. During the bidding period, the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a change of classification may be given up to thirty (30) days to demonstrate he is able to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, or wishes to withdraw from said job, he shall be

returned to the previous or an equal vacant position without loss of seniority.

Section 8. The Union will be notified of any testing procedures used by the Employer in filling job postings.

Section 9. Shift Transfers – in the event that a shift or schedule change becomes available, the Employer shall post on Union bulletin board for seven (7) days and provide an opportunity for all bargaining unit members to submit a letter of interest. All such transfers shall be based on seniority and compliance with the Employers gender policy.

Section 10. When an employee is away from work for one month or more on any approved leave, the shift and hours will be offered by seniority to the most senior person first.

Section 11. When an employee returns to work from any approved leave, the employee shall be returned to the previous shift and grade assigned.

ARTICLE XII DISCIPLINARY PROCEDURE

Section 1. Just Cause. Seniority employees will be disciplined only for just cause and within a reasonable time period not to exceed two months from the time the employer has actual knowledge of the event and a reasonable understanding of the behavior in question.

Section 2. Union Representation. If an employee requests the presence of a unit griever during an investigation of misconduct which the employee reasonably believes may result in that employee being disciplined, the Employer shall hold in abeyance further questioning of the employee until the unit griever is present.

Section 3. Examination Of Personnel File. Employees may examine and copy their own individual personnel files at reasonable times. The County may assess a reasonable charge for this service.

Section 4. Grievances Protesting A Suspension. Grievances relating to the suspension of an employee shall be initiated by the Union at the third step of the grievance procedure within ten (10) workdays of the employee's suspension.

Section 5. Grievances Protesting A Discharge. Grievances relating to the discharge of an employee shall be initiated by the Union at the third step of the grievance procedures within ten (10) workdays of the employee's discharge.

Section 6. Personnel File. All records of disciplinary action against an employee shall be deleted from the employee's personnel file after three (3) years.

ARTICLE XIII
WORK RULES AND REGULATIONS

The Employer shall have the right to make, modify (including the elimination of same) and enforce reasonable rules and regulations relating to employee conduct. Such rules shall be observed by all employees. Employees who fail to abide by the Employer's rules and regulations shall be subject to discipline, up to and including termination. Employees will be notified when Policy and Procedure manuals are updated.

ARTICLE XIV
WORK BY SUPERVISORS AND OTHER
NON-BARGAINING UNIT EMPLOYEES

Supervisors and other non-bargaining unit employees shall be permitted to perform bargaining unit work without restriction. By way of illustration but not by way of limitation, such persons may perform bargaining unit work:

- (a) to perform necessary work when difficulties are encountered on the job.
- (b) to fill-in where regular employees in any classification and/or any given shift do not report for work or are not available.
- (c) to instruct or train employees.
- (d) to do experimental work on a new job.
- (e) to supplement or augment the workforce.

ARTICLE XV
JOB CLASSIFICATIONS

Section 1. The jobs covered by this Agreement have been categorized according to qualifications required, and the degree of responsibility, complexity, effort and skill of the duties associated with the jobs. The Employer and the Union agree upon and accept the job classifications in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

Section 2. In the event the Employer creates a new job classification or changes an existing job classification in the Bargaining Unit, the Employer shall notify the Union of the new or revised job and its pay rate. If requested within ten (10) working days after such notification, the Employer shall meet with the Union to discuss the pay rate of the new or revised job classification. If, following such a discussion, there is a dispute as to the pay rate for the new or revised job classification, such dispute shall be an appropriate matter for a grievance initiated at

the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator he shall use as the basis for his decision, the complexity, responsibility, effort and skill of the new or revised job as compared to other jobs in the Bargaining Unit.

Section 3. Cross Training. Full-time and part-time youth development workers shall be cross trained for detention and day treatment assignments and eligible for transfer from one program to another as shifts come open.

ARTICLE XVI HOURS OF WORK

Section 1. Workweek Defined. For the purposes of computing the pay of employees, the workweek shall consist of seven (7) calendar days commencing at 12:01 a.m. on Saturday and ending the following Friday at 12:00 midnight. The Employer shall determine each employee's hours of work and work schedule.

Section 2. Overtime.

(a) Employees shall receive overtime compensation or compensatory time off in accordance with applicable state and federal law. If an employee is required to work over eight (8) hours in a workday, the Employer may, at its discretion, give the employee compensatory time off within the applicable workweek on an hour-for-hour basis for the purpose of avoiding working the employee in excess of forty (40) hours in the workweek.

(b) There shall be no duplication or pyramiding of overtime pay.

(c) The Employer reserves the right to fill vacancies by using part-time and on-call employees; however, in the event that overtime becomes necessary, a rotational overtime call-in list shall be established utilizing regular full-time employees.

(d) For the purpose of computing overtime, any paid leave time off shall count as time worked.

(e) The Therapist position shall be "exempt" as defined by FLSA and not subject to the overtime provision of this agreement.

(f) Time spent on preparation of transcripts by court recorders or reporters shall not be included in computation of hours worked for purposes of computing overtime. Staff is expected to complete transcripts outside of normal works hours unless otherwise directed by the Employer.

Section 3.

(a) An employee called in during unscheduled hours in the normal work day shall be allowed to work at least two (2) hours at the employee's discretion and paid at the applicable

rate. Staff meetings and/or training, call-ins less than two (2) hours before the start of the employee's regular shift, or the extension of less than two (2) hours after the end of the employee's regular shift are not included for purposes of this section.

(b) Mandatory stay over to the next shift, while awaiting a replacement, will be done by starting with the most senior person on that shift on a voluntary basis. If the position is not filled, the least senior person on that shift will be required to fill the position. The policy of maintaining one full-time employee on all shifts and the Employer's gender policy will be continued.

Section 4. For scheduled leave and unplanned absences, each on-call worker will be offered two shifts per week, after which part-time employees will be asked to fill in for employees who are absent. On-call employees will again be contacted if part-time employees are not available.

Section 5. Shift employees will be allowed to trade up to one shift per pay period with other employees provided however that the shift does not result in overtime.

ARTICLE XVII COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2.

Employees shall receive

- Effective 01/01/2007, employees shall receive a 1% increase in base pay.
- Effective 01/01/2008, employees shall receive a 3% increase in base pay.
- Effective 01/01/2009, employees shall receive a 2% increase in base pay.
- Effective 01/01/2010, employees shall receive a 2% increase in base pay.
- Effective 01/01/2011, employees shall receive a 3% increase in base pay.

Section 3. Base Wages.

Upon ratification, employees shall be compensated at the rate specified in the O. William Rye Study completed July 2003, as implemented as specified below, and as provided for in Appendix B of this agreement.

Upon completion of one year's service at the Start Rate in that salary grade, the employee shall advance to the next step, if his performance has been satisfactory or above during the preceding period. Employees shall thereafter advance to each successive step of the salary

schedule after completing the period of service indicated for each such step until they reach the maximum step of their pay grade, provided their performance is rated satisfactory or above by the Employer.

Section 4. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies.

(a) If an employee is promoted to a classification in a higher pay grade, his base salary shall be increased to the rate specified for that step of the new classification which will result in an annual base salary increase of at least \$250.00 above the base salary he was last paid in his former position.

(b) If an employee transfers to a classification in the same pay grade, his base pay shall remain the same.

(c) If an employee transfers to a classification in a lower pay grade, he shall be placed at the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer and his base rate reduced accordingly.

(d) An employee who is temporarily assigned to, and required to do the essential duties of a position in a higher pay grade for a period of four (4) consecutive hours or longer shall, for the duration of such temporary assignment, receive the rate of pay for the lowest step within the new grade which assumes a \$250 annualized increase. All such assignments shall be in writing.

Section 5. Transfers From Full-Time to Part-Time Status. A full-time employee who transfers from full-time to part-time status shall forfeit all eligibility for insurance benefits and all other fringe benefits not payable to part-time employees, effective with the date of said transfer.

Section 6. Transfers from Part-Time to Full-Time Status. An employee who transfers from part-time to full-time status shall have his hours worked as a part-time employee equated to full-time service for purposes of placing him on the appropriate step of the salary schedule and determining the date on which his insurance benefits will commence. All other fringe benefits shall commence effective with the date of the employee's transfer to full-time status. For purposes of equating part-time to full-time service, eight (8) hours worked shall constitute one (1) workday and 2,080 straight-time hours worked shall constitute one (1) year of full-time service.

Section 7. Wage Shortages. If there is a shortage in an employee's pay, it shall be corrected in the next paycheck provided the employee reports the error on or before Thursday of the week preceding the week in which the paycheck is to be issued. Errors reported after said Thursday will be corrected in the next succeeding paycheck.

Section 8. Wage Overpayments. Wage overpayments shall be subject to collection by the Employer in accordance with the provisions of law, including involuntary withholdings from an employee's pay.

Section 9. Shift Premium. Employees working the midnight shift shall receive a \$.50 per hour shift premium over and above their regular pay. Employees of 24 hour facilities working on any shift other than the midnight shift between 10:00 p.m. Friday and 10:00 p.m. Sunday shall receive a \$.25 per hour shift premium over and above their regular pay.

Section 10. Pager Premium. Regular full-time Juvenile Probation Officers who are required to carry a pager after their regular work hours, shall receive forty (40) hours of leave time annually which shall be credited on January 1 of each subsequent year.

ARTICLE XVIII LONGEVITY PAY

Section 1. Employees who were hired on or after November 2, 1993, shall not be eligible for longevity pay. All regular full-time employees who were hired on or before November 1, 1993, and who have completed five (5), ten (10), fifteen (15), or twenty (20) years of continuous non-interrupted service with the County, shall receive annual longevity payments based on the following schedule:

Upon completion of five (5) years of continuous service, 1% of their annual base salary.

Upon completion of ten (10) years of continuous service, 3% of their annual base salary.

Upon completion of fifteen (15) years of continuous service, 5% of their annual base salary.

Upon completion of twenty (20) years of continuous service, 7% of their annual base salary.

Section 2. Annual base salary shall mean the employee's base salary that is in effect on the last payroll period preceding the employee's anniversary of employment.

Section 3. Longevity payments earned by full-time employees shall be paid on the first pay period following the employee anniversary of hire date and shall be taxed in accordance with current Internal Revenue Service guidelines governing supplemental wage withholding.

Section 4. Employees who leave employment by reason of resignation, retirement, death of an employee, layoff, disability, or any other reason, prior to their anniversary of hire date, shall not receive pro-rated longevity payments.

Section 5. Employees whose jobs are eliminated because of automation, or for any other reason, prior to their anniversary of hire date, shall not receive pro-rated longevity payments.

ARTICLE XIX
HOLIDAYS

Section 1. The Employer recognizes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24, Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 2. The holiday period shall extend from 6:00 a.m. the day of the holiday until 6:00 a.m. the next day.

Section 3. Regular full-time employees shall receive eight (8) hours of straight time pay as holiday pay for designated holidays.

Section 4. Regular part-time employees shall receive holiday pay only when the holiday falls on one of their regularly scheduled workdays and only for their regularly scheduled work hours.

Section 5. Employees shall receive time and one-half in addition to holiday pay for working a designated holiday. Extra holiday work will be offered first to regular full-time and then regular part-time bargaining unit employees at the time and one-half rate.

Section 6. Regular full-time shift employees who work the holiday will have the option of receiving eight hours leave in lieu of holiday pay to be banked for future use.

Section 7. Employees requesting time off on a holiday will be granted such request, subject to maintaining adequate staffing and will not have to use annual leave time. The employee will receive pay per Section 3 of this Article.

ARTICLE XX
INSURANCE

Section 1. Hospitalization.

(a) For employees hired on or before July 31, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired on or before July 31, 2003, shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250 and PPO6. The cost for such purchase during the year 2007 shall be the amounts in Appendix C. The amount will be adjusted on January 1 of each subsequent year of the contract. The adjustment will be based upon the percentage increase in total premiums charged to the Employer by Blue Cross-Blue Shield for its active employees. The amounts in Appendix C will then be increased by that percentage.

For employees hired after July 31, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired after July 31, 2003, shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250, PPO6 and PPO4. The cost for such purchase during the year 2007 shall be the amounts in Appendix D. The amount will be adjusted on January 1 of each subsequent year of the contract. The adjustment will be based upon the percentage increase in total premiums charged to the Employer by Blue Cross-Blue Shield for its active employees. The Amounts in Appendix D will then be increased by that percentage.

(b) To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Personnel Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period, unless the employee presents verifiable proof of having lost alternate coverage through another source. Subject to carrier approval, employees who have lost medical coverage through another source shall be permitted to immediately enroll in the Employer's medical plan.

(c) Except as otherwise expressly provided in this Agreement, when on an authorized

unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group medical benefits shall automatically terminate on the last day of the current month after the effective date of the unpaid leave of absence.

(d) Except as otherwise provided under COBRA or this Agreement, an employee's group medical benefits coverage shall terminate on the date the employee goes on leave of absence, terminates, retires, the group medical benefits plan terminates, or on the 30th day following the date that the employee is laid off. Upon return from a leave of absence or layoff, an employee's group medical benefits coverage shall be reinstated commencing with the billing month following such return.

(e) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.

(f) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

(g) To be eligible for health insurance coverage as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

(h) The Employer's responsibility to pay for any of the foregoing group medical benefits shall terminate as of the expiration date of this Agreement.

(i) Employees who elect to opt out of the health insurance plan shall receive payments of \$150.00 per month if they can provide evidence of health insurance elsewhere.

Section 2. Dental Insurance.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee, and his eligible dependents with Blue Cross-Blue Shield CR25 50/50 dental care insurance benefits.

(b) The dental care benefits set forth above shall commence on the first day of the month following the employee's thirtieth (30th) day of continuous employment, subject to the terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions pertaining to coverage are as stated in the Employer's policies or in its insurance policy.

(c) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's

designated Personnel Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from participating in such benefits plan until such time as he enrolls and makes proper application during an open enrollment period.

(d) Except as otherwise provided under COBRA or this Agreement, an employee's dental care benefits coverage shall terminate on the date the employee is laid off, goes on leave of absence, terminates, retires or the dental care benefits coverage terminates. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the billing month following such return.

(e) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.

(f) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

(g) The Employer's responsibility to pay for any of the foregoing dental care benefits shall terminate as of the expiration date of this Agreement.

Section 3. Life and Accidental Death and Dismemberment Insurance.

(a) The Employer will provide the Life and Accidental Death and Dismemberment Insurance Benefits presently in effect for all regular, full-time seniority employees covered by this agreement in the amount of \$50,000.

(b) Coverage shall commence on the first day of the month following the employee's thirtieth (30th) day of continuous employment.

(c) The foregoing description of benefits represents only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.

(d) To qualify for the group term life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Personnel Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits coverage. An employee who declines coverage shall be required to execute a waiver of coverage.

(e) The Employer shall pay the cost of maintaining the above coverage for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence the

employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(f) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee terminates, retires, the group term life and accidental death and dismemberment benefits plan terminates, or on the 30th day following the end of the month that the employee is laid off. Upon return from a leave of absence or layoff, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the billing month following such return.

(g) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

(h) The Employer's responsibility to pay for any of the foregoing group term life and accidental death and dismemberment benefits shall terminate as of the expiration date of this Agreement.

Section 4. Short-Term and Long-Term Disability Benefits.

(a) The Employer shall continue to provide the following short-term and long-term disability benefits to regular, full-time seniority employees:

Short-term Disability Plan

- Waiting Period - 7 calendar days
- Percentage of Pay - 66-2/3% of gross pay
- Maximum Monthly Benefit Amount - \$3,000.00 per month
- Maximum Period of Benefits - 6 months

Long-Term Disability Plan

- Waiting Period - 6 months
- Percentage of Pay - 66-2/3% of gross pay
- Maximum Monthly Benefit Amount - \$3,000.00 per month
- Maximum Period of Benefits - 2 years

(b) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.

(c) The Employer shall pay the cost of maintaining the above coverage for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's short-term disability benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(d) An employee's short term disability benefits plan shall terminate on the date the employee is laid off, goes on leave of absence, terminates, retires, or the short term disability benefits plan terminates. Upon return from a leave of absence or layoff, an employee's short term and long-term disability benefits plan shall be reinstated commencing with the billing month following such return.

(e) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

(f) The Employer's responsibility to pay for any of the foregoing short-term disability benefits shall terminate as of the expiration date of this Agreement.

Section 5. Workers' Compensation. The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE XXI RETIREMENT

Section 1. Normal Retirement. All regular full-time employees shall continue to be covered under the Midland County Employees' Retirement System, subject to such terms and conditions in effect on the date this Agreement takes full force and effect. The multiplier for members of the bargaining unit shall be two and one-quarter percent (2.25%).

An employee shall become eligible for full retirement benefits upon accumulation of eighty-five (85) "points" (age plus years of service).

Employees hired after January 1, 2007 shall not be eligible to participate in the Midland County Employees Retirement System (Defined Benefit Plan). Said employees shall participate in the new Defined Contribution Plan. At the beginning of the employee's service, they will be allowed to select one of the following contribution plans: The employee may deposit three (3)

percent of base pay, and the Employer will deposit an additional five (5) percent of base pay. Or the employee may elect to make no deposit in which case the Employer will deposit two (2) percent of base pay.

All employees who are not vested with eight (8) or more years of service on January 1, 2007 may elect to opt out of the Defined Benefit Plan. If an employee elects to opt out of the plan, they will receive their prior contributions, plus interest, plus \$1,000 for each year of service, all or a portion of which may be deposited to the Defined Contribution Plan. The employee may elect to receive these funds outside of the Defined Contribution Plan. All employees who opt out of the Defined Benefit Plan will then have the right to participate in the Defined Contribution Plan as described above. The payments will not be included in final average compensation. This option must be exercised no later than March 30, 2007.

Section 2. Early Retirement. If any other county employees or group of employees within the county is offered an early retirement window, the same offer shall be made to members within this unit.

Section 3. Retiree Health Care Insurance. Employees hired after January 1, 2007 shall not be eligible to participate in the Retiree Health Care Plan. For all others, the Employer will pay the cost of Blue Cross/Blue Shield MVF-1, Hospital Medical, Surgical Insurance with the following riders: FAERC, D.45 NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in Part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complementary Coverage Option-1 or its equivalent coverage. The Employer shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions:

The Employer shall pre-fund the retiree health care program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying retiree health care premiums. The Employer shall annually budget sufficient funds to contribute to the "Retiree Health Care Fund," based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums. One percent (1%) of each employee's biweekly base pay shall be deducted from each employee's pay for deposit into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse. If the employee quits or leaves employment with the Employer for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the "Retiree Health Care Fund," along with accumulated interest thereon as determined by the Employer.

A retiree's spouse who is covered by health care benefits from the spouses' employer shall not be allowed to participate in the Employer sponsored retiree health care program.

A retiree and spouse shall be allowed to participate in the retiree health care plan benefit, provided they meet the following requirements:

- (a) The recipient must be an active retiree of the Employer and must be receiving

monthly retirement benefits pursuant to the Midland County Retirement System.

(b) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

(c) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance. In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19, or age 25 if they are enrolled in a University.

(d) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to retiree health care benefits for the employee and their spouse. The Employer shall pay 100% of the health care premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference. The Employer shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's health care premiums for each year of service in excess of ten (10) years of service for retiree health care.

ARTICLE XXII
PAID ANNUAL LEAVE DAYS

Section 1. All full-time non-shift employees covered by this Agreement shall be entitled to annual paid leave days in one-hour increments or greater, at their base pay rate by step and grade on the basis of the following schedule:

Employees Hired On Or Before November 15, 1993

<u>Length of Service</u>	<u>Leave Entitlement</u>
After 1 year	22 working days
After 5 years	26 working days
After 10 years	29 working days
After 15 years	30 working days

Employees Hired On Or After November 15, 1993

After 1 year	15 working days
After 5 years	19 working days
After 10 years	22 working days
After 15 years	23 working days
After 20 years	24 working days

Section 2. Regular part-time employees shall be entitled to prorated annual paid leave days at their base pay rate by step and grade based upon their normal work schedule. For purposes of computing a part-time employee's prorated paid leave entitlements, eight (8) hours worked shall constitute one (1) work day and 2,080 hours worked at straight time shall constitute one (1) year of service.

Section 3. Employees may carry over a maximum of ten (10) days from one fiscal year to the next.

Section 4. Any employee requesting four (4) days or more in a given week shall have priority over any employee who has previously received approval by the Employer for less than four (4) days off in that workweek. The use and scheduling of leave days is subject to the prior approval of the Employer. The procedure for scheduling leave days shall be as follows: The employee shall submit a written request not less than ten (10) days prior to commencement of the leave. (Leaves may be scheduled on shorter notice only with the express approval of the Employer. Such approval shall not be unreasonably denied.) The request shall be in writing and give the beginning and ending dates of such requested leave. The Employer shall grant or deny such request, in writing, within five (5) days of receipt of such request. Use of more than twenty (20) consecutive days or bank time takes express approval of the Employer.

Section 5. Notwithstanding the foregoing, the Employer may permit employees to use annual leave days for the employee's illness or injury, the illness or injury of a family member of the employee, or a personal emergency, upon appropriate notification to the employee's supervisor. Excessive use of annual leave for these purposes shall be subject to such rules and regulations as the Employer may desire to establish for certification of the employee's illness or injury, or subject the employee to disciplinary action as the Employer may deem appropriate in the circumstances.

Section 6. When an employee voluntarily quits with two (2) weeks' notice, he shall be paid for all unused annual leave time (excluding all banked sick leave time which shall be forfeited).

Section 7. In the event of death or retirement of an employee, the employee or his/her estate shall be paid for all unused annual leave time (excluding all banked sick leave time which shall be forfeited).

Section 8. Employees may cash banked leave time during periods of layoff in ten (10) day or less blocks every two (2) weeks by written request to the Employer.

Section 9. First year employees shall be eligible to use earned annual leave after three (3) months of service.

ARTICLE XXIII
UNPAID FAMILY AND MEDICAL LEAVE

Section 1. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Section 2. Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- (a) for the birth of a son or daughter of the employee and to care for such child.
- (b) for the placement of a child with the employee for adoption or foster care.
- (c) to care for a spouse, child, or parent of the employee if the former has a serious health condition, or
- (d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

Section 3. The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Section 4. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Section 5. The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave

under Section 2(c) or 2(d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under Section 2(d) above is extended beyond twelve (12) weeks, the employee shall pay the full cost of maintaining coverage under any group health plan for the period of such extended leave.

Section 6. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him unable to perform the functions of his position, the employee is first required to exhaust all accrued paid time off. Upon exhaustion of all but ten (10) days paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

Section 7. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Section 8. Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care of his child or spouse who is suffering from a serious health condition.

Section 9. An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

Section 10. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his spouse, child or parent, should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

Section 11. If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that the employee is needed for such care.

Section 12. A leave taken under Section 2(a) or 2(b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Section 2(c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

Section 13. An employee on an approved FMLA leave must keep the Employer informed regarding his status and intent to return to work upon conclusion of the leave.

Section 14. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under Section 2(c) or 2(d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

Section 15. The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993. To the extent that any are in conflict with the provisions of the Act, the provisions of the Act shall control. Any terms used herein will be as defined in the Act.

ARTICLE XXIV OTHER LEAVES OF ABSENCE

Section 1. Personal Leave Days. All regular full-time seniority employees shall be provided three (3) paid personal days per year, subject to such terms, conditions, restrictions, and limitations applicable to such time off that was in effect as of January 1, 1996. Any such days that are not used by the end of the Employer's fiscal year shall be forfeited.

Section 2. Personal Leave of Absence. Any employee desiring a personal leave of absence from his employment shall secure written permission from the Employer. Leaves of Absence of up to thirty (30) days without pay may be granted subject to the availability of an adequate replacement. Any such requests must be in writing and submitted five (5) work days prior to the date of anticipated absence. Extensions of said leaves may be approved for an additional period of thirty (30) days at the discretion of the Employer. All insurance coverage shall be continued during a personal leave.

Section 3. Union Leave. Members of the Local Union elected to or selected for International Union positions, which take them from their employment with the Employer, shall at the written request of the International Union, be granted leaves of absence without pay, for a period not to exceed one (1) year so long as adequate staffing can be maintained. Said leave shall be renewable for one (1) additional year.

Members of the Local Union called upon to perform services on behalf of the Union shall be granted leaves of absence of one (1) day to two (2) weeks without pay while on bona fide Union business, subject to the written notification by the International Union provided adequate staffing will be maintained.

Health, dental, optical, and life insurance benefits shall be continued for the first thirty (30) days of a Union leave of absence. The continuation of coverage after said thirty (30) days shall be at the employee's expense.

Section 4. Military Leave. An employee on the seniority list inducted into the armed forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act, or a similar Federal Law in the time of national Emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall, upon termination of such service and consistent with such Act, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's physician, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date he is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer assume any duties or obligations, monetary or otherwise, other than those duties and obligations specifically set forth under applicable federal law.

Section 5. National Guard or Reservist Training. Employees will be granted leaves of absence with pay and benefits for training in the National Guard or Reserves. The employee must remit to the Employer any payment received for performance of this duty. All insurance coverage shall be continued during the period of said leaves.

Section 6. Bereavement Leave.

(a) When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, mother-in-law, father-in-law, grandparent, parent or grandparent of a current spouse, child, brother or sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, the employee, on request, will be excused with pay for any of the first (3) normal scheduled working days immediately following the date of death.

Such leave must be taken at the time of the funeral or service, unless prior arrangement is reached with supervision to delay a portion of such leave for activities related to the death. Unrelated uses of this time are not condoned and may be subject to disciplinary action.

(b) An employee excused from work under this Section shall receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working during straight time hours on such scheduled days of work for which he was excused.

(c) In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) normally scheduled workdays shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore

stated in this Section.

(d) In the event of death of an employee's aunt, uncle, nephew, niece, cousin, or great grand-parent one (1) day's paid leave will be allowed subject to the terms and conditions heretofore stated in this Section.

(e) Other benefits shall continue to accrue and be paid as provided in this Agreement when an employee is on Bereavement Leave.

Section 7. Jury Duty/Witness Leave.

(a) Employees shall be granted a leave of absence with pay when they are required to report for jury duty on a regularly scheduled workday.

(b) Employees shall be paid the difference between their jury duty compensation and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer, less mileage allowance.

(c) Employees required, whether by the Employer or any other public agency, to appear before a court or such agency on any matters related to their work for the Employer and in which they are personally involved shall be granted a leave of absence with pay for the period during which they are required to be absent from work by reason of said appearance. Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over witness fees to the Employer, less mileage allowance.

(d) Employees who are dismissed from court service must report to work for the balance of the day, unless at the time of their dismissal there are less than four (4) hours remaining in the workday.

(e) Employees working 10:00 p.m. to 6:00 a.m. who spend more than four (4) hours in jury duty the morning of their regularly scheduled shift, shall not be required to report that evening. If an employee spends less than four (4) hours in jury duty the morning before their regularly scheduled shift, they shall be required to report that evening.

Section 8. Procedure for Leaves.

(a) An employee must submit a letter of application to his Supervisor prior to the start of any leave, except Bereavement Leave, for which advance notice is not required.

(b) Employees must notify the Supervisor in writing prior to any contemplated change in an approved leave date. Any change in such leave date must be mutually agreed upon.

(c) Before an unpaid leave of absence is granted, the employee will be required to

utilize any accumulated vacation days.

ARTICLE XXV
MISCELLANEOUS BENEFITS

Section 1. Mileage. The Employer agrees to pay mileage to all employees who are required to use their personal car for and while on Employer business. The mileage allowance shall be at the rate established by the Midland County Board of Commissioners. This rate shall be effective on the date this contract is signed and applied to the employee's mileage incurred after this date. The Employer may require proof of insurance for employees required to use their personal car on Employer business.

Section 2. U.S. Savings Bonds Deductions. The Court's designated payroll office shall provide for payroll deduction for the purchase of U.S. Savings Bonds and shall provide the necessary forms.

Section 3. Contracts. The Employer agrees to supply each member and new hire in the bargaining unit with one (1) copy of this Agreement within sixty (60) days after its execution by both parties or within one (1) week of being hired.

Section 4. Bulletin Boards. The Employer will furnish and maintain reasonable Union bulletin board space for exclusive use of the Union at locations where employees covered by this Agreement are employed. The board shall be used for the following subjects:

- (a) Union recreational, social and related news bulletins.
- (b) Scheduled Union meetings.
- (c) Information covering union elections or the result thereof.
- (d) Reports of official business of the Union, including reports of committees, local offices or the International.
- (e) Any other material which has been approved by the Local Union Chairman.

Section 5. Name, Address, and Telephone Changes. Employees shall notify the Employer of any change of name, address, and telephone number promptly and in any event within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on its records for all purposes involving the employee's employment and this Agreement.

Section 6. Drug and Alcohol Testing. In those instances where the Employer has reasonable suspicion to believe an employee has ingested or is otherwise under the influence of drugs or alcohol, the Employer may require employees to submit to drug and alcohol testing.

Section 7. No-Smoking. Employees covered by this Agreement shall be prohibited from smoking in facilities and vehicles owned or controlled by the Employer or the Midland County Board of Commissioners. Notwithstanding the foregoing, the parties agree that employees may smoke in areas designated by the Midland County Board of Commissioners for the period provided for in the Board's labor agreement with Teamsters Local 214 and under such other restrictions, terms and conditions as the Board shall deem appropriate.

Section 8. Breaks. Each employee shall be allowed two (2) fifteen (15) minutes breaks per shift. Breaks do not accumulate if not taken.

Section 9. Therapist Clinical Supervision. During any period in which a Therapist is employed under the terms of this agreement, the Employer reserves the right to provide appropriate Clinical Supervision of the Therapist, for licensing purposes, for the benefit of the Therapist or for the benefit of the Employer.

ARTICLE XXVI SCOPE OF AGREEMENT

Section 1. Agreement Binding. Any agreement reached between the Employer and the Union is binding upon the Union, the Employer and all employees in the bargaining unit who are affected by such agreement.

Section 2. Entire Agreement. This Agreement represents the entire agreement between the Employer and the Union, and supercedes and cancels all previous agreements, oral or written, or based on an alleged Employer past practice, relating to employees or any one or more of them covered by this Agreement, which were in effect prior to the date this Agreement becomes effective. This Agreement may be supplemented, amended, or modified at any time upon mutual consent of the parties; provided, however, any agreement or agreements which supplement, amend or modify this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section 3. Waiver of Bargaining During Agreement's Term. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 4. Severability. In the event that any provision of this Agreement shall at any

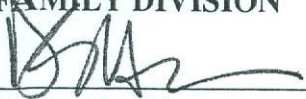
time be declared invalid or illegal by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision, and that provision only, shall be void and inoperative. However, all other provisions of this Agreement shall continue in force and effect. Within sixty (60) days of such final date from which an appeal of any judgment or decree voiding a provision of this Agreement may have but was not taken, the parties may, upon mutual consent, meet for the purpose of rewriting the voided and any other directly affected provisions, and those provisions only.

ARTICLE XXVII DURATION


This Agreement shall be effective January 1, 2007, and shall continue in full force and effect until midnight, December 31, 2011, and shall be automatically renewed thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to its expiration, notifies the other party, in writing, of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on its expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their signature to this Agreement at Midland, Michigan, this ____ day of _____, 200__.

**MIDLAND COUNTY PROBATE COURT/
42ND CIRCUIT COURT-
FAMILY DIVISION**



Dorene S. Allen,
Probate Court/42nd Circuit Court-
Family Division Judge



Jerome M.P. Kole
Trial Court Administrator

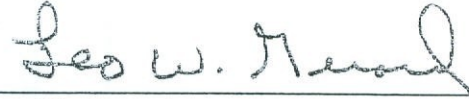


James A. Bradley
Chairman
Board of Commissioners




Suzanne V. Ault
Human Resources Director


**UNITED STEELWORKERS,
AFL-CIO•CLC**




Leo W. Gerard
International President



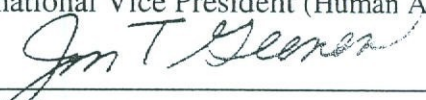
James D. English
International Secretary-Treasurer



Thomas M. Conway
International Vice President (Admin)



Fred D. Redmond
International Vice President (Human Affairs)



Jon T. Geenen
District 2 Director

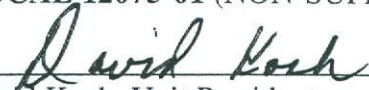


Daniel A. Nadolski
Sub-District Director



Kent Holsing
President, Local 12075


LOCAL 12075-01 (NON-SUPERVISORY)



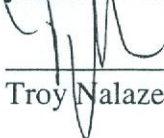
David Koch, Unit President



Roberta Peless, Committee



Michael Brandmaier, Committee



Troy Nalazek, Committee

APPENDIX A

<u>Classification</u>	<u>Grade</u>
Cook	C
Administrative Assistant to the Director of Public Guardian Services	F
Deputy Probate Register	F
Secretary-Family Division	F
Financial Officer	G
Juvenile Register/Recorder	H
Foster Home Coordinator	K (effective 1/1/2007)
Youth Development Workers	H
Surveillance Worker	G
Probate Register	J (effective 1/1/2007)
Juvenile Probation Officers	J
Therapist	L

Management agrees to undertake a job evaluation by O. William Rye for the position of Foster Home Coordinator and Probate Register and both parties agree to abide by the results.

2007

STEELWORKERS - PROBATE COURT

APPENDIX B

Salary Schedule 01/01/07

1% over previous year

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	18,399	19,361	20,374	21,437	22,558	23,737	24,979	26,284
B	19,685	20,713	21,796	22,936	24,135	25,396	26,724	28,121
C	21,051	22,151	23,309	24,528	25,811	27,160	28,579	30,073
D	22,497	23,673	24,911	26,213	27,582	29,025	30,542	32,138
E	24,104	25,364	26,689	28,085	29,553	31,098	32,723	34,434
F	25,903	27,258	28,683	30,183	31,759	33,421	35,168	37,005
G	27,639	29,084	30,604	32,204	33,888	35,659	37,524	39,539
H	29,632	31,182	32,811	34,527	36,331	38,231	40,229	42,386
I	31,930	33,599	35,356	37,203	39,149	41,195	43,348	45,669
J	34,549	36,354	38,255	40,255	42,359	44,573	46,904	49,356
K	37,121	39,061	41,102	43,251	45,513	47,892	50,395	53,028
L	39,772	41,850	44,038	46,340	48,763	51,311	53,994	56,817
M	42,343	44,557	46,885	49,336	51,916	54,630	57,485	60,489

2008

STEELWORKERS - PROBATE COURT

APPENDIX B

Salary Schedule 01/01/08

3% over previous year

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	18,951	19,942	20,985	22,080	23,235	24,449	25,728	27,073
B	20,276	21,334	22,450	23,624	24,859	26,158	27,526	28,965
C	21,683	22,816	24,008	25,264	26,585	27,975	29,436	30,975
D	23,172	24,383	25,658	26,999	28,409	29,896	31,458	33,102
E	24,827	26,125	27,490	28,928	30,440	32,031	33,705	35,467
F	26,680	28,076	29,543	31,088	32,712	34,424	36,223	38,115
G	28,468	29,957	31,522	33,170	34,905	36,729	38,650	40,725
H	30,521	32,117	33,795	35,563	37,421	39,378	41,436	43,658
I	32,888	34,607	36,417	38,319	40,323	42,431	44,648	47,039
J	35,585	37,445	39,403	41,463	43,630	45,910	48,311	50,837
K	38,235	40,233	42,335	44,549	46,878	49,329	51,907	54,619
L	40,965	43,106	45,359	47,730	50,226	52,850	55,614	58,522
M	43,613	45,894	48,292	50,816	53,473	56,269	59,210	62,304

2009

STEELWORKERS - PROBATE COURT

APPENDIX B

Salary Schedule 01/01/09

2% over previous year

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
A	19,330	20,341	21,405	22,522	23,699	24,938	26,243	27,614
B	20,681	21,761	22,899	24,097	25,356	26,681	28,076	29,544
C	22,116	23,272	24,488	25,769	27,117	28,534	30,025	31,595
D	23,635	24,871	26,171	27,539	28,978	30,494	32,087	33,764
E	25,324	26,647	28,039	29,506	31,048	32,672	34,379	36,176
F	27,214	28,637	30,134	31,710	33,366	35,112	36,948	38,877
G	29,038	30,556	32,153	33,834	35,603	37,463	39,423	41,540
H	31,131	32,760	34,471	36,274	38,169	40,165	42,265	44,531
I	33,546	35,299	37,145	39,085	41,130	43,279	45,541	47,980
J	36,297	38,194	40,191	42,292	44,502	46,828	49,277	51,853
K	38,999	41,037	43,182	45,440	47,816	50,315	52,945	55,711
L	41,784	43,968	46,266	48,685	51,230	53,907	56,726	59,692
M	44,486	46,812	49,257	51,832	54,543	57,394	60,394	63,550

2010

STEELWORKERS - PROBATE COURT

APPENDIX B

Salary Schedule 01/01/10

2% over previous year

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
A	19,717	20,747	21,833	22,972	24,173	25,437	26,768	28,166
B	21,095	22,196	23,357	24,578	25,863	27,215	28,638	30,135
C	22,559	23,737	24,978	26,284	27,659	29,105	30,626	32,227
D	24,108	25,368	26,695	28,090	29,557	31,104	32,729	34,439
E	25,830	27,180	28,600	30,096	31,669	33,325	35,066	36,900
F	27,758	29,210	30,737	32,344	34,033	35,814	37,686	39,655
G	29,618	31,167	32,796	34,510	36,315	38,213	40,211	42,370
H	31,754	33,415	35,161	37,000	38,933	40,969	43,110	45,421
I	34,217	36,005	37,888	39,867	41,953	44,145	46,452	48,939
J	37,023	38,957	40,995	43,138	45,392	47,765	50,263	52,890
K	39,779	41,858	44,045	46,348	48,772	51,322	54,004	56,825
L	42,620	44,847	47,192	49,659	52,255	54,985	57,861	60,886
M	45,375	47,748	50,243	52,869	55,634	58,542	61,602	64,821

2011

STEELWORKERS - PROBATE COURT

APPENDIX B

Salary Schedule 01/01/11

3% over previous year

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
A	20,308	21,370	22,488	23,661	24,899	26,200	27,571	29,011
B	21,728	22,862	24,058	25,316	26,639	28,031	29,497	31,039
C	23,235	24,449	25,728	27,073	28,489	29,978	31,544	33,193
D	24,831	26,129	27,496	28,933	30,444	32,037	33,711	35,473
E	26,605	27,996	29,458	30,999	32,619	34,325	36,118	38,007
F	28,591	30,086	31,659	33,315	35,054	36,889	38,817	40,845
G	30,507	32,102	33,779	35,545	37,404	39,359	41,418	43,642
H	32,707	34,417	36,215	38,110	40,101	42,198	44,403	46,784
I	35,243	37,085	39,025	41,063	43,211	45,469	47,846	50,408
J	38,134	40,126	42,224	44,432	46,754	49,198	51,771	54,477
K	40,973	43,114	45,367	47,739	50,235	52,861	55,624	58,530
L	43,899	46,192	48,607	51,148	53,823	56,635	59,596	62,712
M	46,737	49,180	51,750	54,455	57,303	60,298	63,450	66,765

COUNTY OF MIDLAND

2008 BC/BS monthly rates for Steelworker Probate employees hired on or before 8/1/2003

<i>Option</i>	<i>Traditional</i>	<i>PPO1</i>	<i>Tradition250</i>	<i>PPO6</i>	<i>PPO4</i>	<i>PPO8</i>
Family	427.63	234.35	114.88	93.72	0.00	N/A
2 person	348.84	191.87	89.93	76.48	0.00	N/A
1 person	157.65	86.88	40.65	34.59	0.00	N/A

Appendix C

COUNTY OF MIDLAND

2008 BC/BS monthly rates for Steelworkers Probate employees hired after 07/31/2003

<i>Option</i>	<i>Traditional</i>	<i>PPO1</i>	<i>Tradition250</i>	<i>PPO6</i>	<i>PPO4</i>	<i>PPO8</i>
Family	479.48	287.69	170.91	146.58	52.93	0.00
2 person	391.13	235.54	133.77	119.61	43.20	0.00
1 person	176.77	106.66	60.49	54.11	19.54	0.00

Appendix D

State of Michigan

Circuit Judges
Paul J. Ciulo
Jonathan E. Lauderbach
District Judges
John. H. Hart
Stephen P. Carras
Probate Judge
Dorene S. Allen



Jerome M.P. Kole
Trial Court Administrator
(989) 837-6595
(989) 837-6596 Fax
jkole@co.midland.mi.us

Midland County Courthouse
301 W. Main Street
Midland, Michigan 48640-5183

Letter of Understanding

This Letter of Understanding is between the Midland County Probate Court/42nd Circuit Court-Family Division and the United Steelworkers, AFL-CIO-CLC and its Local Union No. 12075-01:

It is hereby agreed that Appendix A to the Contract is modified to reflect the following 'grades,' due to the Rye Study agreed to in the current contract.

<u>Classification</u>	<u>Grade</u>
Probate Register	J
Foster Home Coordinator	K


This modification is effective January 1, 2007

October 12, 2007



Jerome Kole, Trial Court Administrator
For the Employer

October 12, 2007



David Koch
For the Union