



**AGREEMENT BETWEEN  
THE 38<sup>TH</sup> JUDICIAL COURT  
(FRIEND OF THE COURT)**

**AND THE**

**AND THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA, UAW, AND ITS LOCAL UNION,  
WEST SIDE LOCAL NO. 174**

**SEPTEMBER 25, 2007 THROUGH DECEMBER 31, 2010**



TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT .....	1
ARTICLE I PURPOSE AND INTENT .....	1
ARTICLE II RECOGNITION .....	1
• DEFINITIONS .....	1
ARTICLE III NON-DISCRIMINATION .....	2
ARTICLE IV UNION SECURITY .....	2
• UNION DUES OR SERVICE FEES .....	2
• CHECK OFF .....	2
• FAILURE TO COMPLY .....	3
• SAVE HARMLESS .....	4
• DISPUTES .....	4
ARTICLE V MANAGEMENT RIGHTS .....	4
ARTICLE VI REPRESENTATION .....	5
ARTICLE VII GRIEVANCE PROCEDURE .....	6
• ARBITRATION .....	7
ARTICLE VIII STRIKES AND LOCKOUTS .....	8
ARTICLE IX SENIORITY .....	9
• SENIORITY DATE/LIST .....	9
• LOSS OF SENIORITY .....	10
• SUPERSENIORITY .....	10
• TRANSFERS .....	11
ARTICLE X REDUCTION IN THE WORKFORCE .....	11
ARTICLE XI JOB VACANCIES AND JOB BIDDING .....	12

ARTICLE XII TEMPORARY TRANSFERS .....	13
ARTICLE XIII WORK BY NON-BARGAINING UNIT EMPLOYEES .....	14
ARTICLE XIV NEW OR REVISED JOB CLASSIFICATIONS .....	14
ARTICLE XV COMPENSATION .....	14
• PAY PERIODS .....	14
• LUMP-SUM .....	15
• BASE WAGES .....	15
• LONGEVITY .....	15
• PAY ADJUSTMENTS FOR PROMOTIONS .....	16
ARTICLE XVI HOURS OF WORK .....	16
• OVERTIME .....	16
• RELIEF PERIODS .....	17
• EQUALIZATION OF OVERTIME .....	17
ARTICLE XVII VACATION .....	17
• PERSONAL DAYS .....	18
ARTICLE XVIII HOLIDAYS .....	19
ARTICLE XIX INSURANCE .....	20
• VOLUNTARY WITHDRAWAL .....	22
• DENTAL .....	24
• VISION .....	25
• LIFE INSURANCE .....	26
• SHORT-TERM AND LONG-TERM DISABILITY.....	27
ARTICLE XX RETIREMENT AND RETIREE HEALTH CARE .....	28
ARTICLE XXI LEAVES OF ABSENCE .....	34
• FMLA .....	34
• SICK .....	37
• WORKERS' COMPENSATION .....	38
• PERSONAL LEAVE .....	38
• BEREAVEMENT .....	38
• JURY DUTY .....	39
• COURT LEAVE .....	39
• EDUCATION .....	39
• UNION .....	41
• MILITARY .....	41

ARTICLE XXII PERSONNEL FILES .....	41
ii	
ARTICLE XXIII WORK RULES AND REGULATIONS .....	42
ARTICLE XXIV HEALTH AND SAFETY .....	43
• SAFETY AND HEALTH HAZARDS .....	43
• EMPLOYEE ASSISTANCE PLAN .....	43
• VIDEO DISPLAY TERMINALS .....	43
• WASHROOM FACILITIES .....	43
• HEATING AND VENTILATING FACILITIES.....	43
• PHYSICAL EXAMS .....	43
• OFFICE INJURIES .....	44
ARTICLE XXV MISCELLANEOUS .....	44
• AUTHORITY OF SUPERVISION .....	44
• JOB DESCRIPTIONS .....	44
• UNION BULLETIN BOARDS .....	44
• TRAINING .....	45
• EMPLOYEE INFORMATION .....	45
• TOOLS AND EQUIPMENT .....	45
• MILEAGE ALLOWANCE .....	45
• ATTENDANCE .....	45
• UAW V-CAP .....	45
ARTICLE XXVI SCOPE OF AGREEMENT .....	46
ARTICLE XXVII DURATION .....	48
APPENDIX A WAGE SCHEDULE .....	49-50
APPENDIX B JOB CLASSIFICATIONS .....	51
APPENDIX C EMPLOYMENT RULES .....	52
APPENDIX D <u>LETTER OF UNDERSTANDING</u> RE: FLEX SCHEDULES OF EMPLOYEES ELECTED OR APPOINTED TO A UNION POSITION .....	55
APPENDIX E <u>LETTER OF UNDERSTANDING</u> RE: POSITION VACANCIES .....	57
MEMORANDUM OF UNDERSTANDING (DENTAL BENEFITS).....	58

## AGREEMENT

This Agreement, entered into this 25<sup>th</sup> day of September, 2007 between the 38th Judicial Circuit Court, hereinafter referred to as the “Court”, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.) and its Local Union, West Side Local 174, hereinafter collectively referred to as the “Union”.

### ARTICLE I PURPOSE AND INTENT

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual benefit of the 38th Judicial Circuit Court in its capacity as the Court, the employees, and the Union, for the benefit of litigants and children with domestic relations cases of the County of Monroe of the State of Michigan.

The parties recognize that the interest of the Court, the community, and the job security of the employees depend upon the Court’s and the employee’s ability to establish and render prompt, courteous and efficient service to the public. Accordingly, the Court and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

### ARTICLE II RECOGNITION

Section 1. Unit Description. The Court recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, of all full-time and regular part-time employees of the Friend of the Court, including Enforcement Specialists, Enforcement Aides, Client Service Coordinator, File Clerk, Investigators, Secretaries, and Maintenance Operators; but excluding the Friend of the Court, Assistant Friend of the Court, Attorney/Referee, Referee, Mediator, Special Prosecutor, Attorney for Friend of the Court, Office Manager, and all other employees.

#### Section 2. Definitions.

(a) Full-Time Employee. A full-time employee shall be defined as an employee who works a normal workweek of at least forty (40) hours.

(b) Regular Part-Time Employee. A part-time employee shall be defined as an employee who works a normal workweek of thirty-two (32) hours or less. Part-time employees shall not be entitled to retirement and retiree health benefits, insurance benefits, paid holidays, paid vacation, paid sick days, paid personal leave days, or any other fringe benefits provided under this Agreement. Upon attaining eighteen (18) months of continuous

service, part-time employees shall be entitled to prorated vacation, sick and personal days and no other fringe benefits.

(c) Temporary Employee. A temporary employee shall be defined as an employee who is employed for a period of limited duration. Temporary employees shall not be permitted to work beyond ninety (90) calendar days in any six (6) month period unless that temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave. A temporary employee is not subject to the terms of this Agreement.

(d) References to Gender. All references to employees in this Agreement designate members of both sexes, and wherever there are references to persons of one gender, they shall include persons of the other gender.

### ARTICLE III NON-DISCRIMINATION

The Court and the Union agree that there shall be no discrimination with respect to the hiring, transfer, promotion, layoff or other terms and conditions of employment of employees covered by this Agreement because of race, color, religion, gender, age, height, weight, marital status, disability, national origin or union membership.

### ARTICLE IV UNION SECURITY

Section 1. Union Dues or Service Fees. It shall be a condition of employment that all regular full-time employees of the Court covered by this Agreement and all regular full-time employees 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 conformance with state and federal law but in no event in excess of the regular monthly dues uniformly required for membership in the Union, on or before the thirtieth (30th) calendar day 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 2. Check Off.

(a) Regular full-time 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 Court), 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 Court 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 Court.

(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 Court 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 Financial Officer by the Court.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Court 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) All sums deducted by the Court shall be remitted to the Union's Financial Officer 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 Court. The Court shall provide the Union's Chief Steward with a copy of the above list at the time it provides said list to the Union's Chief Financial Officer.

(f) Once any funds are remitted to the Union by the Court, 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 Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

(g) The Court 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 3. Failure to Comply.

(a) A regular full-time employee who fails to tender to the Union either Union dues or service fees as above provided, shall be terminated by the Court, provided the following stipulations are adhered to:

(1) The Union shall notify the employee by certified or registered mail explaining that he or she 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 Court 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 Court at the end of the thirty (30) day period set forth in Section 3(a)(1) 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 Court 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 Court shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Court (unless otherwise extended by the Union and the Court), or he or she shall be terminated.

Section 4. Save Harmless. The Union shall indemnify, protect and hold harmless the Court 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 Court for the purpose of complying with the provisions of this Article.

Section 5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step Two.

## ARTICLE V MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Court, and its respective departments or divisions, is solely a responsibility of the Court, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Court, or any of its elected or appointed officials, by the laws and Constitution of the State of Michigan or the United States of America.

Section 2. Except as limited by the clear and express terms of this Agreement, the Court and its department heads, reserve the right to manage the Court's affairs efficiently and economically including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, and the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools,

equipment and materials, the discontinuance of any services, material or methods of operation, and the quantity and quality of service, the right to hire, to suspend, or to discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications, prescribe and assign job duties, and to adopt, revise and enforce working rules and regulations.

## ARTICLE VI REPRESENTATION

Section 1. For the purpose of negotiations and handling grievances and other matters relative to the administration of this Agreement, the employees shall be represented by a Committee consisting of two (2) members and the Chief Steward.

Section 2. The Committeepersons shall be elected in accordance with the Union's Bylaws. Any employee elected to the Committee must have at least one (1) year of service. Termination of an employee serving in this position shall automatically result in a vacating of such position and the Union may designate another employee to fill such vacancy on a temporary basis until a replacement is selected in accordance with the Union's Bylaws. The Court will recognize Alternate Committeepersons who shall function only when the regular Committeeperson is absent from the office.

Section 3. The Union shall furnish the Court with the names of the Committeepersons and their alternates, and no employee shall function in any such capacity until the Court has been notified, in writing, at least twenty-four (24) hours in advance of the designation of such persons as Committeepersons or their Alternates. Such list shall state the classifications assigned to each Committeeperson. Any changes in Union Committeepersons shall be reported to the Court, in writing, as far in advance as possible.

Section 4. No official of the Union, including Committeepersons, shall assume any management supervisory authority, nor advise nor direct employees to disregard the instructions of supervision.

Section 5. For the purpose of handling grievances, the employees shall be represented by a Committeeperson and the Chief Steward. No more than two (2) members of the Committee, including the Chief Steward, will be in attendance at any meeting. In the event the full management staff is present at any step of the grievance procedure or disciplinary action the Union reserves the right to have the full Committee present, or in the event that the three (3) person Committee has been involved in the grievance(s) then the full Committee shall be present. The Union will determine which members will attend. Committee members who attend meetings with the Court shall receive straight-time pay during the time of attendance at such meetings, when held during working hours.

Section 6. All Union Committeepersons shall have regularly assigned tasks to perform and the Union agrees that such Committeepersons will perform their regularly assigned work, except as may be provided for in the grievance procedure.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a disagreement arising under and during the term of this Agreement as to the interpretation or application of a specific provision of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If the employee or, in the case of a grievance directly affecting the Union or the entire bargaining unit, the Union does not initiate a grievance within the specified time limits, the grievance will be barred. In the event the Union fails to appeal a grievance from a decision at one Step of the grievance procedure to the next step within the time provided for doing so, the grievance shall be automatically moved to the next step. If the Court does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Court and the Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Union and the Court.

A grievance shall be presented in accordance with the following procedure:

STEP 1.

The Union, any employee, or a group of employees having a similar grievance, shall discuss the matter with their supervisor within five (5) days of the date of the occurrence giving rise to the grievance. The employee shall have the right to have a Committeeperson or the Chief Steward present during the discussion. A Committeeperson and the Chief Steward, upon request of the employee, shall be called by the Supervisor without undue delay and not to exceed thirty (30) minutes after the employee's request. The Committeeperson and/or Chief Steward shall be permitted to discuss the grievance with the employee involved, and to investigate the matter, if necessary, in order to establish the facts before taking the matter up with the Supervisor. The Supervisor and the employee and/or the Committeeperson and the Chief Steward, will attempt to resolve the grievance. The Supervisor shall inform the Chief Steward or Committeeperson in writing at the conclusion of the Step 1 meeting as to whether the grievance was satisfactorily resolved.

STEP 2.

If a satisfactory resolution of the grievance is not obtained at Step 1, the Chief Steward or Committeeperson involved shall reduce the grievance to writing and request a meeting with the Friend of the Court (or designee) within ten (10) working days of the conclusion of Step 1. Such meeting shall be held not later than five (5) working days after the filing of the written grievance with the Friend of the Court. At such time the Chief

Steward, the Committeeperson involved, the Supervisor and the Friend of the Court, or designee, shall attempt to resolve the grievance. The Friend of the Court, or designee, shall give the Chief Steward a written answer to the grievance within five (5) working days following the conclusion of the Step 2 meeting.

### STEP 3.

If the matter is not satisfactorily resolved at Step 2, the Chief Steward or Committeeperson involved may, within five (5) working days of receipt of the answer from the Friend of the Court, or designee, request a meeting of the Union's full Grievance Committee, the Human Resources Director, the Friend of the Court (or designees). The Union's International Representative and such other outside representatives may, as the Court or Union request, also be called in to assist in settling the grievance. The Friend of the Court shall give the Union's Chief Steward a written answer to the grievance within five (5) working days following the conclusion of the meeting.

### STEP 4.

#### ARBITRATION.

(a) If the matter is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after the Chief Steward receives the Friend of the Court's Step 3 answer. Concurrent notification of such appeal shall be provided to the County's Human Resources Director. Notification to the Human Resources Director shall be subject to the same time limitations 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 provision(s) of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step 3 disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Association's Demand for Arbitration is filed with the American Arbitration Association. The arbitrator shall have authority to issue a subpoena compelling a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Court and the Union.

The fees and approved expenses of the arbitrator shall be shared by the Union and the Court equally. Each party shall be responsible for compensating its own representatives and witnesses. The cost of any room or other facility needed for the arbitration shall be shared equally by the Court and the Union. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and the Chief Steward or Committeeperson, 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 and the Chief Steward or Committeeperson 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 condition 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, the decision of the arbitrator shall be final and binding upon the employee(s), the Union, and the Court.

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 the wages the employee would otherwise have earned at her base rate as set forth in Appendix A, less any unemployment or other compensation she may have received from a source of employment during the period in question.

(b) Grievances processed to arbitration may be withdrawn only upon written agreement of the Court and the Union.

(c) Any agreement reached between the Court and the Union under the grievance procedure, shall be binding upon the Court, the Union and the employee(s) specifically affected and cannot be changed by any individual.

(d) It is understood that all such time of Committeepersons shall be devoted exclusively to the prompt handling of legitimate grievances and shall not be abused by such employees. Therefore, the privilege of Committeepersons to leave their workstations after notifications to the Friend of the Court or designee, during working hours, without loss of pay, is limited to the processing of grievances under the grievance procedure.

## 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 strike (including a sympathy strike), work stoppage, interruption, sickout, sit-down, stay-in, slowdown, or any other restriction of work or interference with the operations of the Court.

Section 2. In the event of any conduct prohibited in Section 1 above, the Court 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 Union, its officers and agents shall, 1) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, 2) direct such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and 3) 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 Court 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 Two of the Grievance Procedure, provided a written grievance is filed with the Court within three (3) working days after such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5. The Court 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 Court's employees prohibited under Section 1 above, or of the actions of employees of another Court, such inability to work shall not be declared a lockout.

## ARTICLE IX SENIORITY

Section 1. Probationary Employees. A new employee shall be considered a probationary employee for ninety (90) calendar days from his last date of hire with the Friend of the Court. A probationary employee may be terminated by the Court for any reason and such termination shall not be subject to the grievance and arbitration provisions of this Agreement. The Court shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the ninety (90) calendar day probationary period. After an employee has satisfactorily completed his probationary period, he shall be entered on the seniority list and credited with ninety (90) calendar days of seniority. The Court shall not use this provision to discriminate against employees because of their activity for or on behalf of the Union.

Section 2. Seniority Date. Each seniority employee shall have a single seniority date which shall begin as of his last date of hire with the Friend of the Court.

Section 3. Seniority List. The Court shall keep a seniority list of all employees having seniority rights which shall be available for inspection by the Committee at reasonable times and a copy shall be given to the Union once every six (6) months.

Section 4. Loss of Seniority. Employees shall lose their seniority and their employment shall cease for the following reasons:

- (a) The employee voluntarily leaves the employment of the Court or accepts a position with the Court in a classification of work not covered by this Agreement.
- (b) The employee is discharged for just cause.
- (c) The employee is absent from work three (3) consecutive working days, without reasonable cause.
- (d) The employee is called back to work after layoff and does not advise the Court in writing or in person of her intent to return to work and return within three (3) working days after such recall.
- (e) The employee does not report back to work upon expiration of a leave of absence, including disciplinary layoff. (Exceptions will be made in those instances where the employee furnishes adequate proof to the Court that it was impossible for the employee to report.)
- (f) The employee is laid off for a period of twelve (12) consecutive months. In such circumstances, the terminated employee will be placed on a preferred eligibility list for reconsideration of employment for a period of one (1) year after termination of seniority. Persons on the preferred eligibility list shall be considered for employment upon the same basis as other potential new hires and the Court shall not be required to hire such persons unless they have the abilities and qualifications needed for such vacancies. If not hired by the Court within such one (1) year period, then the names shall be removed from the preferred eligibility list.
- (g) The employee works for another Court while on any leave of absence, unless such employment is mutually agreed to in advance by the Court.

Section 5. Superseniority of Union Committeepersons. The Union's Committeepersons shall head the seniority list of the Bargaining Unit covered by this agreement for the purposes of layoff only during the term of office for which they are elected. The aggregate total of the above-mentioned employees shall not exceed two (2). The Union agrees to furnish the Court a complete list of all Committeepersons on Union stationary in the order of sequence as to preferential seniority for purposes of layoff.

The Union further agrees to promptly advise the Court of any changes in any such office or position. The Court shall not be responsible in any way when such notice has not been furnished in the manner prescribed herein.

Section 6. Seniority of Employees Who Transfer Outside of the Bargaining Unit.

Except as provided for in this Section, supervisors shall not have seniority. It is understood, however, that an employee within the bargaining unit may be promoted to a position outside the bargaining unit within the Court, including a supervisory position. Such employee, so promoted, shall not lose accumulated seniority and shall continue to retain the seniority the employee had, but shall not accumulate any seniority while out of the bargaining unit, except as provided below. If such employee is returned to the bargaining unit, the employee shall be placed in a job where the employee's seniority will allow. Discharge of said employee while the employee is outside the bargaining unit shall automatically cancel all seniority and since the employee is outside of the bargaining unit and is not covered by this Agreement, the employee's discharge shall not be subject to the grievance procedure. Employees who may be promoted in accordance with the provisions of this Section shall, for the first fifteen (15) working days, accumulate seniority in their classification. It is further understood that such employee may request return to the employee's former classification within a fifteen (15) working day period without loss of seniority in said classification and notwithstanding the provisions of any prior agreement.

ARTICLE X  
REDUCTION IN THE WORKFORCE

Section 1. When there is a reduction in the workforce, employees shall be laid off in the following order:

- (1) Contractual and temporary employees shall be laid off first, in any order, provided the remaining employees meet the stated qualifications for the remaining positions and are able to perform the available work.
- (2) Probationary employees shall be laid off next, in any order, provided the remaining employees meet the stated qualifications for the remaining positions and are able to perform the available work.
- (3) Part-time seniority employees shall be laid off next, in any order, provided the remaining employees meet the stated qualifications for the remaining positions and are able to perform the available work.
- (4) Thereafter, full-time seniority employees in the affected classifications shall be displaced in order of date of hire seniority. Such displaced seniority employees may thereafter exercise their seniority in the following order, provided the employee meets the stated qualifications of the position and is able to perform the work:
  - a) Transfer to a vacant position, if any, within the same pay grade.
  - b) Replace the least senior employee, if any, in the same pay grade.



- c) Transfer to a vacant position, if any, in the next lower pay grade where there is a vacancy.
- d) Replace the least senior employee in the next lowest pay grade where there is a less senior employee.
- e) Be laid off.

Section 2. Employees displaced or laid off shall be recalled to position vacancies in their regular pay grade or a lower pay grade, for which they meet the stated qualifications and are able to perform the work. In the event of a call back of an employee who does not immediately return upon notification, the Court may place any other available employee in such position on a temporary basis for up to fifteen (15) working days, without prejudice and without liability. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail.

Section 3. Any employee transferred under the Layoff or Recall Procedures provided above must be qualified and able to perform the work with minimal training. An employee may be disqualified from performing such work if the employee's employment record with the Court indicates that there is no reasonable expectancy that he would be qualified to perform the job, or if it is determined by the Court during the Qualifying Period provided in Article XI that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein shall be transferred or laid off, in accordance with the provisions of this Article.

Section 4. The Court shall notify the Union two (2) weeks in advance of a layoff; but in no event shall the notice to the Union be later than one (1) week prior to the layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore. The Court will also post a duplicate notice of the layoff list on the Court's bulletin board.

Section 5. Upon mutual agreement, the parties may meet and attempt to negotiate reduced work schedules in lieu of layoffs. The result of such negotiations shall be subject to ratification by the Union's membership and the Court prior to becoming effective. Should the parties not agree to a reduced work schedule during negotiations and/or the final result of such negotiation is rejected by either of the ratifying bodies as above provided, the Employer shall implement the layoff procedure set forth above.

## ARTICLE XI JOB VACANCIES AND JOB BIDDING

Section 1. All permanent job openings shall be posted. Such postings shall include the classification of the job, and the qualifications required for such vacancy. The Court shall then consider first the bids from those who work in the department where the vacancy exists and select the senior employee qualified by education, training and experience to fill such vacancy.

Such posting shall be posted County-wide for five (5) working days. Employees from the Friend of the Court desiring to apply for such job openings shall submit their names and qualifications on a form furnished by the Court.

If there is not a bidder from among the employees of the Court, the Court may accept bids from outside the bargaining unit. The successful bidder must accept the job subject to the qualification procedure. The posting shall remain valid for sixty (60) working days, in case additional openings become necessary within a particular classification, provided multiple bids have been received.

Section 2. Any employee transferred to a new job as a result of a bid on a posted job will have a trial period of not more than thirty (30) working days in which to qualify. At the end of such time, the employee must have achieved normal efficiency. Employees who have so qualified after the thirty (30) day trial period may not bid on any other job opening for a period of six (6) months from the date of qualification. If the Court or the employee determines that the employee cannot qualify within such stated time, the employee shall be returned to his previous position, without prejudice, and the Court shall then select from the employees who originally bid, the next qualified by experience, training and ability for such vacancy. Any employee so disqualified may not bid again in the same classification from which he was disqualified for a period of one (1) year from the date of disqualification. This procedure shall continue until the job vacancy has been filled by a qualified employee, or until the list of bidders for such vacancy has been exhausted. In the event that a qualified employee is not available after such posting, the Court may hire a new employee for such vacancy.

Section 3. Following the thirty (30) day qualifying period, employees who have qualified as a result of such bidding to another classification at a different rate of pay, on a permanent basis, shall receive the wage rate in the classification to which they transferred, retroactive to the first (1st) day of such transfer.

## ARTICLE XII TEMPORARY TRANSFERS

In the event there is a temporary job vacancy resulting from vacations, leaves of absences, temporary work increases, etc., the Court may fill such temporary job vacancy, for a period not to exceed forty-five (45) working days, or such longer time as may be mutually agreed upon by the Court and the Union, in the following manner:

- (a) Temporary vacancies shall be first offered to the most senior qualified union employee. If the senior qualified employee does not wish to fill the temporary position, the Court shall fill the position with the next most senior qualified employee.
- (b) An employee who is temporarily transferred by the Court to a higher rated job classification shall receive the rate of pay for the job classification to

which the employee is temporarily transferred if the period of transfer is more than five (5) continuous working days. In such event, the employee's base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, \$0.20 above the base rate he was last paid in his former position, retroactive to the first of said assignment. If the period of an employee's transfer is less than five (5) continuous working days, or if the employee is temporarily transferred to a lower rated job classification, the transferred employee's base pay shall remain the same.

### ARTICLE XIII WORK BY NON-BARGAINING UNIT EMPLOYEES

Supervisory employees shall not perform work which will deprive an employee of their regular job; provided, however, this provision shall not be construed to prevent supervisory employees from working on hourly rated jobs:

- (a) In the instruction and training of employees.
- (b) In emergency situations, in which event the Court will contact the Union representatives and explain the need for supervisors working. In the event no bargaining unit employee is available to do the work, a supervisory employee may be utilized.

### ARTICLE XIV NEW OR REVISED JOB CLASSIFICATIONS

Section 1. The Court shall give the Union a minimum of fourteen (14) working days advance notice prior to implementing a new or revised job classification. Such notification to the Union shall include the new job classification, the new job posting, and, in the case of a revised job classification, the identification of the significant changes in the job that resulted in the revised job classification. Such notification shall not preclude the Court from immediately posting the position. However, the Court agrees that it will not fill the position on a regular basis prior to the expiration of said fourteen (14) working days notice period.

Section 2. When new or revised jobs are created by the Court which cannot be properly placed in existing classifications by mutual agreement, the Court will, after notification to the Union, set up a new classification and a rate covering the job in question and designate it as temporary.

Section 3. The new classification and rate shall be considered temporary for a period of thirty (30) working days following the date of notification to the Union. During this period (but not thereafter), the Union may request the Court to negotiate the rate for the new classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, unless otherwise mutually agreed.

ARTICLE XV  
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. Base Wages. All employees in the bargaining unit who are on the Employer's payroll as of the date that this Agreement is ratified by both parties, shall receive a base wage adjustment retroactive to January 1, 2007, as reflected in Appendix A.

New hires shall commence their employment at Step One (the minimum rate) of the Wage Schedule. After one (1) year of service at Step One, the employee shall advance to Step Two. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

The pay grades and base wage rates for each classification covered under this Agreement as of January 1, 2007, January 1, 2008, January 1, 2009, and January 2010, respectively, are set forth in Appendix A.

The classifications and pay grades of positions covered by this Agreement are set forth in Appendix B of this Agreement.

Section 3. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees who were on the Court's payroll as of December 31, 1988, shall be entitled to longevity pay, subject to the following provisions:

- (a) An employee must have at least five (5) years of continuous service with the Court as of December 1 of the calendar year in which longevity is to be paid.
- (b) An employee must have received compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay for that calendar year. An employee's forfeiture of credit for a given year shall not result in a forfeiture of longevity pay for other years for which the employee has met the minimum eligibility requirements.
- (c) Longevity payments shall be in the amount of \$25.00 for each year of continuous service an employee has worked for the Court (or the County of Monroe) determined as of December 1 of each calendar year.

- (d) Employees shall not be entitled to any longevity pay if their employment with the Court is terminated prior to December 1 of any calendar year for any reason other than retirement under the Monroe County Employees Retirement Ordinance. An employee who retires under said Ordinance shall be entitled to a pro-rated longevity payment during the year of retirement.
- (e) Longevity payments will be made on a separate check.

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 pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.
- (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.

ARTICLE XVI  
HOURS OF WORK

Section 1. Hours of Work. For purposes of this Agreement, the normal work week for regular full-time employees shall be seven and one-half (7-1/2) hours per day, and thirty-seven and one-half (37-1/2) hours per work week (exclusive of a one (1) hour unpaid lunch period). The normal work week shall be Monday through Friday. The normal work day may commence as early as 7:00 AM unless otherwise agreed upon by the Union and the Court. Effective 1/01/2008 the work week will increase to forty (40) hours.

Section 2. Overtime. Regular full-time employees who work more than the eight (8) hours in one work day or forty (40) hours in a work week, shall receive pay or compensatory time off at the rate of time and one and one-half (1-1/2) for all hours worked in excess of eight (8) hours in the regular work day or forty (40) hours in the regular work week and the first eight (8) hours on Saturdays. Regular full-time employees shall be paid double-time for all time worked over ten (10) hours in the regular work day, for all work over eight (8) hours on Saturday, and for all time worked on a Sunday or any Holiday.

Regular full-time employees shall not work more than the regular work day or the regular work week without prior approval of the Friend of the Court.

Section 3. Relief Periods. There will be two (2) fifteen (15) minute relief periods, one (1) in the a.m. and one (1) in the p.m. An additional relief period of fifteen (15) minutes for any four (4) hour increment of overtime work will also be granted. Relief periods shall be taken at reasonable and convenient times so as not to interfere with the Court's operations. Relief periods may not be taken during the one-half hour period after the start of the shift, the one-half hour period preceding the end of the shift, or the one-half hour period before or after the lunch period. Each employee shall also receive a one (1) hour unpaid lunch period each work day. Lunch periods may be scheduled on a staggered basis so as to permit continuous operation of the Department.

Section 4. Equalization of Overtime. Overtime will be rotated and equalized as near as possible between those employees in each affected classification who possess the skill and ability to do the work and are working when overtime is scheduled.

ARTICLE XVII  
VACATION/PERSONAL DAYS

Section 1. All full-time seniority employees shall earn vacation hours for each \*qualified calendar month worked from the employee's anniversary date. The minimum vacation period, at any one time, is to be one (1) hour.

Vacations can only be carried forward one (1) additional calendar year. Any vacations not taken within a two (2) year period will be forfeited.

Every new full-time seniority employee who has been employed six \*qualified calendar months is eligible for thirty-seven and one-half (37-1/2) hours of vacation. Effective 1/01/2008, employees will be eligible for forty (40) hours of vacation. Commencing with the seventh (7th) \*qualified calendar month through the eighteenth (18th) \*qualified calendar month the employee is employed, the employee will earn five (5) hours per \*qualified calendar month. Effective 1/01/2008 the accrual rate will increase to five and one-half (5 1/2) hours per month.

After eighteen (18) \*qualified calendar months, the employee will earn vacation hours as follows from his or her anniversary date:

<u>From:</u>	<u>To:</u>	<u>Earned Monthly Vacation Time</u>
19 *qual.cal.mo. -	60 *qual.cal.mo.	6.5 hrs. per cal. mo.
61 *qual.cal.mo. -	84 *qual.cal.mo.	8.0 hrs. per cal. mo.
85 *qual.cal.mo. -	144 *qual.cal.mo.	9.5 hrs. per cal. mo.
145 *qual.cal.mo. -	180 *qual.cal.mo.	11.0 hrs. per cal. mo.
181 *qual.cal.mo. -	240 *qual.cal.mo.	12.5 hrs. per cal. mo.
241 *qual.cal.mo. -	over	16.0 hrs. per cal. mo.

Effective January 1, 2008, employees will earn vacation hours as follows:

<u>From:</u>	<u>To:</u>	<u>Earned Monthly Vacation Time</u>
19 *qual.cal.mo.	60 *qual.cal.mo.	7.0 hrs. per cal. mo.
61 *qual.cal.mo.	84 *qual.cal.mo.	8.5 hrs. per cal. mo.
85 *qual.cal.mo.	144 *qual.cal.mo.	10.0 hrs. per cal. mo.
145 *qual.cal.mo.	180 *qual.cal.mo.	12.0 hrs. per cal. mo.
181 *qual.cal.mo.	240 *qual.cal.mo.	13.5 hrs. per cal. mo.
241 qual.cal.mo - over		17.0 hrs. per cal. mo.

Section 2. Vacation pay shall be based upon the salary the employee is earning at the time the vacation is taken. Vacation may not be taken until it is fully earned.

Section 3. Vacation payments will be made as part of the Court's regular payroll. No special vacation payments will be made.

Section 4. In the event of an employee's death, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned as of the fiscal year immediately preceding such termination but not taken as of the date of termination, will be paid as part of the employee's final wages on the pay period following their termination, and the position may be filled by the Court immediately after the date of termination.

Section 5. The Court shall set up a vacation schedule so as to permit the continued operation of the department. Subject to the foregoing, preference as to vacation time shall be in accordance with employees' continuous length of service in the department. Vacation schedules shall be final except for emergencies.

\*Qualified month means a month that the employee receives at least twelve (12) working day's pay. For purposes of this provision, a "working day" shall be construed to include those days in which the employee receives holiday pay, jury duty pay, paid sick days, paid personal leave days and those working days lost during the first two credit years in which an employee draws workers' compensation benefits.

Section 6. Paid Personal Days. Regular full-time employees shall be provided four (4) personal days off with pay each year after one (1) year of employment from anniversary date. Personal days cannot be carried over year to year and shall be forfeited if not used.

\*(Employees who complete one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.)

ARTICLE XVIII  
HOLIDAYS

Section 1. Regular full-time employees will be paid seven and one-half (7 ½) hours pay at their regular straight-time rate for the following holidays: (Effective 1/01/08, employees will be paid eight (8) hours pay at their regular straight-time)

- \* New Year's Day
- \* Martin Luther King's Birthday
- \* President's Day
- \* Good Friday (1/2 day)
- \* Memorial Day
- \* Independence Day
- \* Labor Day
- \* Veteran's Day
- \* Thanksgiving Day
- \* Friday after Thanksgiving
- \* Christmas Eve Day
- \* Christmas Day
- \* New Year's Eve Day

Section 2. To be eligible for holiday pay an employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday, and must work the last scheduled work day before or the next scheduled work day after the holiday or the day of its observance. (Note: Employees who are on disability leave shall not be eligible for holiday pay.)

Section 3. Whenever one of the above designated holiday's falls on Saturday or Sunday and another day is observed as the holiday by the Court, the day selected for observance by the Court shall be paid as the holiday.



Section 4. Regular full-time employees who are on vacation during the period in which a designated holiday occurs shall be paid for such holiday and shall not have the day counted as part of the employee's vacation.

Section 5. Regular full-time employees who work any of the above holidays shall receive full holiday pay (if otherwise eligible) in addition to pay for work on the holiday.

Section 6. Employees who have accepted holiday work assignments and then fail to report for or perform such work shall not receive holiday pay.

## ARTICLE XIX INSURANCE

### Section 1. Health Care Benefits.

- (a) From the date of ratification of this Agreement by both parties through and including September 30, 2007, there shall be no changes in employees' health care benefit plans.
- (b) Effective October 1, 2007, the Employer agrees to provide each regular, full-time seniority employee (and her eligible dependents\*), a choice of coverage under one of the following health insurance plans:
  - 1) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Commencing October 1, 2007, and for the balance of that calendar year, employees shall pay 5% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2008, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2009, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2010, employees shall pay 10% of the illustrated premium cost of such benefits and the Employer shall pay the balance.
  - 2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred

formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation).

- 3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation).
- 4) Blue Choice Point of Service (POS) Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation).
- 5) Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan (\$10 co-pay non-generic drugs; \$20 co-pay for brand name drugs.) Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation.); or
- 6) other plans designated by the Court which provide equal or better coverage.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost sharing, and

other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction. Employees are eligible to change their coverage selection from among the five (5) options listed above during periods of open enrollment.

(c) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Court. The Human Resources Department shall provide all such necessary forms for enrollment.

(d) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XXI, Leaves of Absence, Section 1, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for paying all 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 Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(e) Except as otherwise provided under this Agreement and/or under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

(f) An employee who is on layoff or leave of absence for more than two weeks or who terminates may elect under COBRA to continue the coverage herein provided at his own expense. To be eligible for health care benefits 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 Court's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

## Section 2. Voluntary Withdrawal from Health Care Plan.

### (a.) Total Waiver of Health Care Coverage

(i) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to waive all coverage for himself, his

spouse, and dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage under the County's Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage paid for by the County of Monroe, will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. By way of illustration, but not by way of limitation, an employee who waives health care benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be eligible to receive health care benefits from a spouse employed by the County of Monroe. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(iv) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, provided she demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the County's Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

(b.) Waiver of Coverage for Employee's Spouse and Children Only

(i) Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for his spouse and/or dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and/or dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage for his spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

(iv) An employee who has waived all coverage for his spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive

a cash payment of \$600.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

(v) An employee who has waived health care benefits coverage under the Employer's plan for his spouse and/or dependents may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

### Section 3. Dental Care Benefits.

(a) The Court shall provide such regular, full-time seniority employee (and his eligible dependents<sup>\*</sup>) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) 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 Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than two weeks, 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 Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

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

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

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

Section 4. Vision Care Benefits.

(a) The Court shall provide each regular, full-time seniority employee (and his eligible dependents\*) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefits 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 Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

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

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

Section 5. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Court shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in accordance with the following schedule:

ANNUALIZED SALARY BENEFIT AMOUNT

less than \$20,000	\$20,000
\$20,001 to \$25,000	\$25,000
\$25,001 to \$30,000	\$30,000
\$30,001 to \$35,000	\$35,000
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000	\$50,000

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

(b) To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, 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 Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

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

Section 6. Short-Term and Long-Term Disability Benefits.

(a) The Court agrees to provide each regular, full-time seniority employee short-term and long-term disability benefits, subject to such terms, conditions, exclusions, limitations, deductibles and other provisions of the plans in effect as of March 1, 2004.

(b) If, at the end of the short-term disability benefit period, the employee continues to be disabled, the Court, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Court's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Court at the rate of pay established by said position. The Court reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits or two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

(c) The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Court fully apprised in writing of his eligibility for and the status of said benefits and provide the Court with such certification as it may require. Any employee going on disability shall complete the disability form (in triplicate) provided by the Court's Human Resources Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

(d) The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement of the short-term and long-term disability plans. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

(e) No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Court but not less than once per month. The Court retains the unlimited right to direct any employee, at any time, as a



condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Court's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Court's physician and the employee's physician and his examination will be at the Court's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Court as to said employee will be done by such physician.

(f) The Court shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for his eligible family, up to one (1) year from the commencement of a disability. The Court may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if possible.

(g) When an employee is on disability, he shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Court.

(h) An employee's disability benefits shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

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

Section 7. General Liability Insurance. The Court agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the Court's right to amend the plan from time to time, and the terms, conditions, exclusions, and limitations as stated in said plan. The Union shall be provided with a copy of its General Liability Insurance Plan without charge upon its written request.

\* Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

## ARTICLE XX RETIREMENT AND RETIREE HEALTH CARE

### Section 1. Retirement Plan.

A. General. Subject to the terms and conditions herein provided, the Court agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one-half (2 ½) percent of the employee's final average compensation multiplied by his years of credited service. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the County last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

B. CETA/EEA Time. Employees who were employed by the Court under the Comprehensive Employment Training Act (CETA) and/or the Emergency Employment Act (EEA) immediately preceding and continuous with their current employment with the Court may purchase CETA/EEA service credit for purposes of retirement under the Monroe County Employees Retirement System, subject to the following terms and conditions:

- 1) An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days.
- 2) Service credited an employee under this provision shall not exceed five (5) years.
- 3) Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system.
- 4) The employee purchasing CETA and/or EEA service credit shall pay the Retirement System five percent (5%) of his compensation (as defined by the Retirement System Ordinance) for the 12 month period immediately preceding and including the date of application multiplied by the number of years (or fraction thereof) of credited service being purchased. Payments tendered pursuant to this provision may not be refunded.
- 5) Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased.

- 6) All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement.
- 7) Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System.
- 8) The Board of Trustees shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee.
- 9) Employee applications for CETA and/or EEA credited service shall be submitted to the County's Human Resource Department on form(s) provided by the Retirement System's Board of Trustees.
- 10) The County's Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees.
- 11) All purchases of service credit shall be reported to the Actuary and shall be included in future actuarial reports and determinations.
- 12) Payments made to the Retirement System for the purchase of service credit shall be credited to the reserve for Court contributions.

## Section 2. Retiree Health Care Plan.

All persons hired by the Employer on or after October 28, 2003, and all employees who are on the payroll but not eligible to participate in the Employer's Retiree Health Care Plan as of October 28, 2003, shall not be eligible for retiree health care benefits.

All regular full-time seniority employees who were hired prior to October 28, 2003, and who were eligible to participate in the Employer's Retiree Health Care Plan as of October 28, 2003, shall be eligible for retiree health care benefits as provided in paragraph B below. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph C below. The retiree's contribution to the cost of coverage for himself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension. Except as otherwise provided in subparagraph C, (i.e. Spousal and Dependent Coverage) below, such coverage shall be provided to the retiree only.

Except as provided below, all coverage shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions of the plans.

The Employer reserves the right to change carrier(s), plan(s), and/or the manner in which it provides the benefits listed below, provided that the benefits are equal to or better than the benefits outlined below.

To be eligible for the health care benefits provided below, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

B. Retiree Coverage

- 1) Pre-Medicare: The Employer shall make available to employees who separate from employment for purposes of retirement under the Monroe County Employees Retirement System Ordinance and are entitled to receive benefits under the Ordinance, but not eligible for Medicare benefits, a choice of coverage under one of the following health insurance plans:
  - (a) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.
  - (b) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

- (c) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.
- (d) Blue Choice Point of Service (POS) Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.
- (e) Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan (\$10 co-pay non-generic drugs; \$20 co-pay for brand name drugs.) Retirees shall be required to make the same contribution to the premium (in absolute dollars and cents, not percentage of premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

- 2) Medicare: Retirees must enroll in the Part B Medicare program commencing on the date they first become eligible to participate in the program. Retirees shall be responsible for the cost of such coverage.

The Employer shall make available to retirees, who (a) separate from employment with the County of Monroe for purposes of retirement under the Monroe County Employees Retirement Ordinance and are entitled to receive benefits under the Ordinance, and (b) are properly enrolled in the Part B Medicare Program as above provided, the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan (with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-

pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay). The retirees shall make a contribution to the cost of such benefits in an amount equal to the difference between the Employer's contribution for the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement and the cost of the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan; provided, however, the retirees contribution to the cost of coverage (in absolute dollars and cents, not percentage of illustrated premium) shall not exceed the amount that employees were required to pay for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement.

C. Spousal and Dependent Coverage: The spouse and eligible dependents\* of an employee at the time of her retirement shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another employer. Upon payment of the required contribution to the illustrated premium by the retiree, retiree's spouse and/or dependent child(ren), the Court shall pay 50% of the remaining part of the illustrated premium for a participating retiree's spouse and eligible dependents\* and the retiree shall pay the difference; provided, however, the Court shall pay an additional 2.27% of such remaining part of the illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium not covered by retiree contribution.

The retiree's spouse shall also be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse 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.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary 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 deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

Section 3. Retiree Health Care Fund. The Court shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Court 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.

Effective March 23, 2004, new hires or those employees who are on the payroll, but not presently eligible to participate in the program, will no longer be required to contribute to the Retiree Health Care Fund.

Employees who were hired on or before December 19, 1995, are not required to contribute to the Retiree Health Fund. Employees who were hired after December 19, 1995 and prior to December 1, 1999, and required to contribute to the Retiree Health Care Fund under the parties' former Agreement, shall continue to contribute 1.5% of their bi-weekly base pay to this fund. Employees, who are hired by the Court on and after December 1, 1999 and prior to March 23, 2004, shall contribute 3.0% of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and eligible dependents\*. If the employee quits or leaves employment 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 the accumulated interest thereon as determined by the Court.

Section 4. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective March 23, 2004, new hires or those employees who are on the payroll, but not presently eligible for benefits, will not be eligible for retiree life insurance.

\*Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).

## ARTICLE XXI LEAVES OF ABSENCE

Section 1. Family and Medical Leave. 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.

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 her position.

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.

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.

Except as otherwise provided in this Agreement, the Court 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 Court 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 (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Court may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under Section (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.

If the requested leave is for the birth/care of a child, the placement of a child for adoption with the employee 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 her unable to perform the functions of her position, the employee has the option but shall not be required to use accrued paid time off. Upon exhaustion of all paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

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.



Spouses, both of whom are employed by the Court, 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 with the employee 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 her child or spouse who is suffering from a serious health condition.

An eligible employee who foresees that she will require a leave for the birth/care of a child or for the placement of a child for adoption with the employee or foster care, must notify the Court, 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.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her spouse, child or parent, should notify the Court, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Court'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.

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 Court 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.

A leave taken under Section (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Court and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Section (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 Court may require the employee to transfer temporarily to an available alternative position offered by the Court 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.

An employee on an approved FMLA leave must keep the Court informed regarding her status and intent to return to work upon conclusion of the leave.

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

The above provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any

of the foregoing provisions are in conflict with the provisions of the Act, the provisions of the Act shall control.

Section 2. Sick Leave. As of July 1, 1986, all accumulated sick leave time for employees shall be frozen and placed in a bank. Once the employee has utilized those sick days allocated for a given year and is eligible for disability payments, the employee has her choice of either utilizing the banked sick days for illness or maintaining them in the bank and be paid for one-half (1/2) of those unused days at the same rate paid that employee when she terminates her employment. The vacated position will remain vacant until the accumulated sick time benefits of that terminated employee have been exhausted. Exceptions can be made for extraordinary situations by approval of the Court.

As of January 1, 1987, and each subsequent year, each full-time employee shall be credited with six (6) sick days. At the end of each calendar year, employees will be paid for all of the unused sick days at the rate of pay for that employee at the end of that year. An employee who retires or dies before the end of a calendar year shall be entitled to pro-rated sick leave at the time of their retirement or date of death.

Full-time employees who have completed the new-hire probationary period shall be credited with six (6) days each calendar year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.)

Sick pay benefits are subject to the following conditions:

- (a) Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform regular duties.
- (b) Sick pay benefits will not be granted before they have been earned.
- (c) Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Department Head not later than one (1) hour after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be the cause for denial of sick pay benefits.
- (d) The Court may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate shall apply to three (3) consecutive sick days or more.
- (e) In the event an employee received sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits the Court may cancel an equal number of sick days previously accrued or to be accrued.

(f) An employee who terminates her employment with the Court for any reason shall be paid one-half (1/2) of her frozen sick bank. In the event the employee is later rehired, she shall be considered a new employee for sick pay purposes.

(g) The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked during the absence.

(h) For the purpose of computing sick time taken which would be less than one (1) day (seven and one-half (7-1/2) hours, the actual sick time taken will be rounded to the next nearest tenth of an hour. Effective 1/01/08, the normal scheduled work day shall be eight (8) hours.

Section 3. Workers' Compensation Leave. A full-time employee with seniority who is disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability or two (2) years, whichever is lesser, and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will be continued for the duration of the period of disability. Holiday, sick pay and other employee benefits with the exception of longevity and vacations shall not accrue or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave.

Section 4. Personal Leave. Regular full-time employees with one (1) or more years of seniority may be granted an unpaid personal leave of absence by the Court for compelling reasons for an initial period of up to two (2) weeks. Applications for such personal leave shall be filed with the Court and shall state the reason for the leave. Personal leaves once granted may be extended at the discretion of the Court by his written approval obtained prior to the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

(a) Upon return from personal leave, the employee shall be reinstated at the current pay level and position as held as the time the leave was granted.

(b) The employee must keep the Court informed on any change in status or any change in conditions which caused the request for leave.

(c) The employee must not engage in any gainful employment during such leave.

Section 5. Bereavement Leave. In the event of a death in the immediate family of a regular full-time employee on the seniority list, the employee, upon request, shall be allowed time off not to exceed a total of three (3) scheduled working days with pay (exclusive of Saturday, Sunday or legal holidays) if the employee attends the funeral.

The Court agrees to pay such employee for such time not worked based upon payment for each day the employee would otherwise have been scheduled to work and for such hours as the employee would have been scheduled for, but not to exceed seven and one-half (7 1/2) hours in any one day. Payment shall be at the employee's regular straight-time rate of pay. Effective 1/01/08 the normal scheduled work day will be eight (8) hours.

To be eligible for such pay, the employee shall be required to furnish the Court with satisfactory evidence of death and family relationship.

The immediate family shall consist of the employee's spouse, parent, step-parent, grand-parent, child, step-child, brother, sister-in-law, brother-in-law, sister, grandchildren, or parent, grandchildren of employee's current spouse, mother-in-law, father-in-law, spouse's grandparents and grandchildren, son-in-law, and daughter-in-law.

The Court agrees to allow the employee to use additional personal or vacation days to attend a funeral of a member of his immediate family if the funeral is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

Section 6. Jury Duty Leave. Full-time employees with seniority who are called for jury duty will be paid the difference between their jury pay and the amount they would otherwise have earned during straight-time hours for the Court. In order to receive pay for jury duty, employees shall provide the Court with evidence of the jury pay\* they receive. The employee must also give the Court prior notice that the employee has been summoned for an interview. An employee who, without being summoned, volunteers for jury duty shall not be eligible for the payments herein from the Court. \*(Not including allowance for travel or reimbursement of expenses.)

Section 7. Court Leave. A full-time employee with seniority who is subpoenaed as a witness to testify in connection with any matters arising out of his employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Court.

Section 8. Education Leave. Regular full-time employees with one (1) year or more of service with the Court who desire to enroll in an educational course offered by an accredited educational institution or an agency which offers advance training which would aid the employee in the performance of the employee's duties with the Court and would contribute to the increased potential of said employee may request an educational leave of absence in accordance with the following procedure:

(a) The employee shall submit an application for such leave to the Court listing the course or courses to be taken, together with a brief description of such courses and a statement as to the value of such course or courses in connection with the employee's continued employment with the Court. The application shall contain a statement from the Friend of the Court as to the value of such course or courses in connection with the

employee's job duties and the Friend of the Court's recommendation as to whether or not the leave should be approved.

(b) In the event the employee seeks reimbursement of the cost of tuition and books, either in whole or in part, the application shall set forth to the best of the employee's knowledge the amount of such cost.

(c) The Court shall approve or reject the application by written notice to the employee within thirty (30) calendar days of its receipt by the Court. If the application is approved, the notice of approval shall state whether or not the Court will reimburse the employee for all or none of the cost of tuition and books. It shall be solely within the discretion of the Court as to whether there shall be any reimbursement for tuition or books.

(d) Upon completion of the course, the employee shall present a certificate or statement from the institution or agency giving the course or courses of study of satisfactory completion of such courses by the employee. The employee shall at that time present a statement of funds actually spent by the employee for tuition and books and if there is to be any reimbursement the employee shall be paid such portion of the expenses as has previously been approved by the Court within thirty (30) calendar days thereafter. The employee must continue on the Court payroll in good standing for a period of three (3) years after completion of the course or courses in order to be entitled to any reimbursement. If the employee's employment is terminated within such three (3) year period, the Court will be entitled to recover from the employee all amounts expended for tuition and books pursuant to this leave.

(e) Employees who enroll in courses which require attendance during scheduled working hours will be allowed time off, without pay, to attend such courses including reasonable travel time to and from such courses. Permission to attend courses is required from the Friend of the Court.

(f) No Court benefits shall accrue during authorized educational leaves except longevity. Longevity will be paid on the basis of service with the Court less time off for educational leave.

(g) Attendance at educational seminars must be approved by the Court prior to attendance. Reimbursement will be made as follows:

- (1) All registration and tuition costs
- (2) Actual lodging cost
- (3) Meals not to exceed the following:
  - (a) Breakfast - \$ 8.00
  - (b) Lunch - \$12.00

(c) Dinner - \$20.00

All items must be itemized and accompanied by receipts for reimbursement.

Section 9. Union Leave.

(a) The Court will grant an unpaid Union leave of absence to a maximum of one (1) employee who is elected or appointed to a Union position so long as that individual's position with the Court is being replaced for the duration of said leave. Such Union leave shall be for a maximum period of one (1) year, renewable on a yearly basis thereafter.

(b) Notwithstanding the provisions in Section 1 of this Article, the Court will also grant an unpaid Union leave of absence for attendance at official union committee meetings, conventions, educational conferences and seminars. Such leave shall be granted to one (1) employee at any given point in time for a minimum of ten (10) consecutive business days, not to exceed thirty (30) working days per calendar year.

(c) Seniority shall continue to accrue for the duration of said leave(s) and employees shall continue to accrue all benefits for a period of one (1) month following the commencement of the Union leave.

(d) When it is possible to do so, the Union shall give two (2) weeks advance written notice of such Union leaves and in no event less than one (1) week written notice. Upon the return from leave, the employee(s) shall be reinstated at the prevailing pay level and position held prior to the Union leave of absence.

(e) The Court and the Union agree that modifications of the foregoing provisions can be made by mutual agreement.

Section 10. Military Leave. Employees who enter the armed forces of the United States while employed by the Court shall be given all benefits accorded them by applicable state and federal law.

ARTICLE XXII  
PERSONNEL FILES

Section 1. There shall be only one official personnel file maintained on each employee by the Court. Under no circumstances shall an employee's medical file be contained in the employee's personnel file.

Section 2. Access to individual personnel files shall be restricted to authorized management personnel, the employee, and a designated Union Committee person when authorized and accompanied by the employee. Employees shall have the right upon request to review their personnel file at reasonable intervals. An employee may be accompanied by

a designated Union Committee person if so desired. File review shall take place at the location of the personnel file and during normal working hours.

Section 3. An employee may request the Court to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing and shall specify which record or part of record with which the employee disagrees and how the employee proposes to correct the record. The employee must provide proof that information is incorrect. The Court shall either correct or remove such disputed information or deny the employee's request in writing.

Section 4. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee.

Section 5. Detrimental information not related to the employee's employment shall not be placed in the employee's personnel file.

Section 6. Upon employee request, records of disciplinary action shall be removed from an employee's file if the action is grieved and the grievance is settled in the employee's favor. Written reprimands shall not be used for disciplinary action if twelve (12) months following the day of issuance no new written reprimands have been issued during such twelve (12) month period.

### ARTICLE XXIII WORK RULES AND REGULATIONS

The Court has the right to make, modify, enforce and rescind reasonable rules and regulations governing the conduct of employees, and to fix and determine the proper penalties for violation thereof. The Court will advise and confer with the Union prior to the establishment of any new rule or regulation or changes to any rule or regulation. Rules and regulations promulgated by the Court will become effective five (5) working days after written notification to the Union and posting on the Court bulletin board.

In determining the number of previous infractions of minor rules and regulations, the Court will consider only those infractions, which occurred within the twelve (12) month period immediately preceding the current violation. If a grievance is filed and upheld, all information will be removed from the personnel file pertaining to the grievance.

Subject to the foregoing, and without limiting in any respect the Court's right to discipline and discharge seniority employees for just cause, the Union and the Court agree upon the disciplinary penalties for the offenses set forth in Appendix B of this Agreement.

The Court agrees that it shall institute disciplinary action against an employee within ten (10) work days of the date on which it satisfies itself that it is in possession of sufficient evidence to warrant the imposition of discipline against an employee.

ARTICLE XXIV  
HEALTH AND SAFETY

Section 1. Safety and Health Hazards. The Court and Union will cooperate in the objective of eliminating safety and health hazards. The Court will make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

It is recognized that emergency circumstances may arise. In such event, the Court will make satisfactory arrangements for the immediate protection of the affected employees and the general public.

Section 2. Employee Assistance Plan. The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less than satisfactory attendance and job performance.

The Court agrees to provide and maintain an Employee Assistance Plan, to the extent of advising employees relative to the availability of counseling and other reasonable or appropriate work performance improvement services that are available to employees.

The parties agree to cooperate in encouraging employees afflicted with any condition agreed to herein to utilize available services. The absence of referral to such programs, if provided, or the failure to provide such programs, shall not diminish or abridge in any way the Court's right to discipline for just cause.

Section 3. Video Display Terminals. The Court agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with video display terminals. The Court agrees to provide glare-reducing screens for video display terminals upon the Union's request.

The parties agree that issues related to video display terminal operation are a proper subject for discussion as health and safety factors.

Section 4. Washroom Facilities. The Court will continue to provide clean and sanitary lavatory and washroom facilities and supplies with personal feminine items in the women's lavatory, as they have in the past.

Section 5. Heating and Ventilating Facilities. The Court will continue to see that the heating and ventilating facilities will be maintained to ensure comfortable working conditions in the office, as they have in the past.

Section 6. Physical Examinations. As a condition of employment, all future employees shall submit, at the Court's request, to a physical examination by a doctor designated and paid for by the Court. Employees shall also submit an employment data form as provided by the Court if such employment data is not presently on file. Refusal to



submit to said physical examination, or the making of a false statement or material fact upon such employment data form, shall constitute cause for discharge.

If the Court has reason to suspect that an employee has a physical condition which may endanger the employee's health during their employment or interfere with the work of the employee or other employees, the Court may require the employee to be examined again at any time for such possible illness or injury, by a doctor designated and paid for by the Court.

If the Court requires the employee to take a gynecological examination and the employee objects to the Court-designated doctor, the employee may be examined by a mutually approved personal physician. In the absence of mutual agreement, the parties will select a physician from a recommendation by the Court or local medical society, by alternate striking if necessary.

Section 7. Office Injuries. Employees sustaining injuries in the performance of their official duties on behalf of the Court will be permitted to secure required medical attention during working hours on the day of the injury by a doctor designated by the Court. The employee will be compensated for the necessary time lost during the regular schedule of work on that day.

If the injury is such that the employee is permitted to return to work, the employee shall return during his regular shift and complete the normal work day. In the event the injury is such that the employee is required by the Court to make additional medical visits during the employee's scheduled work hours to secure medical attention by a doctor designated by the Court, the employee will be compensated for the necessary time lost during the regular schedule of work on that day.

## ARTICLE XXV MISCELLANEOUS

Section 1. Authority of Supervision. In the event an employee is given a conflicting or countermanding instruction or directive from a different supervisor, the employee shall advise the second (2nd) supervisor of the prior instruction(s). If the second (2nd) supervisor verbally re-affirms the directive after being so advised, the employee shall comply with the directive of the second (2nd) supervisor. The employee shall notify the first (1st) supervisor of the conflicting directive at the first opportunity. The first (1st) supervisor shall consult with the second (2nd) supervisor, as required, to resolve any continuing disputes.

Section 2. Job Descriptions. The Court agrees to provide the Union with updated job descriptions from the Rye Study for all classifications covered by this Agreement.

Section 3. Union Bulletin Board. The Court shall furnish a bulletin board for the exclusive use of the Union. This bulletin board may be used for the posting of notices, provided such notices are initialed by the Chief Steward or the Committee, and is restricted to notices of the following types only: (a) notices of Union recreation and social affairs; (b)

notices of Union elections; (c) notices of results of Union elections; (d) notices of Union meetings; and (e) notices of official Union business.

Section 4. Training. The Court will endeavor to provide sufficient training to enable newly hired, promoted and continuing employees to effectively deal with circumstances normally met on the job. Employees selected for training shall not refuse to attend such training.

Section 5. Employee Information. It shall be the responsibility of employees to notify the Court, in writing on forms provided by the Human Resources Department, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. The Court has no responsibility to determine the correctness of this address or telephone number. The Court shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 6. Tools and Equipment. The Court will continue to provide and maintain in a proper working condition the tools and equipment that are necessary for an employee to perform his/her duties in an efficient manner.

Section 7. Mileage Allowance. Employees, when required to use their private vehicles in the performance of their assigned duties, shall be paid for actual trip mileage at the rate established from time to time by the Court. Each employee shall be required to keep accurate records of the number of miles such car is used, which records shall include the date of use, the place or places visited, the person contacted at each such place and the purpose of such trip. No employee will be entitled to mileage under this provision unless the employee has been authorized by the Court to use his personal car for Court business. Such authorization shall be in writing and shall indicate the period of time for which the authorization remains in effect.

Section 8. Attendance. Employees shall be regular in their attendance and shall observe the scheduled working hours established by the Friend of the Court. Arrangements for time off must be made with the Friend of the Court in accordance with the provisions under which time off is to be taken. If an employee is unable to report for work at his scheduled starting time, the employee must notify his supervisor not later than one (1) hour after his scheduled starting time. If it is physically impossible for the employee to provide advance notice, the employee shall provide such notice as soon as he is physically able to do so. Failure to provide timely notice may result in disciplinary action.

Section 9. UAW V-CAP.

(a) During the life of this Agreement, the Court agrees to deduct contributions to the UAW V-CAP from the wages of each employee who has on file with the Court an unrevoked "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form. All authorizations shall be completely voluntary and may be revoked at any time by the employee upon written notice thereof to the Court.

(b) Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Check Off of Contributions to UAW V-CAP" form. Deductions shall be made from the employee's first pay commencing with the month following the Court's receipt of the employee's signed authorization, and shall continue until said authorization is revoked in writing, or this Agreement expires, whichever is earlier.

(c) The Court agrees to remit all deductions herein provided promptly to the UAW V-CAP, care of the Union. The Court further agrees to provide UAW V-CAP with a copy of each employee's "Authorization for Assignment and Check Off of Contribution to UAW V-CAP" form. The Court also agrees to furnish UAW V-CAP with a list of the employees from whom deductions have been made, and the amount of the deduction that has been made for each such employee's pay. This information shall be furnished with each remittance.

(d) The Union will defend, indemnify and save harmless the Court from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Court for the purpose of complying with this Section.

## ARTICLE XXVI SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the parties in connection with the wages, hours and other terms and conditions of employment of employees covered by this Agreement. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Court and the Union.

Section 2. The Court 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 Court 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 3. Any agreement reached between the Court and the Union is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

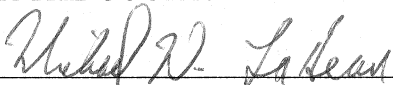
Section 5. During the contract negotiations the parties discussed major changes in employees wages, hours, and working conditions that may be undertaken by the Friend of the Court during the term of this Agreement. If any such changes are implemented, the parties will meet to negotiate the effects of the changes on employees.

ARTICLE XXVII  
DURATION

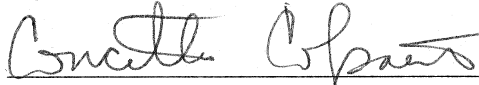
This Agreement shall be effective September 25, 2007, and shall continue in full force and effect until midnight December 31, 2010, and thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to expiration, notifies the other party in writing of its desire 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 the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the date first above written.

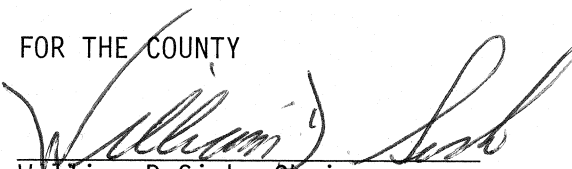
FOR THE COURT:

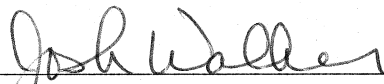
  
\_\_\_\_\_  
Honorable Michael W. LaBeau  
Chief Circuit Court Judge

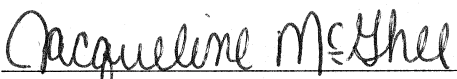
FOR THE UNION:


  
\_\_\_\_\_  
Concetta Colpaert, Chief Steward

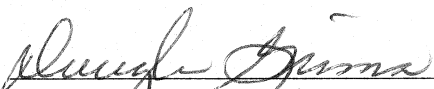
FOR THE COUNTY

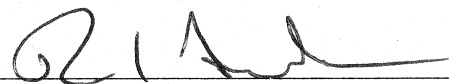
  
\_\_\_\_\_  
William D Sisk, Chairman  
Monroe County Board of Commissioners

  
\_\_\_\_\_  
Joshua Walker, Committeeperson

  
\_\_\_\_\_  
Jacqueline McGhee, Committeeperson

  
\_\_\_\_\_  
Jim Burton, Finance Secretary/Treas.

  
\_\_\_\_\_  
Douglas Grima, President  
Local 174

  
\_\_\_\_\_  
Rory L. Gamble, UAW Region 1A  
Director

APPENDIX A

Effective 1/01/07

Classification	Grade	Step	1	2	3	4	5	6	7	8	9
		Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	8 Year
File Clerk	3		10.44	10.73	11.03	11.34	11.66	11.99	12.34	12.69	13.05
Secretary	6		12.88	13.25	13.63	14.01	14.42	14.83	15.24	15.68	16.13
Enforcement Aide	7		14.04	14.43	14.85	15.27	15.70	16.15	16.60	17.08	17.55
Enforcement Spec.	9		16.23	16.69	17.16	17.64	18.15	18.66	19.19	19.73	20.29
Maintenance Opr.	9		16.23	16.69	17.16	17.64	18.15	18.66	19.19	19.73	20.29
*Investigator	11		18.77	19.28	19.83	20.39	20.97	21.56	22.18	22.79	23.43
**Investigator	P08		19.11	21.07	22.05	23.05	24.00				
Client Svs. Coord.	SM12		26.99	28.26	29.59	30.98	32.45				

Effective 1/01/08

Classification	Grade	Step	1	2	3	4	5	6	7	8	9
		Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	7 Year	8 Year
File Clerk	3		10.75	11.05	11.36	11.68	12.01	12.35	12.71	13.07	13.44
Secretary	6		13.27	13.65	14.04	14.43	14.85	15.27	15.70	16.15	16.61
Enforcement Aide	7		14.46	14.86	15.30	15.73	16.17	16.63	17.10	17.59	18.08
Enforcement Spec.	9		16.72	17.19	17.67	18.17	18.69	19.22	19.77	20.32	20.90
Maintenance Opr.	9		16.72	17.19	17.67	18.17	18.69	19.22	19.77	20.32	20.90
*Investigator	11		19.33	19.86	20.42	21.00	21.60	22.21	22.85	23.47	24.13
**Investigator	P08		19.68	21.70	22.71	23.74	24.72				
Client Svs. Coord.	SM12		27.80	29.11	30.48	31.91	33.42				

Effective 1/01/09

Classification	Grade	Step	1	2	3	4	5	6	7	8	9
		Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	6 Year	7 Year	8 Year
File Clerk	3		11.08	11.38	11.70	12.03	12.37	12.72	13.09	13.46	13.84
Secretary	6		13.66	14.06	14.46	14.86	15.30	15.73	16.17	16.63	17.11
Enforcement Aide	7		14.90	15.31	15.75	16.20	16.66	17.13	17.61	18.12	18.62
Enforcement Spec.	9		17.22	17.71	18.21	18.71	19.26	19.80	20.36	20.93	21.53
Maintenance Opr.	9		17.22	17.71	18.21	18.71	19.26	19.80	20.36	20.93	21.53
*Investigator	11		19.91	20.45	21.04	21.63	22.25	22.87	23.53	24.18	24.86
**Investigator	P08		20.27	22.35	23.39	24.45	25.46				
Client Svs. Coord.	SM12		28.63	29.98	31.39	32.87	34.43				

\*Rate of Pay for Investigators hired on or after 1/01/04.

\*\*Rate of Pay for Investigators hired prior to 1/01/04.

Effective 1/01/10

<u>Classification</u>	Grade	Step	1	2	3	4	5	6	7	8	9
		Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	
File Clerk	3	11.41	11.72	12.05	12.39	12.74	13.10	13.48	13.87	14.26	
Secretary	6	14.07	14.48	14.89	15.31	15.76	16.21	16.65	17.13	17.63	
Enforcement Aide	7	15.34	15.77	16.23	16.69	17.16	17.65	18.14	18.66	19.18	
Enforcement Spec.	9	17.73	18.24	18.75	19.28	19.83	20.39	20.97	21.56	22.17	
Maintenance Opr.	9	17.73	18.24	18.75	19.28	19.83	20.39	20.97	21.56	22.17	
*Investigator	11	20.51	21.07	21.67	22.28	22.91	23.56	24.24	24.90	25.60	
**Investigator	P08	20.88	23.02	24.09	25.19	26.23					
Client Svs. Coord.	SM12	29.49	30.88	32.33	33.85	35.46					

\*Rate of Pay for Investigators hired on or after 1/01/04.

\*\*Rate of Pay for Invesigators hired prior to 1/01/04.

APPENDIX B

JOB CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>GRADE</u>
File Clerk	Rye 3
Secretary	Rye 6
Enforcement Aide	Rye 7
Maintenance Operator	Rye 9
Enforcement Specialist	Rye 9
Investigator	P08*
Investigator	Rye 11**
Client Services Coordinator	SM12

\*Pay Grade for those Investigators hired prior to 1/01/04.

\*\*Pay Grade for those Investigators hired on or after 1/01/04.



APPENDIX C  
EMPLOYMENT RULES

		<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
1.	Parking in parking lot when not assigned to a parking place	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
2.	Tardiness or absenteeism	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
3.	Contributing to unsanitary conditions or poor housekeeping	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
4.	Wasting time, loitering or leaving place of work during working hours without permission	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
5.	Soliciting, or collecting contributions for any purpose, unless authorized by the Court	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
6.	Failure to follow verbal or written instructions	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
7.	Leaving the Courthouse or building during working hours without permission	Verbal Warning	Written Warning	Day Layoff	Week Layoff	Discharge
8.	Poor job performance	Verbal Warning	Written Layoff	Day Layoff	Week	Discharge

9.	Causing child support, alimony, or other funds to be transmitted to incorrect payee/recipient*	Written Warning	Day Layoff	Week Layoff	Discharge
10.	Insubordination	Week Layoff, up to including Discharge			
11.	Threatening, intimidating, coercing, or interfering with fellow employees or public.	Week Layoff, up to including Discharge			
12.	Conducting private and/or personal business on Court time	Week Layoff, up to including Discharge			
13.	Provoking or instigating a fight or fighting during working hours or on Court property	Week Layoff, up to including Discharge			
14.	Theft of any Court or employee's property	Discharge			
15.	Removal of any Court equipment without written authorization	Discharge			
16.	Immoral conduct or indecency	Discharge			
17.	Felony offense	Discharge			

18. Slapping, striking, Discharge  
hitting or using  
unnecessary force  
upon citizen, fellow  
employee and/or  
litigants

\* Any employee who causes child support and/or alimony and/or other funds, entrusted to the Monroe County Friend of the Court for collection and disbursement, to be transmitted to an incorrect payee/recipient shall not be required to reimburse the County for these funds.

Note: The accumulation by an employee of any five (5) written notices or disciplinary penalties during any twelve (12) month period shall be cause for discharge.

APPENDIX D  
LETTER OF UNDERSTANDING

RE: FLEX SCHEDULES OF EMPLOYEES ELECTED  
OR APPOINTED TO A UNION POSITION

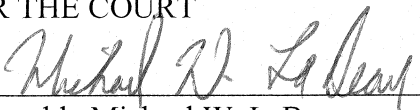
The Union and the Court agree that up to a maximum of one (1) employee who is elected or appointed to a Union position shall be granted time off, without pay, to perform his Union duties, subject to the understanding that all time off approved by the Court for said purposes shall be made up during the same work week in which the time off is taken. Said time off shall be limited to two (2) hours per week for a maximum of three (3) weeks per calendar month, and up to four (4) hours for one week per calendar month. The week in which four (4) hours time off is granted shall be the same week in which the Union holds its executive board meeting. The Union further agrees that it shall provide a minimum of seven (7) calendar days advanced notice of the dates and times the employee desires to take time off for the above referenced purposes, and the dates and times the employee will make up the hours lost.

In consideration of the Court's agreement to permit the employee to flex his work schedule in order to perform his responsibilities to the Union, the Union agrees that all time off requested will be at those times which will minimize disruption to the Court's operations and that all time made up will be between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Further, notwithstanding the provisions of Article XVI, the payment of overtime shall not be required for any hours worked in excess of eight (8) hours in the work day(s) in which the employee makes up time as provided in this Letter of Understanding.

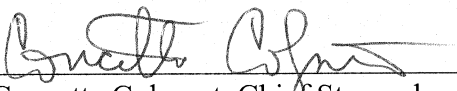
This Letter of Understanding shall not preclude the elected or appointed member from exercising the Union Leave specified in Article XXI.

Signed this \_\_\_\_\_ day of September, 2007.

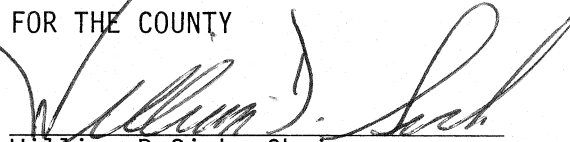
FOR THE COURT

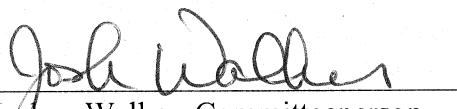
  
Honorable Michael W. LaBeau  
Chief Circuit Court Judge

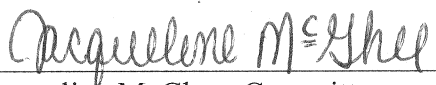
FOR THE UNION

  
Concetta Colpaert, Chief Steward


FOR THE COUNTY


  
William D Sisk, Chairman  
Monroe County Board of Commissioners

  
Joshua Walker, Committeeperson

  
Jacqueline McGhee, Committeeperson

  
Jim Burton, Finance Secretary/Treas.

  
Douglas Grima, President  
Local 174

  
Rory L. Gamble, UAW Region 1A  
Director

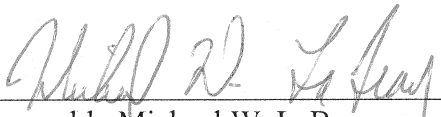
APPENDIX E  
LETTER OF UNDERSTANDING

RE: POSITION VACANCIES


The parties recognize that there may be circumstances where candidates for position vacancies possess all of the minimum requirements for the position vacancy with the exception of its stated education requirements. In those circumstances, the parties agree that the Friend of the Court may, at his sole and exclusive discretion, appoint a person to such a vacancy if at the time of said appointment the person has earned at least fifty (50%) percent of the required credit hours for that position and agrees to fulfill the remaining requirement within such time and subject to such other terms and conditions as may be agreeable to the Friend of the Court, the employee and the Union.

Signed this \_\_\_\_\_ day of September, 2007.

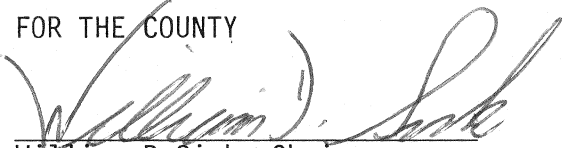
FOR THE COURT


  
\_\_\_\_\_  
Honorable Michael W. LaBeau  
Chief Circuit Court Judge

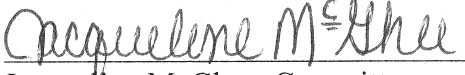
FOR THE UNION

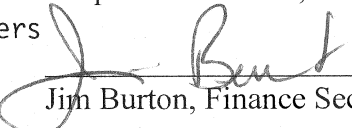
  
\_\_\_\_\_  
Concetta Colpaert, Chief Steward


FOR THE COUNTY


  
\_\_\_\_\_  
William D Sisk, Chairman  
Monroe County Board of Commissioners

  
\_\_\_\_\_  
Joshua Walker, Committeeperson

  
\_\_\_\_\_  
Jacqueline McGhee, Committeeperson

  
\_\_\_\_\_  
Jim Burton, Finance Secretary/Treas.

  
\_\_\_\_\_  
Douglas Grima, President  
Local 174

  
\_\_\_\_\_  
Rory L. Gamble, UAW Region 1A  
Director

MEMORANDUM OF UNDERSTANDING

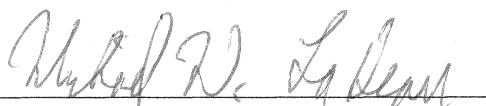
Re: Dental Benefits

It is hereby agreed by and between the parties that the County will investigate the cost of providing an 80/20% co-pay dental plan, with and without an orthodontic benefit rider. These costs will then be provided to the Union's Chief Steward and International Representative, who will then determine whether the bargaining unit prefers to retain the current level of benefits or adopt a plan with an improved level of benefits.

Should the bargaining unit select a plan with an improved level of benefits, the plan selected shall be substituted effective October 1, 2007, for the plan referenced in Article XIX, Section 3, Dental Care Benefits, of the parties' Collective Bargaining Agreement, and thereafter shall be the only dental plan available to the bargaining unit. Further, should the projected illustrated premium cost of the substituted plan exceed the projected illustrated premium cost of the Employer providing employees a 75/25% co-pay dental plan, employees shall pay such difference through automatic payroll deductions. (Note: Employee contributions shall be subject to periodic adjustments based upon fluctuations in the projected illustrated premium cost of the plan selected and the projected illustrated premium cost of the Employer providing employees a 75/25% co-pay plan.) All other provisions of Article XIX, Section 3, Dental Care Benefits, shall remain unchanged.

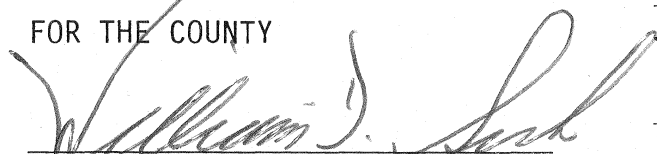
Signed this \_\_\_\_\_ day of September, 2007.

FOR THE COURT




Honorable Michael W. LaBeau  
Chief Circuit Court Judge

FOR THE COUNTY

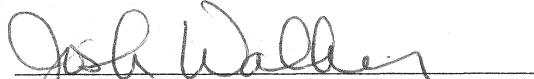


William D Sisk, Chairman  
Monroe County Board of Commissioners

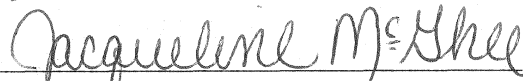
FOR THE UNION



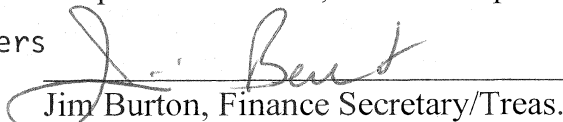
Concetta Colpaert, Chief Steward



Joshua Walker, Committeeperson



Jacqueline McGhee, Committeeperson



Jim Burton, Finance Secretary/Treas.



Douglas Grima, President

Local 174



Rory L. Gamble, UAW Region 1A  
Director