



AGREEMENT BETWEEN THE
FIRST JUDICIAL DISTRICT COURT
FOR THE
COUNTY OF MONROE

AND

FIRST DISTRICT COURT EMPLOYEES ASSOCIATION UNIT II – SUPERVISORS

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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AGREEMENT

This Agreement, entered into on this 14th day of December, 2010 by and between the First Judicial District Court for the County of Monroe, Michigan, (hereinafter referred to as the "Employer"), and the First District Court Employees Association/Unit II, (hereinafter referred to as the "Association").

ARTICLE I PURPOSE AND INTENT

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Association.

Section 2. The terms of this Agreement are to be interpreted strictly and are not to be expanded for any purpose or reason other than as specified by this Agreement's express terms.

ARTICLE II RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment of employees in the following bargaining unit:

All regular full-time Division Supervisors and Chief Account Clerk; but excluding all Deputy Court Clerks I & II, Secretary, Account Clerk, Assignment Clerk, Head Cashier Clerk, Judges, Court Administrator, Deputy Court Administrator, Magistrates, Judicial Secretaries, Probation Officers, Court or Contract Bailiffs, Court Recorders, part-time employees, temporary employees, supervisors, and all other employees.

Section 2. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement or enter into a contract with employees, individually or collectively, which in any way conflicts with the terms of this Agreement affects the wages, hours or working conditions of said employees, or is otherwise a proper subject for collective bargaining. Any such agreement shall be null and void.

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

(a) Unless otherwise indicated in this Agreement, a "full-time employee" shall mean a person who is regularly scheduled to work the regular work week of forty (40) hours per week as defined in Article XIII, Hours of Work. This shall not constitute a guarantee of pay or work.

(b) "Temporary Employee" shall mean a person employed by the Employer for a special project or for a period of limited duration.

- (c) Unless otherwise indicated, the term "day(s)" means calendar day(s).
- (d) Pronouns of masculine or feminine gender shall include the other.

ARTICLE III
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, handicap, religion, national origin, association activity, or political affiliation, except as otherwise provided by state or federal law.

ARTICLE IV
EMPLOYER RIGHTS

The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States and the inherent power of the Judiciary, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the District Court and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications, and requirements, their termination, dismissal or demotion; and to promote, and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management/supervisory organization; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to transfer or reduce personnel, when, in the judgment of the Employer, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and only so long as such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, and the inherent power of the Judiciary. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district, or local laws or regulations as they pertain to the District Court.

ARTICLE V
ASSOCIATION SECURITY

Section 1. Association Dues or Service Fees. It shall be a condition of employment that all regular full-time employees of the Employer 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 Association 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 Association, on or before thirty-one (31) calendar days 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 shall have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Association and the Employer), or they shall pay dues or fees directly to the Association.

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

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

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

(e) All sums deducted by the Employer shall be remitted to the Association'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 Association dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

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

(g) The Employer shall not be liable to the Association 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 Association either Association dues or service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

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

(2) The Association shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the thirty (30) day period set forth in Section 3(a)(1) above:

The Association certifies that (Name) has failed to tender either Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee.

A copy of such notice shall, at the same time, be given by the Association to the employee.

(b) Upon receipt of such notice, the Employer shall communicate the Association'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 Association, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer), or he or she shall be terminated.

Section 4. Save Harmless. The Association shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with 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 VI
REPRESENTATION

Section 1. The employees shall be represented in negotiations by a bargaining committee of not less than two (2) members. This committee shall be selected in any manner determined by the Association; however, those selected must be on the seniority list.

Section 2. In addition to the foregoing, employees shall be represented in the day-to-day administration of this Agreement by a Steward or, in the absence of the Steward, an Alternate

Steward. When it is necessary for the Steward or the Alternate Steward to meet with the Employer's Representatives in the grievance procedure, they will be permitted to leave their assigned work after they notify the Court Administrator or designee and have been adequately replaced. In such circumstances, the Steward or Alternate Steward will be compensated at their regular rate of pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abused.

Section 3. The Association will notify the Employer, in writing, of the names and titles of their representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Employer is advised that the person has become a representative.

Section 4. After appropriate notice to the designated representatives of the Employer, the Association's Business Agent will be permitted access to employees at reasonable times when necessary to transact legitimate Association business pertaining to the administration of this Agreement.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall be defined as a disagreement between the Employer and one or more of the employees represented by the Association as to the interpretation or application of a specific provision of this Agreement.

Section 2. Settlement of Grievances. All grievances shall be settled in accordance with the grievance procedure set forth below:

Step 1

Any employee having a grievance shall first take up the matter with the Court Administrator (or her designated representative) and the Association Steward or the Steward's Alternate, within seven (7) work days of its occurrence.

Step 2

If the grievance is not settled at Step 1, the Steward, or her Alternate, shall submit a written grievance, signed by the employee and the Steward (or Alternate) to the Court Administrator within fifteen (15) work days of its occurrence. The Court Administrator will meet with the Steward (or Alternate) and the employee within five (5) work days of receipt of the written grievance. The Court Administrator shall give her written decision to the grievance within five (5) work days of this Step 2 meeting.

Step 3

If the grievance is not settled at Step 2, the Association may request a meeting to be held between the Association President, the Court Administrator, the Human Resources Director and the Association's Business Agent, or their respective designated representatives. Such request shall be made in writing to the Human Resources Director by the Steward (or alternate) within five (5) work days after receipt of the Step 2 answer. The Human Resources Director (or her designated representative) shall schedule a meeting within ten (10) work days of receipt of the written request. The decision of the Human Resources Director (or her designated representative) shall be given in writing, within the next seven (7) work days following the termination of the Step 3 meeting.

Step 4
Arbitration

(a) If the grievance is not satisfactorily settled at Step 3, either the Employer or the Association may, within ten (10) work days after receipt of the Step 3 answer, request that the grievance be submitted to binding arbitration. If the grievance is not submitted to arbitration within such ten (10) day period, it will be considered closed on the basis of the Step 3 answer.

(b) If the grievance is appealed to arbitration as herein provided, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator then the party desiring arbitration shall, within ten (10) work days of the date of its written request for arbitration, submit a demand to the American Arbitration Association for arbitration of the grievance. The arbitrator shall then be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect as of the time of such demand.

(c) The arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(d) Each party shall be responsible for its own expenses, if any, in connection with the arbitration proceedings. The arbitration fees and expenses shall be split evenly between each party.

(e) The decision of the arbitrator must be based on an interpretation of one or more of the provisions of this Agreement or any supplement or amendment thereto. The arbitrator shall have no power to add to, take from, modify, or alter this Agreement or any supplement or amendment thereto. Any matter submitted to arbitration over which the arbitrator has no power to rule shall be referred back to the parties without decision.

(f) The arbitrator's decision, when made in accordance with her jurisdiction and authority, shall be final and binding upon the Employer, the Association and any employee or employees involved and cannot be changed by any individual.

Section 3. Miscellaneous Provisions. The entire grievance procedure shall be subject to the following provisions:

(a) For purposes of this Grievance Procedure, "work days" shall exclude Saturday, Sunday and Holidays.

(b) No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within seven (7) work days of its occurrence. Any grievance not submitted within such time limit shall be considered automatically closed.

(c) In the event a grievance is not appealed or processed from a decision in any of the Steps of the Grievance Procedure to the next step in the Grievance Procedure and within the time limits as prescribed in said step, it shall be considered closed on the basis of the last decision on the grievance. If it is not answered within the time limits, the grievance will be automatically moved to the next step.

(d) Any employee reinstated after a discharge or disciplinary layoff shall be returned to the same job classification she held at the time of the discharge or disciplinary layoff, if available, and paid the regular rate of pay, for her classification.

(e) No claims for back wages shall exceed the amount of wages the employee would have otherwise earned at her regular rate, less any compensation she may have received from any source whatsoever during the period of time in question.

(f) The time limitations set forth in this Grievance Procedure may be extended by mutual agreement of the Employer and the Association.

ARTICLE VIII STRIKES AND LOCKOUTS

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

(b) The employee cannot be ordered to cross a picket line if such action could adversely affect the personal safety of the employee. The Employer shall not be required to pay the wages of the employees who are unable to report to work on agency property under this section.

(c) In the event an individual employee or group of employees engages in any of the prohibited activities set forth in paragraph (a) above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in paragraph (a) 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 Employer 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.

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

(e) In the event of any conduct prohibited in paragraph (a) above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

(f) In the event of any conduct prohibited in paragraph (a) above, the Association, 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.

ARTICLE IX SENIORITY

Section 1. All employees covered by this Agreement, whether or not previously employed by the Employer, shall be on probation for the first ninety (90) calendar days of their employment, computed from their last date of hire into this bargaining unit.

Section 2. All probationary employees may be dismissed during their probationary period at the Employer's sole discretion. The Employer's action with respect to such probationary employees shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3. The Employer shall have no responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of her probationary period. If any person who was terminated during her probationary period is rehired by the Employer, she shall start as a new employee and shall serve a new full probationary period.

Section 4. Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the said probationary period, an employee shall be entered on the seniority list and credited with bargaining unit seniority from her original date of hire into this bargaining unit. The employee shall also be credited with District Court seniority from her earliest date of hire in either District Court Unit I or Unit II.

Section 5. An employee shall lose all seniority rights and her employment for any of the following reasons:

- (a) Voluntary resignation.
- (b) Discharge for just cause.
- (c) Failure to return to work within ten (10) working days after receipt of notice of recall from layoff by certified mail, return receipt requested.
- (d) The employee has been on layoff for the length of her seniority or two (2) years, whichever is shorter.
- (e) The employee fails to report to work on the first day following expiration of a leave of absence.
- (f) The employee is employed elsewhere during a leave of absence without advance written approval of the Employer.
- (g) An employee is absent for three (3) consecutive working days without notifying the Employer.

(h) An employee is on a disability leave of absence for more than two (2) years. If an employee goes on a leave of absence within ninety (90) days after her return from a previous leave of absence, she shall be deemed to be continuing the original leave of absence.

ARTICLE X DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall be subject to discipline or discharge for just cause. Should the employee desire to contest such discipline, the matter shall be processed under the grievance procedure, commencing at Step 2.

Section 2. If an employee is called in for disciplinary action, the employee may request the presence of a Steward.

ARTICLE XI VACANCIES

Section 1. Regular Bargaining Unit Vacancies. The following provisions shall govern the filling of regular bargaining unit position vacancies:

(a) The Employer will post a notice of vacancy for five (5) working days on the bulletin board provided for in this Agreement setting forth the title of the position, the division in which it is located, the rate of pay and a brief description of the position's required duties.

(b) All employees covered by this Agreement shall be eligible to submit a bid requesting consideration for a transfer to a regular bargaining unit position vacancy. Only those employees who make written application during the five (5) day posting period will be considered for the job. Appointments shall be made on the basis of seniority and qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. Employees who are transferred pursuant to this provision shall be subject to a thirty (30) working day qualifying period. In the event the employee does not successfully complete the qualifying period, such employee shall be returned to her former position without loss of seniority or pay. Notice of the successful bidder, if any, shall be posted within ten (10) working days of the close of the posting period.

(c) If no employees in the bargaining unit apply for the position, or none of the bidders are qualified for the position vacancy, the Employer may fill the posted vacancy by hiring a person from outside the bargaining unit.

Section 2. Regular Non-Bargaining Unit Position Vacancies. Any employee who bids on and is voluntarily transferred to a regular, non-bargaining unit position vacancy (other than a vacancy in POAM District Unit I) for a period in excess of ninety (90) calendar days, shall lose all bargaining unit seniority. Employees who transfer into a POAM District Court Unit I position shall have their bargaining unit seniority frozen until their return to this bargaining unit, when it shall resume accruing.

Section 3. Appointment to Temporary Non-Bargaining Unit Position Vacancies. Members of the bargaining unit may be transferred or used to fill a non-bargaining unit vacancy within the First District Court Clerk's office at the discretion of the Employer on a temporary basis.

Every effort will be made to fill the temporary position as soon as possible from outside the bargaining unit.

ARTICLE XII
LAY-OFF AND RECALL

Section 1. In lieu of lay-offs or permanent reduction in force, the Employer may request a meeting with the Association for the purpose of reaching an agreement on a reduced work schedule in order to curtail lay-offs or permanent reductions.

The Association agrees to indemnify and save the Employer and its agents harmless against any claims, demands, suits, and any other forms of liability which may result from the Employer's use of this provision.

Section 2. When it is necessary to reduce employees in the bargaining unit, the following procedure shall be used in making such reduction:

(a) Probationary employees in the job classification and division being reduced shall be the first to be laid off (in any order) prior to seniority employees in said job classification and division, provided the remaining seniority employees in that job classification and division are able to perform the available work with minimal instruction and supervision.

(b) If it is necessary to lay off additional employees in the job classification and division being reduced, seniority employees will be laid off in inverse order of their District Court seniority (i.e., least senior first), provided the remaining seniority employees in that job classification and division are able to perform the available work with minimal instruction and supervision.

(c) An employee who has been displaced shall have the right to exercise her District Court seniority to displace another employee as follows:

Step 1

The employee shall first displace the employee in this bargaining unit with the least District Court seniority in her pay grade who holds a position for which she is qualified and capable of performing the required duties.

Step 2

If the employee has not been placed utilizing Step 1, the employee may displace the employee with the least District Court seniority in the next lower pay grade (if any) in this bargaining unit who holds a position for which she is qualified and capable of performing the required duties.

Step 3

If the employee has not been placed utilizing Step 2, the employee may displace the employee with the least District Court seniority in Unit I in the next lower pay grade who holds a position for which she is qualified and capable of performing the required duties.

Step 4

If the employee has not been placed utilizing Step 3, the employee shall be laid off.

Section 3. The Employer shall give fourteen (14) calendar days notice to the Association and employee prior to any layoff. In the event of an emergency beyond the control of the Employer, arising from an Act of God, e.g., flood, fire, storm, civil disturbance, or power failure, etc., the Employer shall have the right to make temporary adjustments of the work force for a period to not exceed five (5) work days without regard to seniority. If such conditions exceed five (5) work days, the work force shall be adjusted according to the layoff procedure.

Section 4. Probationary employees shall have no right of recall from lay-off. Full-time employees shall be eligible for recall for a period of two (2) years from date of lay-off, or a period equal to their accrued seniority, whichever is shorter. Recall of full-time seniority employees will be in reverse order of lay-off. Employees who are on the lay-off list shall have ten (10) work days from the date of notification by registered mail or certified mail within which to return to the employment of the Employer. During this time, the job may be temporarily filled. If the employee fails to return during this period, she shall forfeit her seniority and right of recall.

Section 5. An employee recalled and reinstated to her former position shall receive her former rate of pay, in addition to any wage increases which are applied to her job classification during the period she was on the recall list.

Section 6. Employees who are laid off shall be paid for any and all unused vacation days that they have accumulated during their employment. If the period of layoff is expected to be for a period of less than three (3) months, the employee may elect not to be paid and retain her accrued vacation pending her return to duty.

Section 7. The Association's Steward shall be given the names and order of lay-off or recall whenever employees are laid off or recalled to work.

ARTICLE XIII HOURS OF WORK

Section 1. Regular Work Week/Regular Work Day. The regular work day for all employees consists of eight (8) consecutive hours, exclusive of a one (1) hour lunch period.

The regular work week of all employees presently consists of forty (40) hours spread over five (5) consecutive work days in any one week commencing at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

Section 2. Overtime. Employees who work more than 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 forty (40) hours in the work week. For the purpose of this provision, hours for which a person is off work due to paid vacation, paid funeral time and paid holidays shall count as hours worked.

Employees shall not work more than the regular work day or the regular work week without prior approval of the Court Administrator or designee.

Section 3. Emergency Duty. When an employee is called to work at other than the normal scheduled working time, the employee shall receive a minimum of one (1) hour of compensatory time off or pay.

Section 4. Equalization of Overtime. Overtime will be rotated and equalized for those employees possessing the skill and ability within each classification and division covered by this Agreement. A periodic three (3) month review will be made of the overtime.

Section 5. 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 five (5) minutes for any one (1) hour increment of overtime work will be granted. Relief periods shall be taken at reasonable and convenient times so as not to interfere with the Department's operations. Each employee shall receive a one (1) hour unpaid lunch period each work day. Lunch periods may be scheduled on a staggered basis so as to permit the continuous operation of the Department. Employees will be informed of changes in their regular scheduled lunch period by 9:00 a.m., except in cases of emergency.

ARTICLE XIV COMPENSATION

Section 1. Payment of Wages. Employees will be paid wages due by check or direct deposit every two (2) weeks. Payroll checks will be distributed by the Department Head, or her representative, every other Friday as early as possible in the day. Each employee shall be provided with an itemized statement of her earnings and all deductions made for any purpose. One (1) week of wages is withheld to provide the necessary time to prepare the payroll. In the event a holiday falls on a payroll Friday, the checks will be distributed on the last working day preceding the holiday as early as possible in the day.

Section 2. Base Wages. The pay grades and base wage rates for each classification covered under this Agreement as of January 1, 2011, January 1, 2012, and January 1, 2013, respectively, are set forth in Appendix A.

New hires shall be placed 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 she reaches the maximum step of the Wage Schedule for her classification and pay grade.

Section 3. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies and Reclassifications.

(a) If an employee is promoted to a classification in a higher pay grade, her 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 she was last paid in her 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, her base pay shall remain the same.

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

ARTICLE XV JOB CLASSIFICATIONS

If a new job classification is created by the Employer during the term of this Agreement resulting from new equipment or a significant change in the methods of operation, the Employer shall establish a temporary rate for that job classification and shall notify the Association immediately of the establishment of the new job classification and the temporary rate. Within ten (10) work days after such notification the Association may request, in writing, the opportunity to bargain with the Employer on the rate of pay for the new classification. If the Association does not request negotiations within the aforesaid ten (10) work day period, the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this Agreement. If no agreement has been reached at the end of the thirty (30) calendar days after the first meeting between the Association and the Employer on the rate of pay for such new job classification, the matter shall be processed through the grievance procedure. In the event of proposed technological changes, such as, the introduction of automated office machinery, the Employer agrees to discuss such changes with the Association representative and further agrees to offer such employment to the present qualified employees before hiring from the outside market.

ARTICLE XVI INSURANCE

Section 1. Health Care Benefits.

(a) From the date of ratification of this Agreement by both parties through and including December 31, 2010, there shall be no changes in employees' health care benefit plans.

(b) Effective January 1, 2011, 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, and brand name non-preferred formulary \$40 co-pay.
- 2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
- 3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.

- 4) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 4 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
- 5) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 5 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
- 6) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 6 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.

Except as otherwise provided herein the County and the employee shall each make contributions toward the cost of coverage as follows:

Commencing January 1, 2011, the County shall apply 90% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2012, the County shall apply 88% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2013, the County shall apply 85% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

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

(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 her regular employment with the Employer. The Human Resources Department shall provide all such necessary forms for enrollment.

(d) Except as otherwise provided in Article XX, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than thirty

(30) days, the employee will be responsible for paying all her benefit costs for the period she is not on the active payroll. 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 thirty (30) days, 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 thirty (30) days or who terminates their employment may elect under COBRA to continue the coverage herein provided at her own expense.

(g) The Employer reserves the right to change the carrier(s), the plan(s), 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.

(h) To be eligible for health care benefits as provided above, an employee must document all coverage available to her under her 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.

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 herself, her 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, paid in a separate check the first non-pay Friday 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 she 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, her 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 her 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 her spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, paid in a separate check the first non-pay 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 her spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, paid in a separate check the first non-pay Friday payable 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 her spouse and/or dependents may apply to have such benefits reinstated, provided she demonstrates that her 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 Employer shall provide such regular, full-time seniority employee (and her eligible dependents*) the 75-25 Co-Pay Delta 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 Employer's designated Human Resources Department upon the commencement of her regular employment with the Employer.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than thirty (30) days, the employee will be responsible for her benefit costs for the period she 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 thirty (30) days.

(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 thirty (30) days, 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 thirty (30) days or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

(f) The Employer reserves the right to change the plan, 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 Employer shall provide each regular, full-time employee (and her eligible dependents^{*}) vision care benefits coverage under the Blue Cross/Blue Shield of Michigan Vision A-80 Plan.

Coverage under the foregoing plan shall be subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in said plans. 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 her regular employment with the Employer. The Human Resources Department shall provide forms to employees.*

(c) Subject to the other provisions of this Agreement, the Employer 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 thirty (30) days, the

employee will be responsible for her benefits costs for the period she 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 thirty (30) days.

(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 thirty (30) days, terminates, retires, or is laid off. Upon return from a leave of absence of more than thirty (30) days 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 thirty (30) days or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

(f) The Employer reserves the right to change the plan, 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 Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in accordance with the following schedule:

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
\$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 her regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer 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 thirty (30) days, the employee will be responsible for her benefit costs for

the period she 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 thirty (30) days.

(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 not more than thirty (30) days, terminates, retires or is laid off. Upon return from a leave of absence of more than thirty (30) days, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

(e) The Employer reserves the right to change the plan, 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 Disability Benefits.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee the following disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the current plan.

(b) For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to her occupation, provided that the employee shall be deemed not to be disabled if she engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which she is reasonably fitted by education, training or experience.

If, at the end of the initial twenty-six (26) week disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer 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 she went on disability, for such time as the employee is eligible to receive disability benefits for 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 her disability benefits.

(c) The amount of disability income benefits provided by the Employer shall be 67% of the employee's gross basic monthly earnings with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. The maximum benefit period shall be two (2) years.

(d) Disability benefits are subject to reduction by any of the following other income benefits for which the employee may be eligible:

- ❑ Social Security Disability Benefits
- ❑ Workers' Compensation Disability Benefits
- ❑ Pension Disability Benefits
- ❑ Disability Benefits under any "no-fault" automobile reparation insurance law.

The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully apprised in writing of her eligibility for and the status of said benefits and provide the Employer with such certification as it may require.

(e) The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement.

(f) Any employee going on disability shall complete the disability form provided by the Employer'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.

(g) 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 Employer but not less than once per month. The Employer 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 Employer'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 her examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and her examination will be at the Employer'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 Employer as to said employee will be done by such physician.

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

(i) Successive periods of disability separated by less than two weeks of full-time employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely

unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

(j) No payment will be made for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.

(k) When an employee is on disability, she 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 Employer.

(l) Disability payments shall be made on a weekly or bi-weekly basis.

(m) To qualify for disability 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 her regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as she enrolls and makes proper application during an open enrollment period.

(n) An employee's disability benefit plan 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.

(o) The Employer reserves the right to change the plan, 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.

* 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 XVII RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan for Employees Hired prior to January 1, 2011.

General. Subject to the terms and conditions herein provided, the Employer 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 shall be two and one-half (2.5%) percent of the employee's final average compensation multiplied by her years of credited service not to exceed seventy-five percent (75%) of their final average compensation. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of her credited service producing the highest average compensation contained within the period of 120 months of her credited service immediately preceding the date her 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.

Section 2. Retirement Plan for Employees hired on or after January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who become participants in the Plan on or after January 1, 2011.

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 50 or older with 25 or more years of credited service. Effective January 1, 2011 the monthly benefit formula applicable to retirement for all employees in the bargaining unit who were hired on or after January 1, 2011, shall be one and one-half (1.5%) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of their final average compensation. Effective January 1, 2011, all employees shall contribute three (3%) percent of all earning to the Retirement System. Such contributions shall be made through automatic payroll deduction on a biweekly basis from each member's earnings. 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 Employer 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.

Section 3. Retiree Health Care Plan.

A. General. All employees who were hired by the Employer on or after September 2, 2005, shall not be eligible for retiree health care benefits, and shall not be required to make contributions to the Retiree Health Care Fund referenced in Section 3 below.

The Employer shall provide those who were hired prior to September 2, 2005, and who retire on or after January 1, 2011 and who receive benefits under the Monroe County Employees Retirement System the following health care benefits. The spouse and eligible

dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph B below. The retiree's contribution to the cost of coverage for herself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit.

Pre-Medicare: Employees who retire on or after January 1, 2011, will be provided the same health care benefits, including but not limited to, cost sharing, that it provides to its active employees until the retiree becomes eligible for Medicare.

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 those retirees who are properly enrolled in the Part B Medicare Program as above provided, a Supplemental Plan, with a \$100 deductible. Such Plan will have the same Rx drug benefits the County provides its active employees.

All coverage shall be subject to the specific terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions applicable to each of the plans.

The Employer reserves the right to change the carrier(s), the 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 above, 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.

B. Spousal and Dependent Coverage: 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. Upon payment of the required contribution to illustrated premium by the retiree, retiree's spouse and/or dependent child(ren), the Employer 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 Employer 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 in compliance with federal law.

Section 4. Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund."

Effective September 2, 2005, new hires and those employees who are on payroll but not presently eligible to participate in the program, will not be required to contribute to the Retiree Health Care Fund.

Employees who were hired prior to September 2, 2005 are required to contribute three percent (3%) of their bi-weekly base pay to the 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 County 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 Employer.

Section 5. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective January 1, 2011, new hires and those employees who are on the payroll but not presently eligible for benefits, will not be eligible for retiree life insurance.

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

ARTICLE XVIII HOLIDAYS

Section 1. Full-time employees who meet all of the eligibility requirements set forth below shall be paid their regular straight-time hourly rate for the following holidays:

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

- Christmas Day
- New Year's Eve

To be eligible for holiday pay, full-time employees shall meet all of the following eligibility requirements:

(a) The employee must work the last scheduled work day before and the next scheduled work day after the holiday, or the day of observance of the holiday, unless the employee is absent by reason of pre-approved vacation, pre-approved personal time, funerals, hospitalization, and other reasons specifically approved by the Court Administrator. (Note: Employees on disability leave shall not be eligible for holiday pay.)

(b) The employee must have otherwise been scheduled to work on the day if it had not been observed as a holiday.

Section 2. Whenever one of the designated holidays fall on Sunday and the day of observance is Monday, as required by applicable law, then such Monday shall be considered as the official holiday.

If a designated holiday falls on Saturday, the preceding Friday shall be considered the holiday and employees shall be given the day off with pay.

ARTICLE XIX VACATION

For the purpose of computing vacation time the minimum time of one (1) hour will be taken. All time in excess of one (1) hour in any one (1) day will be rounded off to the next nearest tenth of an hour.

Vacation hours are earned per each *qualified calendar month 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 additional calendar year. Any vacation not taken within a two (2) year period will be forfeited.

Employees hired prior to January 1, 2011, will earn vacation hours based upon the following *qualified continuous employment from his anniversary date in accordance with the following schedule:

Qual. Cont. Mos. Employment Earned Vacation Time

6 months	40.0 Hours
7 thru 18	5.5 Hours Per Month
19 thru 60	7.0 Hours Per Month
61 thru 84	8.5 Hours Per Month
85 thru 144	10.0 Hours Per Month
145 thru 180	12.0 Hours Per Month
181 thru 240	13.5 Hours Per Month
241 and over	17.0 Hours Per Month

Employees hired on or after January 1, 2011, will earn vacation hours based upon the following *qualified continuous employment from his anniversary date in accordance with the following schedule:

Qual. Cont. Mos. Employment Earned Vacation Time

6 months	40.0 Hours
7 thru 18	5.5 Hours Per Month
19 thru 60	7.0 Hours Per Month
61 thru 84	8.5 Hours Per Month
85 and over	10.0 Hours Per Month

No special vacation pay will be made but checks will be issued as of the normal pay days as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

In the event of an employee's death, retirement, voluntary quit, lay-off, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned 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 her termination.

In the event a vacation period contains a holiday, the employee shall make prior arrangements with her Department Head to either have an additional day added to her vacation or schedule an additional vacation day off at a subsequent time.

*Qualified calendar month means a month that the employee receives at least fifteen (15) working days pay.

ARTICLE XX
LEAVES OF ABSENCE

Section 1. Sick Leave. Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) Such days cannot be carried over from one year to the next. Any unused sick days shall be forfeited.

Utilization of sick leave benefits is 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 cause for denial of sick pay benefits.

(d) The Employer 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 not apply to absences of less than six (6) days unless short periods of absence are habitual with the employee.

(e) In the event an employee receives 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 Employer may cancel an equal number of sick days previously accrued or to be accrued by the employee.

(f) 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 on the day(s) such benefits are used.

(g) Sick leave may be used in one-quarter hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had she not been on sick leave.

Section 2. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) as amended.

Section 3. Personal Leave. Regular full-time seniority employees who have completed one (1) year of service shall be entitled to four (4) personal days off, with pay, each calendar year. Regular full-time seniority employees hired on or after January 1, 2011 who have completed one (1) year of service shall be entitled to two (2) personal days off, with pay each calendar year. (Employees who have completed one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.) Such days cannot be carried over from one year to the next. Any unused personal days shall be forfeited.

Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence for compelling reasons. Personal leaves may be approved by the Court Administrator for an initial period of up to thirty (30) days. Extensions may be approved for a maximum period of an additional thirty (30) days at the discretion of the Court Administrator. Applications for personal leave shall be filed in writing with the Court Administrator and shall provide a detailed explanation of the reason for the leave. Where possible, leave requests must be submitted not less than ten (10) days prior to the desired commencement date of the leave, or any extensions of the leave. In all events, applications must be received prior to the commencement of a leave or the expiration of the original leave. Employees granted a personal leave shall be subject to the following provisions:

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

(b) The employee may be required to submit to a physical and/or mental examination at the conclusion of the leave.

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

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

(e) Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all employer paid insurances will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Health Care Plan, Dental, Optical, and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

Section 4. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 5. Association Leave. The Employer will grant a Association leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to a Association position or selected by the Association to attend a labor convention or educational conference. Two (2) weeks advance written notice may be required for any such leave. Not more than two (2) employees shall be entitled to leave under this Section at any one time. Such leave shall be without pay. During the leave, benefits under this Agreement shall not accumulate or accrue. At the conclusion of the leave, the employee shall be placed at the same salary level and in the same position as the employee held at the time the leave commenced.

Section 6. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated if she does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, step-children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral of a sister-in-law, brother-in-law, aunt, uncle and step-grandchildren. The Employer agrees to allow the employee to use additional personal or vacation days to attend a funeral of a member of her immediate family if the funeral is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

Section 7. Workers' Compensation Leave. An employee 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 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. Holidays, sick pay and other employee benefits shall not accumulate 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. Longevity and vacations shall accrue during a workers' compensation leave.

Section 8. Jury Duty/Witness Leave. Employees with seniority who are called for jury duty will be paid the difference between their jury pay and their regular day's pay for each day they are acting as jurors, providing they provide the Employer evidence of the jury pay they receive. This will also apply to witness pay pertaining to their job.

Section 9. Education Leave. Employees with one (1) year or more of service with the Employer 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 Employer 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 Employer 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 Employer. The application may request reimbursement, in whole or in part, of the cost of the tuition and books for such course or courses. The application shall contain a statement from the employee's department head as to the value of such course or courses in connection with the employee's job duties and the Court Administrator'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 Employer shall approve or reject the application by written notice to the employee within thirty (30) calendar days of its receipt by the Employer. If the application is approved, the notice of approval shall state whether or not the Employer will reimburse the employee for all or none of the cost of tuition and books. It shall be solely within the discretion of the Employer 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 Employer within thirty (30) calendar days thereafter. The employee must continue on the Employer 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 Employer 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 Department Head.

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

(g) Mandatory attendance at educational seminars must be approved by the Employer 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.

ARTICLE XXI MISCELLANEOUS

Section 1. Bulletin Board. The Employer agrees to provide the Association with a bulletin board which shall be used to post Association activities and notices of the following type:

- (a) Notice of Association meetings, social and recreational activities.
- (b) Notice of Association Elections.
- (c) Results of Association Elections.

Section 2. Mileage. Employees who are required to use their private vehicles in the performance of their assigned duties shall be paid for actual trip mileage incurred each month at the rate of \$0.325 per mile, or such higher rate as may hereafter be established for employees by the Employer

Section 3. Employee Personnel Files. Employees shall be provided access to their own personnel files in accordance with the provisions of the "Bullard-Plawecki Employee Right to Know Act".

Section 4. Beverages. The Employer shall allow the employees to have facilities for warm or cold beverages (coffee, iced tea, etc.) on the premises. The employees shall also be permitted to bring cakes, cookies, etc., for birthdays or other occasions.

Section 5. Personal Items. The employees shall be allowed to have personal items on their desks.

Section 6. Copy of Agreement. The Employer shall provide an electronic version and/or access to retrieve an electronic version of this Agreement to each employee.

ARTICLE XXII
SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Association, and the Employer's employees which the Association represents. This agreement supercedes and cancels all previous agreements, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. 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 Employer and the Association.

Section 2. The Employer and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Association, 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 Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

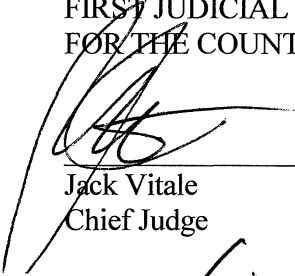
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. 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.

ARTICLE XXIII
DURATION

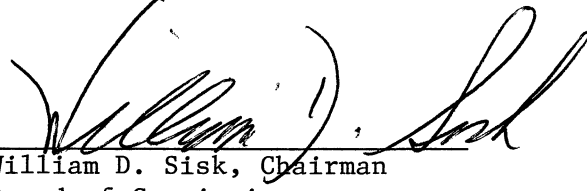
This Agreement shall be effective January 1, 2011, and shall continue in full force and effect until midnight December 31, 2013 and thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to expiration, notifies the other party in writing of its desire to 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.

FIRST JUDICIAL DISTRICT COURT
FOR THE COUNTY OF MONROE

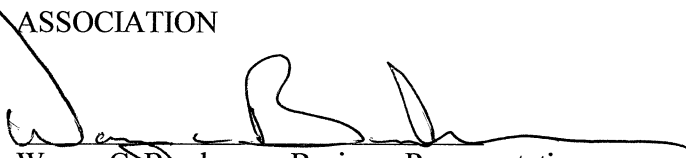


Jack Vitale
Chief Judge




William D. Sisk, Chairman
Board of Commissioners

FIRST DISTRICT COURT EMPLOYEES
ASSOCIATION



Wayne C. Beerbower, Business Representative



Kristi Liechty, Chief Steward



Christina McMahon, Steward

Dated: 12/15/2010

APPENDIX A

EMPLOYEES HIRED PRIOR TO JANUARY 1 , 2011
EFFECTIVE THROUGH DECEMBER 31, 2013

	Step	1	2	3	4	5	6	7	8	9
	Grade	Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
<u>Classification</u>										
Division Supv.	7	15.34	15.78	16.23	16.69	17.17	17.64	18.14	18.66	19.17
Chief Account Clerk	8	16.48	16.96	17.45	17.93	18.43	18.97	19.50	20.06	20.61

EMPLOYEES HIRED ON OR AFTER JANUARY 1 , 2011
EFFECTIVE THROUGH DECEMBER 31, 2013

	Step	1	2	3	4	5	6	7	8	9
	Grade	Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
<u>Classification</u>										
Division Supv.	7	14.57	14.99	15.42	15.86	16.31	16.76	17.23	17.73	18.21
Chief Account Clerk	8	15.66	16.11	16.58	17.03	17.51	18.02	18.53	19.06	19.58

APPENDIX B

LETTER OF UNDERSTANDING

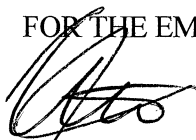
The First District Court Judges are the Employer for the First District Court. It is the intention of the First District Court Judges to promote orderly and peaceful labor relations for the mutual interest of the citizens of the State of Michigan, the Employer, and the Association. The success of the judicial system depends upon the Judges' ability to establish a proper service for the community with due regard for the citizens of the community, the Judiciary and Court personnel. The Court, and their respective Judges, are vested with certain statutory, constitutional and inherent rights in order that the public's interest and its Judicial system may be preserved and that such rights of the Judiciary cannot be waived, thwarted or abridged.

It is the intent of the District Court Judges to encourage friendly and cooperative relations to the fullest degree between their respective representatives at all levels and among all employees. The First District Court Judges have authorized the Court Clerk/Administrator, with the guidance and counseling of the Monroe County Human Resources Director and County Administrator/Chief Financial Officer to conduct the daily administrative duties affecting the operation of the District Court and the direction of related Court personnel -- both Association and non-Association.

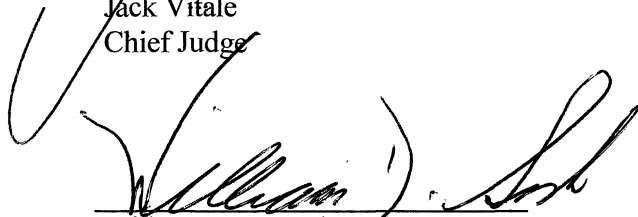
In the event a highly unusual situation should arise and it appears to the District Court Judges that a joint informal meeting would be in the best interest of both parties, the same may be scheduled at the request of the Association and at the Judges' convenience.

Signed this 15th day of December 2010.

FOR THE EMPLOYER:

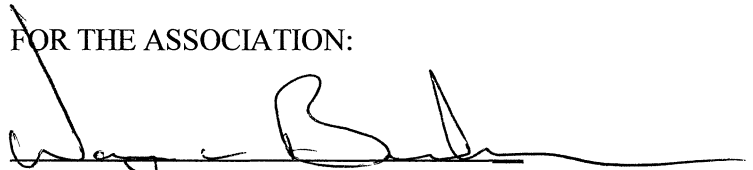


Jack Vitale
Chief Judge

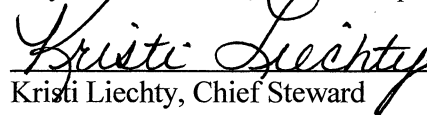


William D. Sisk, Chairman
Board of Commissioners

FOR THE ASSOCIATION:



Wayne C. Beerbower, Business Representative



Kristi Liechty, Chief Steward



Christina McMahon, Steward

APPENDIX C

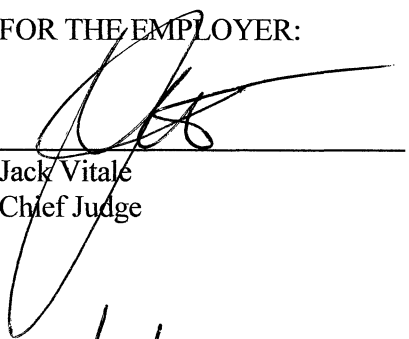
LETTER OF UNDERSTANDING

It is agreed that the following Policies and Procedures adopted by the Employer are hereby incorporated by reference and made a part of this Agreement, subject to such amendments or modifications, or the termination of any or all such policies as may be made at any time by the Employer:

- Sexual Harassment Policy No. 424
- Travel Expense Reimbursement Policy No. 307
- Co-Op Employees Policy No. 431
- Computer/Electronic Communications/Voice Mail Policy No. 439
- County Facilities Closing Due to Inclement Weather and Emergencies Policy No. 702
- Smoke Free Workplace Policy No. 705
- Lost or Damaged Property of County Employees Policy No. 88-15

Signed this 15th day of December 2010.

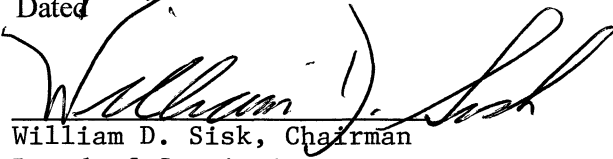
FOR THE EMPLOYER:



Jack Vitale
Chief Judge


12/15/2010

Dated



William D. Sisk, Chairman
Board of Commissioners

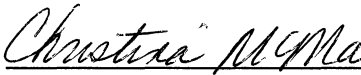
FOR THE ASSOCIATION:



Wayne C. Beerbower, Business Representative



Kristi Liechty, Chief Steward



Christina McMahon, Steward