

AGREEMENT BETWEEN

JUDGE OF SANILAC COUNTY CIRCUIT COURT

-AND-

TPOAM

2009-2011

AGREEMENT

This Agreement between the Judge of Sanilac County Circuit Court ("Employer"), and the Technical, Professional and Office workers Association of Michigan (TPOAM) ("Union"), entered into pursuant to Act 379 of the Public Acts of 1965, as amended, expresses all mutually agreed covenants between the parties hereto.

PREAMBLE

The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, color, religion, national origin, handicap, political or union affiliation.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

ARTICLE 1
RECOGNITION - EMPLOYEES COVERED

Section 1.

Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the following employees:

All full-time and regular part-time clerical and secretarial employees of the 24th Circuit Friend of the Court.

BUT EXCLUDING: Supervisors, confidential employees, temporary employees, elected or appointed officials, Sanilac County general fund employees, Sheriff's Department employees, Road Commission employees, Mental Health Department employees, Public Health Department employees, Medical Care Facility employees, Alcoholism Program employees, District Court employees, Probate Court employees, and Circuit Court employees other than those employed by the Friend of the Court.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of their membership in the Union or their activity on behalf of the Union.

Section 3.

The Employer, directly or through a Designee, will provide written notice to the Chapter Chairperson of any new classification created by the Employer which covers bargaining unit work.

The notification will include a copy of the job description, classification, shift and salary rate, and the employers determination of bargaining unit status, if any.

This notification will be tendered to the Local President/Chapter Chairperson and Chief Steward by certified mail or by personal delivery no later than thirty (30) calendar days after creation of the classification. If the Union disagrees with the bargaining unit status of the new classification, the Local President/Chapter Chairperson or Chief Steward will provide written notification of said disagreement to the Employer or Designee by certified mail or personal delivery, no later than fifteen (15) calendar days after receipt of the initial notification from the Employer or Designee. A Special Conference will then be scheduled by the Employer or Designee within ten (10) working days after the notification of the bargaining units disagreement.

ARTICLE 2
EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1.

The employees, the Union as sole and exclusive bargaining representatives of the employees, and the Employer, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan **Public Acts.**

Section 2.

The employer, on its own behalf and on behalf of the **Public** it serves hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan of the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, it the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement.

The Employer shall also have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel, to establish reasonable work rules and to fix and determine penalties for violation of such rules; to establish and change work schedules and hours; to provide and assign relief personnel and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

**ARTICLE 3
NO STRIKES OR LOCKOUTS**

Section 1.

The Employer will not lock out employees during the term of this Agreement.

Section 2.

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

Section 3.

Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit or the Union take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer or any picketing to limit ingress and egress during the term of this Agreement. In the event of a work stoppage or other curtailments of operation, picketing or patrolling the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

Section 4.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union, or the employees covered hereunder, during the term of this Agreement, the Union, by its officers, agents, and shift representative, shall immediately declare such work stoppage to limit the ingress and egress or other curtailment of operations to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Union further agrees to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the involved employees declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 5.

The Union shall not use the service of outside persons to perform picket duties against the Employer.

ARTICLE 4
UNION SECURITY AND UNION DUES

Section 1.

Any employee who is a member of this Union in good standing on the effective date of this Agreement, or becomes a member during the term of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 2.

After the effective date of this Agreement, any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event a newly hired employee does not wish to become a member of the Union or sign a dues check-off card, he may refuse, without being in violation of this Section, and provided that on the thirtieth (30th) day after the signing of this Agreement or on the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee check-off authorization form authorizing deductions equal to the periodic membership dues uniformly required of all Union members.

(b) In the event an employee refuses to comply with Section 1 or 2, he shall be subject to discharge only after official notice from the International Union.

Section 3.

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization. The membership dues of the Union which include monthly dues, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2. The Employer agrees to deduct the monthly service fee as designated in said authorization. Said monthly deduction shall be made the second pay each month.

With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues, assessments or service fees, the Employer agrees promptly to remit to the Secretary-Treasurer of the Union, 27056 Joy Rd., Redford, Michigan 48239, such sum deducted. A copy of such list shall be furnished to the Chapter Chairperson of Local/Chapter. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this

Article and not otherwise available to the Employer.

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge a bargaining unit member for failure to comply with the Agency Shop of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses that shall arise out of action taken by the Employer for the purpose of complying with the Agency Shop of this contract.

**ARTICLE 5
UNION REPRESENTATION**

Section 1.

Employees covered by this Agreement shall be represented on all matters of application to this Agreement, including the Grievance Procedure, by one (1) steward, a chapter chairperson and a Local Union Representative of TPOAM.

Section 2.

The Union shall notify the Employer or Designee, in writing, of names, classifications and departments of all local representatives of the Union. Members of the union who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interest of other members of the Union to the Employer. Changes in Union representation shall be made, in writing, to the Employer or Designee in a prompt fashion.

Section 3.

The Union may also designate up to one (1) Alternate Steward. An Alternate Steward's duties shall be the same as those of the Steward when the Steward is absent from work.

Section 4.

Union representatives, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer or Designee, upon having received permission from his/her supervisor and from the grievant's immediate supervisor to do so. The Union representatives requesting release time will be taken and is responsible for returning to his/her work station within the designated time. The supervisors shall grant permission, subject to necessary emergency exceptions, and provide such release time to the Union representative as is reasonably necessary to accomplish the grievance related business. Upon entering the Friend of the Court, a Union representative from a County department shall notify the Friend of the Court supervisor of his/her presence and mission. The representative will take only such time as is reasonably necessary to investigate or present grievances, and that such time will be devoted solely to the proper handling of grievances. Any alleged abuse by either party will be a proper subject for discipline, a grievance or Special Conference.

All other Union business shall be undertaken by Union representatives and members during break time or before or after working hours. Any meetings with employees during business hours shall be held in the Employee meeting room. The representation of employees shall not unduly disrupt the operation of the Employer's effective rendering of services.

The Employer or Designee shall make available a specified time each week to meet with Union representatives regarding issues of concern to either party. Absent emergencies, Union Representatives shall refrain from contracting and/or seeking meetings with the Employer or Designee except during the designated meeting time.

Section 5.

Union agrees to cooperate with the Employer in strict observance of all terms, provisions, and agreements herein contained so that the purposes and objectives of this Agreement may be fully attained to the end that mutual interests of the parties hereto may be maintained at all times. The Union recognizes that it has a joint responsibility with the Employer in maintaining good labor relations and cooperative effort of the employees, to the end that the Employer and the people of Sanilac County will receive from the employees, efficient and uninterrupted service.

Section 6.

Employees subject to the Agreement shall be represented by a bargaining committee selected by the union comprised of no more than two (2) Friend of the Court employee members and such additional representatives of TPOAM as the Union may designate. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

Negotiating session shall be held at mutually agreeable times and locations which are not disruptive to the provision of services; the Employer is under no obligation to agree to negotiating sessions during working hours.

ARTICLE 6 SUBCONTRACTING

Section 1.

The Employer is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the county. Therefore, in making these determinations, the Employer intends always to keep the interest of the Friend of the Court employees in mind.

Section 2.

The right of contracting or subcontracting is vested with the Employer.

Section 3.

The Employer shall notify the Union, in writing, of its intention to contract or subcontract work currently performed by any Bargaining Unit member at least thirty (30) to sixty (60) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the Employer within that thirty (30) to sixty (60) calendar day period. At such meeting, the Employer will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected.

Section 4.

It is the Employer's intention that any employee who desires to further a career in the public service shall not be arbitrarily denied the opportunity. When and where possible, the Employer shall provide on-the-job training or any training necessary as determined by the Employer to provide continued employment.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the bargaining unit.

Except as noted above, grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance claims unless the grievance is against the Employer for non-payment of premiums. All grievances must be signed and dated by the aggrieved employee and his/her representative and name the articles that are being violated.

Section 2.

The grievance procedure shall be as follows:

STEP 1:

Within ten (10) working days of the occurrence of the act or condition giving rise to the dispute or complaint, employees with a dispute or complaint may, with a designated Steward or Chapter Chairperson, confer with the employee's immediate supervisor for the purpose of satisfactorily adjusting the controversy. If the dispute or complaint is not brought to the immediate supervisor's attention within the above specified ten (10) working days, the Employer need not consider such dispute or complaint under this Article.

Within ten (10) working days after the Step 1 conference, the immediate Supervisor shall give an answer to the employee and the Union Steward or Chapter Chairperson.

STEP 2:

If a dispute is not resolved at Step 1, the Union Steward or Chapter Chairperson shall submit a written grievance regarding the dispute within ten (10) working days of the receipt of the response from step 1 of the grievance procedure. Within two (2) weeks of receipt of said request, the Employer or Designee shall institute a hearing for the disposition of said grievance. At such hearing, both the Union and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

At such hearing, the Employer may be represented by one (1) or more representatives, and the Union and the grievant may be represented by Steward or Chairperson and such other union representative he or she wishes to have present provided full compliance is made with Article 5 - Union Representation, Section 1.

The grievance representatives of the Employer shall deliver the decision of the Employer to the Union in writing within ten (10) days following the hearing.

If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be mutually agreed upon between the Union and the Employer.

The grievance shall be considered settled at step 2 unless written notice is delivered to the Employer or Designee, Grievant, Steward and/or Chapter Chairperson and the International Union Representative within ten (10) days after the completion of step 2.

STEP 3:

The Union shall, within fifteen (15) calendar days following the Employer's decision at Step 2, notify the Employer or Designee in writing of the Union's intention to pursue arbitration or the matter will be untimely. The Union will apply for Arbitration with the American Arbitration Association within Thirty (30) days calendar days from the date of notification of intent.

Section 3.

It is mutually agreed by the parties herein that the inclusion of binding arbitration as the final step in the grievance procedure shall be subject to the following safeguards and conditions:

- A.** The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- B.** The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- C.** The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- D.** The arbitrator, in rendering a decision, shall give full recognition to the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the Employer, except as specifically limited by express provision of this Agreement.
- E.** The Arbitrator's decision shall be submitted in writing and shall set forth the findings and

conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee involved, and the Supervisor and/or Department Head and Employer or Designee ~~and/or Employer.~~ Delete

F. The Union shall have the option to select arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.

G. If a grievance is brought on behalf of a group or class of employees, or is directed at a supervisor, or affects the Employer's operations, policies, practices or procedures, the Union shall submit such grievance in writing to the Friend of the Court or other Employer designee and the processing of such grievance shall commence at Step 2.

H. All negotiated settlements at Steps 1 through 3 are subject to formal approval by the Employer; settlements involving financial arrangements or other terms which affect the budget, employment arrangements or operations of Sanilac County are subject to formal approval of the Sanilac County Board of Commissioners.

I. Failure to appeal the decision at any step of the grievance procedure within the specified time limits by the Union shall bar further action or appeal. Failure to communicate the decision of a grievance within the specified time limits by the Employer shall permit lodging an appeal at the next step of this procedure within the time allocated had the decision been given. Time limits may be extended only by mutual written agreement of both parties.

J. The parties may agree on a case-by-case basis, that all discussions and documentation with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided that either party may release pertinent information to any or all personnel whose involvement is deemed necessary to the processing or resolution of the grievance.

K. The Employer shall not be required to pay back wages or other monetary amounts for periods prior to the time a written grievance is filed; provided that, if the issue involved is one in which the Employer was required to give timely notice of some event or condition but failed to do so, the foregoing limitation does not apply. In the case of a pay shortage which the employee had not been aware of before receiving his or her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files a grievance within five (5) working days after receipt of such pay.

L. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any income from any governmental benefits or wages or other compensation for personal services that such employee may have received, or could with diligent effort have received, from any source during the period in question. This is not intended to include compensation for services in which the employee was regularly engaged while employed by the Employer, nor income derived from sources such as inheritance, investments, gambling, etc. Income from unemployment compensation benefits shall be offset unless the employee demonstrates to the satisfaction of the Employer that the amount of such benefits have been returned to the Michigan

Employment Security Commission or a similar agency in another state, if applicable. Failure to mitigate damages shall be a defense in any case in which back pay may be granted, and the arbitrator shall, upon request by the Employer, consider evidence on mitigation in determining the amount of back pay awarded.

ARTICLE 8 DISCIPLINE, SUSPENSION AND DISCHARGE

Section 1.

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction, and the prior disciplinary record of the employee if applicable.

The Employer may utilize verbal reprimands in cases not justifying disciplinary action. Written record of verbal reprimands shall be identified as such. A copy of the written record of the verbal reprimand shall be given to the employee and a copy shall also be entered in the employee's personnel file. The Employer will not take into account any verbal reprimands which occurred more than one (1) year previously. Employees receiving verbal reprimands shall have the right to submit a written statement explaining his or her position concerning the verbal reprimand, which will become a permanent part of the employees personnel file and will be included whenever the file is displayed to a third party.

The employee's official personnel file shall be kept in the Human Resource Office.

Disciplinary action includes written reprimands. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. The Employer agrees that upon determining discharge or suspension of any employee, to promptly notify the Steward and/or Chapter Chairperson in writing of the discharge or suspension.

Employees will be tendered a copy of a proposed disciplinary action prior to it being entered into their personnel file. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurs more than two (2) years previously. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to misrepresentation by the employee in securing a position with the Friend of the Court.

Should the disciplined employee or the Union consider any disciplinary action improper, the matter shall be processed through the Grievance procedure.

Section 2.

A discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward and/or Chapter Chairperson and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the employer. Upon

request the Employer or a designated representative will discuss the discharge or suspension with the employee and Steward and/or Chapter Chairperson.

Section 3.

The application of this provision is not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

Section 4.

The Employer reserves the right to establish and change from time to time reasonable work rules governing the conduct of its employees and to determine disciplinary action subject to Section 1 above, for violation of such rules. Absent emergencies, the Employer shall give the Union no less than Fifteen (15) calendar days' notice prior to implementing such work rules. Within fifteen (15) calendar days after the effective date of such work rules, the Union may request a Special Conference to discuss the nature and impact of such rules. The Union shall have fifteen (15) calendar days after the date of the Special Conference to grieve the reasonableness of such rules, and such grievance shall be commenced at Step Two of the Grievance Procedure.

ARTICLE 9 SENIORITY

Section 1.

Until a newly hired employee has been employed for ninety (90) calendar days in the bargaining unit, the employees shall be known as a "Probationary Employee". Probationary employees shall be represented by the Union only as to wages, hours and working conditions as set forth in this agreement, except that the Employer may discharge such employees with or without cause. Employees disciplined or discharged during the probationary period shall have no recourse to the grievance procedure.

Section 2.

Upon completion of the ninety (90) calendar day probationary period, each full time employee shall have a Seniority Date as of the employee's most recent date of hire into the bargaining unit and accumulating from that date so long as it is not lost through any other provision of this Agreement and shall be added to the Seniority list.

Section 3.

Part-Time employees shall accumulate seniority in the same manner as full-time employees. (Ex. 1950 hours = 1year). Each part-time employee shall have a county seniority date as of the employee's most recent date of hire into the bargaining unit and accumulating from that date so long as it is not lost through any provision of this Agreement and shall be added to the Seniority List upon completion of the ninety (90) calendar day probationary period.

An employee who transfers into the bargaining unit from County employment shall retain his or her County seniority date for purposes of benefit accrual under this Agreement only. The date of transfer into the Friend of the Court shall govern all other terms of this Agreement.

Section 4.

A transferred employee shall serve a ninety (90) calendar day trial period. The employer retains the right to determine whether, at the end of the trial period, a transferred employee shall remain an employee of the Friend of the Court.

ARTICLE 10
LOSS OF SENIORITY

All of an employee's seniority shall terminate upon the occurrence of any of the following:

- A. Resigns or quits;
- B. Is discharged and discharge is not reversed;
- C. Retirement;
- D. Absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence;
- E. Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record;
- F. Layoff exceeding one (1) year.

ARTICLE 11 SENIORITY LIST

Section 1.

The Payroll Supervisor agrees to post a Seniority List showing the date employed (first day on which the employee reported to work), name and job title of all employees of the Bargaining Unit entitled to seniority.

Section 2.

In the event two (2) or more employees have equal Seniority, they shall be placed on the seniority list according to their birthday (month, day, then year if necessary). The employee with the first birthday shall be considered to have the highest seniority. Ex: A birthday in March would have higher seniority than a birthday in November if hired the same day.

Section 3.

The Payroll Supervisor will keep the Seniority list up to date at all times and upon request will post and provide the Union Steward and Chapter Chairpersons with up to date copies.

ARTICLE 12
TEMPORARY EMPLOYEES

A Temporary Employee is a person who is employed for one hundred twenty (120) calendar days or less in a bargaining unit position. Such Temporary Employee will be terminated prior to the end of the one hundred twenty (120) calendar day period. Temporary Employees shall be limited to the aforementioned one hundred twenty (120) calendar days with extension only through concurrence of the Employer and the Union.

Temporary Employees' wages and/or hourly rate shall be within the established pay scale range and classification as set forth in this Agreement. At no time will Temporary Employees' wages be more than the classification they are filling in for.

Temporary Employees will be not eligible for regular employee benefits, i.e. insurance, vacation, sick leave, pension or idle holiday pay. Their employment time may not be considered for seniority purposes. Temporary employees will not be used to displace a regular full-time or part-time employee, nor will they be used to avoid the payment of overtime.

The Union further recognizes that the Employer may, from time to time, bring in individuals through externship programs or other training programs. Such individuals shall be placed and utilized pursuant to the requirements of the program and shall have no rights under this agreement nor be represented by the Union for any purpose. Externship employees shall not be employed for the sole purpose of decreasing the size of the workforce or avoiding the payment of overtime.

ARTICLE 13
REGULAR PART-TIME EMPLOYEES

A Regular Part-Time Employee is a person who is employed in a bargaining unit position on a work week schedule of between twenty-two and one-half (22 1/2) and thirty (30) hours per calendar week. Regular Part-Time Employees shall be offered the opportunity to enroll in the hospitalization insurance as set forth in this Agreement by agreeing to payroll deductions to cover twenty-five percent (25%) of the Employer's premium cost for that employee.

Paid sick leave and vacation will be earned by regular part-time employees at the same rate as full time employees as shown in Articles 18 and 26.

Should one of the paid holidays as indicated in Article 27 fall or be considered on a day within a regular part-time employee's work schedule, they shall be entitled to that paid holiday. The amount of paid holiday shall be equal to the number of hours set in their work schedule.

Regular Part-Time Employees shall participate in the Sanilac County Employees Pension Plan.

ARTICLE 14 LAYOFF

Section 1.

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer.

Section 2.

When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly. The Union may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

Section 3.

Subject to emergencies, employees to be laid off will have no less than fifteen (15) calendar days written notice. The Steward and/or Chapter Chairperson shall be provided a copy of the layoff notice given to each employee.

Section 4.

When a layoff is determined to be necessary, the lay off shall be made in the following order; provided that the employees who remain are qualified to perform the function required by the Employer. To be "qualified", an employee must meet the minimal education, experience and ability standards established for the position.

- A. Temporary and/or Substitute Employees;
- B. Probationary Employees;
- C. Remaining employees within the Friend of the Court shall then be laid off in order of their seniority with the Friend of the Court from the least to the most senior. Names of employees with seniority who are laid off will be placed on the Friend of the Court recall list.

Section 5.

In the event two (2) or more employees have equal seniority, layoff shall be by employee birthday (month, day, then year). The employee(s) with the first birthday in the year shall be considered to have the most Seniority.

Section 6.

Notwithstanding their position on the Seniority list, the Steward shall, in the event of a lay off of any type, be continued at work in a job in the bargaining unit classification for which he or she is qualified and capable of performing at the level required by the Employer. The Union will provide the Employer with the name of the employee covered under this section. In the event of layoff, the named Union representative shall be recalled to work in the first open job classification in the bargaining unit for which he or she is ~~qualified~~ capable of performing at the level required by the Employer.

ARTICLE 15
RECALL FROM LAYOFF

Section 1.

Recall from layoff shall mean a return to work from layoff status.

Section 2.

When a recall is determined to be necessary by the Employer, the recall shall be made in reverse order in which the employees were laid off.

Section 3.

Notice of recall shall be sent by certified mail to the employee's last known address as shown on the Human Resource Departments' records. It shall be the obligation of the employee to provide the Employer or Designee with a current address.

ARTICLE 16 WORKING HOURS

Section 1.

The work week (Monday through Friday) shall consist of thirty-seven and one-half (37 1/2) hours as follows:

Monday	-	8:00 a. m. - 4:30 p. m.
Tuesday	-	8:00 a. m. - 5:30 p. m.
Wednesday	-	7:00 a. m. - 4:30 p. m.
Thursday	-	8:00 a. m. - 4:30 p. m.
Friday	-	8:00 a. m. - 2:30 p. m.

Open lunch hours all five days.

Section 2.

The employer shall provide fifteen days' notice and discuss with the Union prior to effectuating any change in the number of work hours in a day or week, the work day, or in the days of work.

Section 3.

Employees shall be allowed two (2) fifteen (15) minute ~~coffee~~ breaks per day and a lunch period not to exceed one (1) hour, as designated by the employer. The Employer may schedule breaks and lunch periods so as to avoid any disruption of services to the FOC clients or members of the public.

Section 4.

If circumstances allow, and with the approval of the Employer, employees may work flexible working hours for up to two hours per day, three hours per week, for purposes such as children's needs, doctor's visits, and the like. The period of absence must be made up before or after work hours or during lunch periods as determined by the employer. Absent emergencies, request for flex time should be made no less than five (5) days before the date requested. The make-up time must be scheduled at the time the request for flex-time is submitted and must take place within the same pay period in which the flex-time is taken. Where the requested flex-time exceeds two hours, vacation, sick leave, or other available leave must be taken to cover the entire flex-time request in the minimum increments allowed under this agreement. The flex time schedule must not be disruptive to the Employer's ability to provide service.

Section 5.

In the event that the workload necessitates an employee remaining longer on a day than the normal schedule, said employee will be given time off equal to the additional time worked within the same pay period at a time to be determined by the employer.

ARTICLE 17 OVERTIME

Section 1.

It is the intent of the Employer and the Union that necessary overtime be accomplished and that such overtime shall be distributed as nearly equal as practicable amount the employees in the classification performing the work. The Employer will give notice of overtime requirements as far in advance as possible. Employees are expected to work a reasonable amount of overtime when requested. The Employer will give consideration to any reasonable request of an employee to be excused from overtime work, but in any event, will excuse an employee from overtime work on occasions when it is evidence that working overtime would cause the employee hardship or serious inconvenience.

Section 2.

Records of overtime worked shall be posted and kept up to date. Such records shall indicate paid hours. All refused overtime hours must be recorded as overtime worked.

Section 3.

- a. One and one half (1 1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of 8 hours in any work day except as necessitated by the weekly schedule provision in Article 16, Section 1, which is agreed to, and Article 16, Sections 4 and 5.
- b. One and one-half (1 1/2) times the employee's regular rate shall be paid for all hours worked on Saturday.
- c. Two (2) times the employee's regular hourly rate shall be paid for all hours worked on Sundays or days recognized as holidays in this Agreement.

Section 4.

The Employer shall determine the need for overtime. Overtime shall be distributed as equally among qualified employees as circumstances allow.

ARTICLE 18
SICK DAYS/PERSONAL LEAVE DAYS

Section 1.

Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

Section 2.

Full time employees shall accrue one (1) sick day per month.

Part-time employees shall accrue one (1) sick day every one hundred sixty two and a half (162 ½) hours, not to exceed 12 days in a year.

Section 3.

- A. Each employee shall be eligible to accrue (bank) sick days to a maximum of sixty (60) days.
- B. Upon meeting the maximum accumulation of 60 days, 50% of any unused days earned during the year, shall be paid at current employee's wages on their anniversary date.

Section 4.

An employee shall be eligible to use sick days after completion of the probationary period.

Section 5.

An employee shall not be paid more sick days than have been accrued.

Section 6.

Sick days shall not accrue on a leave of absence without pay.

Section 7.

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

Section 8.

Upon retirement or death, employees with twelve or more months of employment shall be entitled to receive compensation at the rate of fifty (50) percent for accrued sick days on a maximum accrual of sixty (60) days. In the event of an employee's death, the payment of accrued sick days to be paid

shall be to the employee's beneficiary or estate.

Section 9.

An employee must notify their Supervisor no later than one-half (1/2) hour after the beginning of their normal work day or in case of emergency, as soon as possible in order to receive sick leave pay. Use of sick days shall be in no less than one-half (1/2) day increments.

Section 10.

Except as provided in Section 11 below, a sick day used for any purpose other than provided by this Agreement shall be considered a misuse and an abuse. The Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day being used for a purpose provided by this Agreement. An employee who fails to provide proof shall be denied the sick day pay requested.

Section 11.

After one (1) year of employment, and each anniversary day thereafter, each permanent full-time and permanent part-time employee shall be entitled to two (2) personal days, not to be deducted from paid sick time. Use of such personal days shall be with prior approval and any unused time shall not accumulate from anniversary year to anniversary year. Upon exhaustion of personal days within the employee's anniversary year, three (3) additional personal days may be granted by the Department Head under the above criteria of which will be deducted from the employee's accumulated sick leave balance.

ARTICLE 19
FAMILY AND MEDICAL LEAVE ACT Same as General Unit

The United States Congress has enacted the Family and Medical Leave Act of 1993 (FMLA). The Employer and Union agree that both parties will comply with the provisions of the FMLA. The Employer further reserves all rights and managerial discretion of this Collective Bargaining Agreement. In the event of a conflict between this agreement and the FMLA, the latter shall prevail.

Section 1.

The FMLA is hereby incorporated into the collective bargaining agreement by reference. In the event benefits provided by FMLA conflict with benefits provided by the collective bargaining agreement, the provisions which provide the greatest benefit to the employee shall be honored.

Section 2.

To be eligible to request FMLA leave, an employee must have worked for the Employer for at least 1250 hours within the twelve (12) month period preceding commencement of the leave. Only actual hours worked may be counted toward this requirement.

Section 3.

FMLA leave is without pay unless otherwise provided by collective bargaining agreement or Personnel Policies.

Section 4.

Full time employees are entitled to maximum FMLA leave of twelve (12) weeks in any twelve (12) month period commencing with the first date of any FMLA leave.

Section 5.

Regular Part-Time employees are entitled to FMLA leave on a pro rata basis using the average hours worked per week during the twelve (12) months immediately preceding the commencement of the leave. (Example: a part-time employee who worked an average of twenty (20) hours per week would be entitled to a maximum of six (6) weeks of FMLA leave in any twelve (12) month period commencing with the first date of an FMLA leave.

Section 6.

An employee must request FMLA leave at least thirty (30) calendar days in advance in the event of a foreseeable leave. Request forms will be provided by the Employer. In unexpected or unforeseeable situations, the employee must follow the regular notice requirements contained in the collective

bargaining agreement or in departmental rules.

Section 7.

FMLA leave will be granted to an employee for the following reasons:

(a) To care for the employee's child upon birth or upon placement of a child by adoption or foster care. Leave for this reason expires no later than twelve (12) months after the child's birth or placement with the employee.

(b) To care for the spouse, child or parent of the employee when the spouse, child or parent has a serious health condition.

(c) In the event the employee has a serious health condition rendering the employee unable to perform the functions of his/her position.

Section 8.

Request for intermittent leave (in hourly or daily increments) shall be granted when medically necessary due to the employee's own serious health condition or when the employee is needed to care for his/her spouse, child or parent who has a serious health condition.

The Employer reserves the right to temporarily transfer an employee on intermittent leave to a position with equivalent pay and benefits so as not to disrupt the efficiency of the department.

Section 9.

Requests for intermittent leave due to birth or placement of employee's child by adoption or foster care shall be granted at the sole discretion of the Employer, with the approval of the Department Head.

Section 10.

Employees granted FMLA leave must exhaust accumulated personal and/or sick time prior to going without pay. Accumulated vacation time may be used at the request of the employee.

Section 11.

Employees receiving Employer paid hospital/medical insurance and optical/dental allowance at the time FMLA leave commences shall continue to receive such insurance and/or allowance for the duration of the FMLA leave or longer, if the collective bargaining agreement so provides. The Employer has no obligation to provide any such insurance during FMLA leave in the event the employees would not otherwise be eligible to receive such insurance.

Section 12.

Any employee required to pay a portion of health insurance premiums at the time FMLA leave commences must continue to make the required payment during the term of the leave. Failure to make the required payment shall be cause for termination of the health insurance coverage.

Section 13.

Seniority and continuous service for the purpose of benefit accrual rates shall continue for the first thirty (30) days, and employee's seniority date, benefit accrual rates and benefit dates shall be adjusted forward to take into account the length of the employee's absence, provided however, the employee shall be given credit on his/her seniority and benefit eligibility dates for the first thirty (30) calendar days of the absence.

Section 14.

Failure to return to work upon expiration of FMLA leave shall result in the employee being required to reimburse the Employer for health insurance premiums paid by the Employer to continue such coverage during the leave. This reimbursement shall not apply under the following conditions:

(a) The employee's reason for not returning to work is due to continuation of the serious health condition which necessitated the FMLA leave or the onset of a new serious health condition of the employee.

(b) Circumstances beyond the control of the employee properly substantiated to the Employer within thirty (30) days of the expiration of the leave.

(c) Converting the FMLA leave to another approved leave as provided in the Employer Personnel Policies or collective bargaining agreement.

Section 15.

Employees returning to work from an FMLA leave within twelve (12) weeks from the date such leave commenced will resume work in the same classification and Department they held immediately prior to the leave. If an employee returns to work from FMLA leave which is authorized to last longer than twelve (12) weeks after having been on such leave for a period of time greater than twelve (12) weeks, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of the Layoff Procedure will be applied.

Section 16.

The Employer reserves the right to require employees to submit proper certification to justify granting and continuing FMLA leaves and to have the employee examined by a physician designated

by the Employer.

In the event there is a dispute between the employee's physician and the Employer's physician, the two physicians shall select a third physician whose decision shall be final and binding upon the employee and Employer.

The cost of the third physician shall be borne by the Employer.

Section 17.

Time spent by an employee on short term or long term disability shall be counted as FMLA leave, including the applicable waiting period.

Section 18.

Spouses both employed by the Employer are entitled to a maximum of twelve (12) weeks in the aggregate for the same FMLA reason. For example, each employee would be entitled to FMLA leave due to the birth of a child but for a maximum of twelve (12) weeks (i.e. eight (8) weeks of the mother and four (4) weeks for the father).

Section 19.

An employee on FMLA leave may not work for another Employer during the period of the leave. Termination of employment will result for violations of this paragraph.

Section 20.

Definitions of terms used herein shall be as continued in the Act.

ARTICLE 20 UNPAID SICK LEAVE

Section 1.

Any employee whose absence due to illness or injury is not otherwise governed by the FMLA, and which extends beyond the period for which paid Sick Leave compensation is received, shall be granted such Unpaid Sick Leave as is necessary for a complete recovery up to a maximum of one (1) year. Seniority will accumulate during such leave.

Section 2.

An Employee returning to work from Unpaid Sick Leave will assume a classification similar to the one they previously held, if available. The Employer will utilize temporary employees for the first 120 days of the Unpaid Sick leave. After the first 90 days of the unpaid sick leave, the Employer and the Union will engage in a Special Conference to determine the status of the employee and whether the position will remain available or be permanently filled. The subject employee may participate in the Special Conference. If after the Special Conference the position is permanently filled, the Employer will be under no obligation to create a position or displace incumbent employees to accommodate an employee returning from an unpaid sick leave or more than 120 days.

Section 3.

The Employer may request an employee returning from unpaid sick leave to get a physical exam to prove their ability to return to work. Such exam will be paid by the Employer. Employees may pay their own insurance premium while on such leave.

ARTICLE 21
JOB CLASSIFICATION

Section 1.

Employees will be classified by the Friend of the Court for purposes of wage scales in accordance with the classification scheme in effect for General Fund employees.

Section 2.

In conjunction with placement in the classification scheme, job descriptions may be updated for each classification.

Section 3.

Prior to implementing future revisions in the content of existing job descriptions, the employer will provide a copy of the revised job description to the Chapter Chairperson. A special conference will be held upon request of the Union.

ARTICLE 22
TEMPORARY ASSIGNMENTS

Section 1.

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) days with extension only through concurrence of the Employer, the Union and the employee.

Section 2.

Temporary assignments shall be authorized in writing to the employee by the supervisor.

Section 3.

A temporary assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6) day, the employee shall be entitled to back pay to the first day of temporary assignment. A temporary assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 23
JOB POSTING

Section 1.

Any vacancy or promotional opportunity shall be internally posted for five (5) calendar days within the Friend of the Court only. If the vacancy or promotional opportunity is not filled from within the Friend of the Court, it shall be posted for five (5) calendar days to all County employees. If the vacancy or promotional opportunity is not filled from the general County posting, it shall be posted to the general public.

Section 2.

Vacancies and promotional opportunities shall be filled on the basis of an applicant's qualifications and seniority. To be qualified for a position, an employee must be capable of performing the work. To be "qualified", an employee must meet the minimal education, experience and ability standards established for the position. Where two or more employees have equal seniority, the employee with the lowest payroll number shall be considered to have the highest seniority.

**ARTICLE 24
WAGE RATES**

Current wages for bargaining unit employees will be increased as follows:

Effective January 1, 2006	-	2.5%
Effective January 1, 2007	-	3.0%
Effective January 1, 2008	-	3.0%

ARTICLE 25 LEAVE OF ABSENCE

Section 1.

A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the Employer. Such requests for a leave of absence shall be submitted in writing by the employee to the Supervisor at least twenty (20) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence and the exact date on which the leave begins and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Employer, Department Head and/or Supervisor. Additional requirements for specific leaves are included in the following sections dealing with specific leave.

Failure to return to work on the date scheduled shall be cause for termination unless prior written approval by the Employer and/or Department Head and/or Supervisor. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) day requirement; and provided such extension is consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave; and provided such extension is approved by the Supervisor. Approval or denial shall be furnished in writing to the employee by the Supervisor. Prior to the approval or denial a thorough investigation will be conducted whenever possible.

It is understood by the parties that leaves of absence are to be used for the intended purpose and employees shall make their intent known when applying for such leaves. Employees shall not accept employment else where while on leave of absence, unless agreed to by the Supervisor. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment.

Section 2. MILITARY LEAVE

The employer shall follow all applicable laws with regard Military Leaves and any return to employment there from.

Section 3. JURY DUTY LEAVE

A. Any employee other than a temporary employee shall be granted to a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty, if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury

service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service whichever is applicable, after endorsing the jury duty check for each day to the Employer with exception of those funds allocated for mileage.

However, employees who complete such duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.

B. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid jury duty leave of absence.

Section 4. COURT LEAVE

A. Any employee other than a temporary employee required by the Employer or any public agency, except the Michigan Employment Relations Commission (MERC), having the power to subpoena to appear before a court or such agency on any matters related to their work with the Employer, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the Employer prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the Employer, with the exception of those funds allocated for mileage.

B. Probationary employees shall have their probationary period extended by the length of time they are on court leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid court leave of absence.

SECTION 5. UNION BUSINESS LEAVE

A. Leaves of absence without pay shall be granted to the employees for Union business or functions which takes them from employment with the Employer. Such employees shall be eligible after having completed one (1) year of service.

B. Not more than **one** (1) employee shall be eligible for such leave in any given year.

C. Such leave shall not exceed ten (10) working days of which no more than five (5) shall be consecutive working days.

D. Whenever possible, employees on such leave shall be required to give the Employer at least fifteen (15) working days prior written notice before such leave will be granted.

E. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee while on an authorized short-term Administrative union business leave of absence for the duration of said authorized leave.

Section 6. FUNERAL LEAVE

Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as Funeral Leave Days for a death in the immediate family. Immediate family is to be defined as follows:

Mother, Father, Stepparents, Brother, Sister, Wife or
Husband, Son or Daughter, Stepchildren, Mother In-Law, Father
In-Law, Brother In-Law, Sister In-Law, Son In-Law, Daughter,
In-Law, Grandparents and Grandchildren.

An employee will be allowed one (1) working day with pay as Funeral Leave for the death of the employee's Aunt, Uncle, Niece, or Nephew.

Section 7. PERSONAL LEAVE

A. A personal leave of absence without pay may be granted employees with three (3) months of service by the Department Head.

B. A personal leave of absence shall not exceed ninety (90) working days unless written approval is given by the employer to extend said personal leave.

Section 8. RETURN FROM LEAVE

Employees returning timely from a leave or extension of leave granted under this Article, except as provided by law, will have the right to return to their former position or a comparable position only if available. The Employer will utilize temporary employees for the first 120 days of the leave. After the first 90 days of the leave, the Employer and the Union will engage in a Special Conference to determine the status of the employee and whether the position will remain available or be permanently filled. If after the Special Conference the position is permanently filled, the Employer will be under no obligation to create a position or displace incumbent employees to accommodate an employee returning from a leave of more than 120 days. This Section shall not apply to military leaves of absence.

ARTICLE 26 VACATIONS

Section 1.

All Friend of the Court employees hired on or after the effective date of this agreement shall be entitled to vacations according to the following schedule:

Years of Service	Days of Paid Vacation
1 year	5 days
2 - 4 yrs	10 days
5 - 6 yrs	15 days
7 yrs or more	20 days

Vacation leave pay shall be calculated at the employee's then current rate of pay.

Section 2.

The scheduling for paid vacation leave is a mutual responsibility of the employee and the supervisor. Absent emergencies, vacation days must have prior approval of the supervisor, and must be requested in writing no less than ten (10) working days before the dates requested. Approval shall be contingent upon meeting the operational needs of the FOC but shall not be unreasonably withheld. Scheduling shall be on a "first come, first serve" basis. Seniority shall prevail when requests are simultaneous.

Section 3. Pro-rated Share

The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary, except for regular part-time employees which will receive the full allocation at the completion of every 1950 hours.

Section 4.

In the event an employee cannot be granted vacation leave within the year they are first eligible to take it, the employee may schedule such unused leave during the next year.

Section 5.

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

Section 6.

Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment.

Section 7.

If a paid holiday falls within the vacation period, the employee shall be eligible for an additional day of paid vacation leave.

ARTICLE 27
HOLIDAYS

Section 1.

All full time and regular part-time employees shall be entitled to the following paid holidays:

New Year's Day; Martin Luther King Day; President's Day
Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day, Veteran's Day;
Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas
Day; December 31st;

and such other holidays as may be established by action of the Employer. Any holiday falling on a Saturday shall be observed on the prior Friday and any holiday falling on a Sunday shall be observed on the subsequent Monday.

Section 2.

To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day(s) off.

Section 3.

The Employer shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. The employee shall give sufficient notice to the Supervisor to provide the opportunity to make necessary operational arrangements.

Section 4.

Paid Holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 28
HEALTH INSURANCE

The Employer shall provide full-time and regular part-time employees employed on the effective date of this Agreement with a health insurance plan:

- A. The Employer shall select or change the insurance carrier and benefit levels at its discretion.
- B. All benefits shall be subject to the provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible newly hired employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.
- D. When employment and seniority is interrupted by layoff, discharge, quit, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.
- E. The Employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by Sanilac County.

Section 2. Cash Option

Employee(s) eligible to participate in the plan who elect not to participate shall be entitled to an annual cash payment in lieu thereof in an amount as determined by the Board of Commissioners.

Payment of said insurance compensation to such employee(s) shall be paid in bi-weekly payments as regular payroll after the employee has indicated in writing that they do not wish to participate in the County insurance plan.

Section 3.

Employees shall be permitted to opt or rejoin the health insurance plan during May of each year.

Section 4.

To acquire and maintain benefits under the plan, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and /or insurance carrier.

Section 5.

The County will notify newly hired employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

Section 6. Health Care Cost Containment

The Employer will provide identical medical coverage to bargaining unit members as that which is provided all other county employees; including elected and appointed officials; including prescription coverage co-pays, vision and dental coverage. The carrier for all plans shall be the option of the Employer. The only exception is collective bargaining unit employees eligible for 312 arbitration who participate in a different plan as a result of an Act 312 award.

If an arbitration process results in a voluntary agreement prior to an arbitrator's Act 312 award that provides an improved health plan or benefits then in that event TPOAM members shall be entitled to participate in the improved health plan benefit and compensation level.

ARTICLE 29
LIFE INSURANCE

Section 1.

The Employer shall provide \$10,000.00 term life insurance to bargaining unit employees with AD&D with carrier of Employer's choice.

Section 2.

Terminally ill employees shall have the option to continue to pay insurance premiums insofar as carrier permits.

ARTICLE 30
DENTAL/OPTICAL ALLOWANCE

See Article 28 Health Insurance.

**ARTICLE 31
RETIREMENT**

Section 1.

All employees shall, upon their date of hire, participate in the Sanilac County Employees' Retirement Plan and Trust Plan.

Section 2.

The employees no longer contribute to the Retirement System, if hired prior to July 1, 2002. Therefore, the contribution of the Employer shall be increased to offset the reduction in the employee contribution.

Section 3.

All employees hired after July 1, 2002, shall contribute 3.75% of their gross earnings toward their retirement.

Section 4.

Effective July 1, 2002, the multiplier factor for retirement/pension benefits shall be 2.0 until an actuary study can be completed. At that time the Union Employer shall meet to discuss the result and negotiate an increase to 2.1.

Section 5.

Effective with this Agreement, all earned time off (ETO) benefits paid shall be calculated and included as gross wages paid pursuant to the applicable provisions of the Pension Plan.

Section 6.

The Employer agrees to keep the retirement program in effect during the life of this Agreement

Initialed By: _____

ARTICLE 32
LONGEVITY New Language

Section 1.

Longevity compensation is based on Total Length of Service with the County.

Section 2.

Longevity compensation will be paid to employees, pursuant to applicable tax law, on their Seniority date as follows:

- A.** Employees with no less than fifteen and no more than nineteen years of service: One Hundred Fifty (\$150.00) Dollars.

- B.** Employees with twenty or more years of service: Three Hundred (\$300.00) Dollars.

**ARTICLE 33
ACT OF GOD**

Section 1.

In the event of a natural disaster or man made disaster or emergency, the Employer shall declare the same and authorize the closing of the Friend of the Court offices and/or services.

Section 2.

In the event of a natural disaster or man made disaster or other emergency declared by the Sheriff, the Employer shall declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive straight pay for the work performed. In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reasons other than discipline by the Employer, they shall receive their full day's pay for that day. Under no circumstances shall an employee who elects to remain at work after being informed not to, be paid "overtime" for that day or any part thereof.

ARTICLE 34
SAFETY COMMITTEE

It will be the responsibility of the Employer and employees to report any malfunction of equipment, or any unsafe working conditions which they may observe. The Employer shall provide a place of employment which is reasonably free from physical and health hazards. The Employer and Union will establish a joint Safety and Health Committee. This Committee shall meet periodically to inspect safety and health conditions and make any necessary recommendations.

ARTICLE 35
SUPPLEMENTAL EMPLOYMENT

Section 1.

Members of the Bargaining Unit may engage in supplemental employment, provided that such supplemental employment shall not diminish the employee's ability to perform their regularly assigned duties, including regular overtime and/or emergency work, nor place the employee in a conflict of interest with respect to his or her employment with the Circuit Court or the Friend of the Court.

Section 2.

Notice of any supplemental employment shall be tendered to the Employer.

ARTICLE 36
WORKER'S COMPENSATION

Worker's Compensation coverage as administered by the Michigan Bureau of Worker's Compensation shall be maintained in full force and effect throughout the duration of this Agreement. No changes in carrier shall be made without a thirty (30) day notification to the Union. Time lost due to compensable injury shall be considered as time worked.

ARTICLE 37
UNEMPLOYMENT INSURANCE COVERAGE

Unemployment insurance coverage shall be provided by the Employer through the Michigan Employment Security Commission and shall be maintained in full force effect throughout the duration of this Agreement.

ARTICLE 38
SOCIAL SECURITY COVERAGE

Social Security coverage as administered by the Social Security Administration (U.S. Department of H.E.W.) shall be maintained in full force and effect throughout the duration of this Agreement.

ARTICLE 39
PAY CHECKS

Pay checks will be presented to employees every other Friday before the end of the work day. When a pay day falls on a holiday, pay checks will be dated and delivered to employees by 4:30 p.m. the eve of the holiday.

ARTICLE 40
SUPERVISORS WORKING

It shall be the policy of the Employer not to have supervisors perform work that is normally performed by bargaining unit employees for the sole purpose of decreasing the size of the work force or avoiding the payment of overtime. Nothing in this article shall prevent the supervisor from performing incidental bargaining unit work so long as it does not otherwise violate the intent of this article.

ARTICLE 41
EFFECTIVE DATE

This Agreement shall become effective as of the 1st day of January, 2006.

**ARTICLE 42
TERMINATION**

This Agreement shall continue in full force and effect until December 31, 2008 and thereafter only in accordance with a written agreement by the parties for an extension.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year set out below:

FOR THE UNION:

FOR THE EMPLOYER:

Dated: _____, 2006

TABLE OF CONTENTS

AGREEMENT	2
PREAMBLE	3
ARTICLE 1 RECOGNITION - EMPLOYEES COVERED	4
ARTICLE 2 EMPLOYEE, UNION AND EMPLOYER RIGHTS	5
ARTICLE 3 NO STRIKES OR LOCKOUTS	6
ARTICLE 4 UNION SECURITY AND UNION DUES	7
ARTICLE 5 UNION REPRESENTATION	9
ARTICLE 6 SUBCONTRACTING	11
ARTICLE 7 GRIEVANCE PROCEDURE	12
ARTICLE 8 DISCIPLINE, SUSPENSION AND DISCHARGE	15
ARTICLE 9 SENIORITY	17
ARTICLE 10 LOSS OF SENIORITY	18
ARTICLE 11 SENIORITY LIST	19
ARTICLE 12 TEMPORARY EMPLOYEES	20

ARTICLE 13
REGULAR PART-TIME EMPLOYEES 21

ARTICLE 14
LAYOFF 22

ARTICLE 15
RECALL FROM LAYOFF 24

ARTICLE 16
WORKING HOURS 25

ARTICLE 17
OVERTIME 26

ARTICLE 18
SICK DAYS/PERSONAL LEAVE DAYS 27

ARTICLE 19
FAMILY AND MEDICAL LEAVE ACT 29

ARTICLE 20
UNPAID SICK LEAVE 33

ARTICLE 21
JOB CLASSIFICATION 34

ARTICLE 22
TEMPORARY ASSIGNMENTS 35

ARTICLE 23
JOB POSTING 36

ARTICLE 24
WAGE RATES 37

ARTICLE 25
LEAVE OF ABSENCE 38

ARTICLE 26
VACATIONS 41

ARTICLE 27

HOLIDAYS	43
ARTICLE 28	
HEALTH INSURANCE	44
ARTICLE 29	
LIFE INSURANCE	45
ARTICLE 30	
DENTAL/OPTICAL ALLOWANCE	46
ARTICLE 31	
RETIREMENT	48
ARTICLE 32	
LONGEVITY	49
ARTICLE 33	
ACT OF GOD	50
ARTICLE 34	
SAFETY COMMITTEE	51
ARTICLE 35	
SUPPLEMENTAL EMPLOYMENT	52
ARTICLE 36	
WORKER'S COMPENSATION	53
ARTICLE 37	
UNEMPLOYMENT INSURANCE COVERAGE	54
ARTICLE 38	
SOCIAL SECURITY COVERAGE	55
ARTICLE 39	
PAY CHECKS	56
ARTICLE 40	
SUPERVISORS WORKING	57
ARTICLE 41	
EFFECTIVE DATE	58
ARTICLE 42	

TERMINATION 59