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AGREEMENT BETWEEN THE
FIRST JUDICIAL DISTRICT COURT
FOR THE
COUNTY OF MONROE, MICHIGAN
AND THE
**FIRST DISTRICT COURT
EMPLOYEES ASSOCIATION**

JANUARY 1, 1995 THRU DECEMBER 31, 1999

(Monroe County) (First Judicial District Court)

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AGREEMENT

This Agreement, entered into on this 10th day of September, 1996, 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 (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 Deputy Court Clerks I & II, Division Supervisors, Unit Secretary II, Division Supervisor/Data Processing, Court Recorders, and Chief Account Clerk; but excluding all Judges, Court Bailiffs, Court Administrators, Magistrates, Judicial Secretaries, Probation Officers, Contract Bailiffs, Assistant Court Administrators, part-time employees, temporary employees, supervisors, and all other employees.

Notwithstanding any other provision in this Agreement to the contrary, the following provisions shall apply to Court Recorders:

(a) When filling Court Recorders vacancies, present employees possessing the required skills and qualifications will be given first consideration through the bidding procedure.

(b) Court Recorders hired after the effective date of this Agreement shall be subject to a one (1) year probationary period. If a Recorder is reassigned to a new Judge by election, resignation, etc., the Recorder shall be subject to an additional one (1) year probationary period by the incoming Judge for whom they are employed. The Recorders positions shall not be subject to layoffs, transfers or bumping procedures. Any employee released from a Recorder position during the probationary period shall have the right to be placed elsewhere in the unit according to her seniority and ability. The hours of work for the Court Recorders shall be as scheduled by each respective Judge.

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 thirty-seven and one-half (37½) 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

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 three (3) 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 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 Personnel Supervisor and the Association's Business Agent, or their respective designated representatives. Such request shall be made in writing to the Personnel Supervisor by the Steward (or alternate) within five (5) work days after receipt of the Step 2 answer. The Personnel Supervisor (or her designated representative) shall schedule a meeting within ten (10) work days of receipt of the written request. The decision of the Personnel Supervisor (or her designated representative) shall be given in writing, by mail, 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

(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

(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.

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.

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 seniority from her original date of hire.

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. Temporary Bargaining Unit Vacancies.

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

In the event the temporary vacancy occurs in a supervisor's position, the assistant supervisor shall be upgraded to the supervisor's position. In the event that the temporary vacancy occurs in all other classifications, the Employer may fill such vacancy at their discretion.

If the senior employees do not desire to fill such vacancy, the Employer has the authority to assign the least

senior employee of the bargaining unit to fill the vacancy. Employees temporarily transferred shall, upon completion of the temporary transfer, return to their former position.

(b) In the event the temporary job vacancy exceeds forty-five (45) days and the time is not extended by mutual agreement between the parties, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth in Section 1 of this Article. Such postings shall be marked as temporary vacancies only, so that the bidding employee may know of the temporary nature of the vacancy.

(c) An employee who accepts or is assigned to work in a position at a higher grade level than her regular position, shall be provided one (1) hour of compensatory time off for each full day worked in such higher graded job up to a maximum of five (5) days per assignment. After five (5) days, the upgraded employee's base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, ten cents (\$0.10) above the base rate she was last paid in her former position.

(d) For the purpose of this Section 2, qualified employee is defined as an employee who has currently accumulated at least five (5) days of on-the-job training in the job classification that is vacant.

The Association shall be given a copy of those employees who have completed five (5) or more days of on-the-job training.

Section 3. Regular Non-Bargaining Unit Position Vacancies. Any employee who bids on and is voluntarily transferred to a regular, non-bargaining unit position vacancy for a period in excess of ninety (90) calendar days shall lose all bargaining unit seniority.

Section 4. Temporary Bargaining and 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.

The District Judges' Records and Legal Secretaries shall be interchangeable and cover each others position during short emergency situations as has been done in the past.

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 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.

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. Other than the District Court's Recorders, the regular work day for all employees consists of 7.5 consecutive hours, exclusive of a one (1) hour lunch period. The work hours of the District Court's Recorders shall be under the complete control of the District Court Judges.

The regular work week of all employees, including Court Recorders, presently consists of 37.5 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.

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. Lump-Sum Wage. All employees in the bargaining unit who were on the Employer's active payroll from January 1, 1995, through December 31, 1995, shall receive a one-time lump-sum payment (not to be added to base pay) of \$1,000.00. All employees who were on LTD during a portion of the foregoing period shall receive a pro-rated percentage of the lump-sum payment (not to be added to base pay), which shall be determined by dividing the number of week days worked between January 1, 1995, and December 31, 1995, by 261. The percentage thereby derived multiplied by \$1,000.00, shall determine the employee's lump-sum payment for active service during said period. In consideration of the period the employee was on LTD, the employee shall also receive a payment in the amount of 67% of the difference between said prorated amount and \$1,000.00.

All employees in the bargaining unit who were hired by the Employer after January 1, 1995, and were on the Employer's active payroll as of the date of ratification of this Agreement by both the Employer and the Union, shall receive a pro-rated percentage of the \$1,000.00 lump-sum payment (not to be added to base pay), which shall be determined by dividing the number of week days worked between January 1, 1995 and December 31, 1995, by 261. The percentage thereby derived multiplied by \$1,000.00 shall determine the employee's payment for 1995.

Employees hired after December 31, 1995, shall not be entitled to a lump-sum payment.

Section 3. Base Wages. The pay grades for each classification covered by this Agreement as of December 31, 1995, are set forth in Appendix A of this Agreement. Pay rates for each of the described pay grades as set forth in Appendix A.

All employees shall be compensated at the rate specified for their pay grade and classification as provided for in Appendix A of this Agreement. New hires shall commence at the minimum rate specified for their respective job classifications and pay grade. Upon completion of six (6) months service in that salary grade, the employee shall advance to the six (6) month step. Upon the completion of an additional six (6) months service (i.e. a total of twelve (12) months service in that salary grade), the employee shall advance to the twelve (12) month step. Employees shall thereafter advance to each successive step of the salary schedule after twelve (12) months service at each such step until they reach the maximum step of their pay grade.

Section 4. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees on the County Payroll as of December 31, 1988, shall be entitled to longevity pay subject to the following provisions:

(a) An employee must have at least five (5) years of continuous service and receive compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay.

(b) Longevity pay shall be based upon the number of years of continuous service an employee has worked for the County determined as of December 1 of each calendar year and shall be in the amount of \$125.00 for the first five years of continuous service, and \$25.00 for each year of continuous service thereafter.

Proper application and arrangements for the payment of such continued benefits must be made at the Personnel 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.

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

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

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

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

Section 2. Voluntary Withdrawal from Health Care Plan.

(a) Any employee who can secure health care benefits from another source and desires to withdraw from the Employer's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the County Administrator.

(b) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee. This date will be binding on all parties.

(c) An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. 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.

(d) An employee who has withdrawn from the plan may apply to be reinstated into the plan, 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. The County Administrator 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 is 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 the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Personnel Office 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 two weeks, 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 Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

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

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

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

Section 4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time seniority employee the vision care benefits in effect as of the date of this Agreement, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Employer's designated Personnel Office 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 vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for 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 Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

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

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

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

Section 5. Term Life and Accidental Death and
Dismemberment Benefits

(a) The 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>
less than \$20,000	\$20,000
\$20,001 to \$25,000	\$25,000
\$25,001 to \$30,000	\$30,000
\$30,001 to \$35,000	\$35,000
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000	\$50,000

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

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

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

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of not more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's

group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

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

Section 6. 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 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 his occupation, provided that the employee shall be deemed not to be disabled if he 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. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

(f) Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's Personnel 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 his examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and his 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 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 Personnel Office upon the commencement of her regular employment with the Employer. Forms shall be provided to employees by the Personnel Office. 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 disability benefits plan herein provided is presently self-insured by the Employer. The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

ARTICLE XVII RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan. The Employer agrees to maintain the Monroe County Employee's 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 said retirements is two percent (2%) of the employee's final average monthly compensation multiplied by his years of credited service. Final average compensation is the monthly average of the compensation paid an individual during the period of thirty-six (36) consecutive months of her credited service, producing the highest average, 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 Employee's 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. Retiree Health Care Plan. Effective September 1, 1996, the Employer shall provide retirees who are

- 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.

Every employee who has been employed six (6) *qualified calendar months is eligible for one (1) week vacation or thirty-seven and one-half (37 1/2) hours of vacation credit.

Each *qualified calendar month employed, after the six (6) month period, for the next twelve (12) months the employee will earn five (5) hours per calendar month.

After eighteen (18) months the employee will earn vacation hours based upon the following *qualified continuous employment from his/her anniversary date:

<u>From:</u>	<u>To:</u>	<u>Amount Earned for 37½ Hour Schedule</u>
19 cal.mo.	- 60 cal.mo.	6.5 hrs. cal.mo.
61 cal.mo.	- 84 cal.mo.	8.0 hrs. cal.mo.
85 cal.mo.	- 144 cal.mo.	9.5 hrs. cal.mo.
145 cal.mo.	- 180 cal.mo.	11.0 hrs. cal.mo.
181 cal.mo.	- 240 cal.mo.	12.5 hrs. cal.mo.
241 cal.mo.	and over	16.0 hrs. cal.mo.

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, voluntary quit, 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.

compensation and benefits during said leave shall be as provided under said Article XVI, Insurance, Section 6, Disability Benefits.

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

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA leave, the employee shall be placed in the position to which she would have otherwise been entitled had she been working at the time of the position's elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders her unable to perform the functions of her position, the employee may, at her option, utilize accrued paid time off. Upon exhaustion of all paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

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

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

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

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

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

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken

intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

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

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

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 3. Personal Leave. Effective January 1, 1996, 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. (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 Blue Cross/Blue Shield, 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, and stepgrandchildren. The Employer agrees to allow the employee to use additional personal or vacation days to attend a funeral of a member of his immediate family if the funeral is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

Section 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 - \$ 5.00
 - (b) Lunch - \$ 8.00
 - (c) Dinner - \$15.00

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. Mileage will be paid at the rate of \$.25 per mile.

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. The radio system shall be on during office working hours.

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 Employer or 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 September 10, 1996, and shall continue in full force and effect until midnight

ARTICLE XXIII
DURATION

This Agreement shall be effective September 10, 1996, and shall continue in full force and effect until midnight December 31, 1999, 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

Samuel P. Brown

Chief Judge, First District
Court

Raymond E. Wilson

Chairman, Board of Commissioners

FIRST DISTRICT COURT EMPLOYEES
ASSOCIATION

Sept. 1996

John A. Wharrel

Beverly J. Pierce

Jane L. Emerick

Bonny Snow

APPENDIX A

0% 1995 SALARY SCHEDULE

Grade Steps	0 Months <u>1</u>	6 Months <u>2</u>	12 Months <u>3</u>	24 Months <u>4</u>	36 Months <u>5</u>
6 Deputy Clerk I	\$ 8.35	\$ 8.74	\$ 9.09	\$ 9.47	\$ 9.82
7 Deputy Clerk II	\$ 9.12	\$ 9.50	\$ 9.90	\$10.32	\$10.68
8 Division Supervisor	\$ 9.77	\$10.26	\$10.73	\$11.25	\$11.74
9 Chief Account Clerk	\$10.34	\$10.88	\$11.41	\$11.86	\$12.48
10 Court Recorder	\$10.73	\$11.27	\$11.85	\$12.41	\$12.94

3% 1996 SALARY SCHEDULE

Grade Steps	0 Months <u>1</u>	6 Months <u>2</u>	12 Months <u>3</u>	24 Months <u>4</u>	36 Months <u>5</u>
6 Deputy Clerk I	\$ 8.60	\$ 9.00	\$ 9.36	\$ 9.75	\$10.11
7 Deputy Clerk II	\$ 9.39	\$ 9.79	\$10.20	\$10.63	\$11.00
8 Division Supervisor	\$10.06	\$10.57	\$11.05	\$11.59	\$12.09
9 Chief Account Clerk	\$10.65	\$11.21	\$11.75	\$12.22	\$12.85
10 Court Recorder	\$11.05	\$11.61	\$12.21	\$12.78	\$13.33

3%
1997
SALARY SCHEDULE

Grade Steps	0 Months <u>1</u>	6 Months <u>2</u>	12 Months <u>3</u>	24 Months <u>4</u>	36 Months <u>5</u>
6 Deputy Clerk I	\$ 8.86	\$ 9.27	\$ 9.64	\$10.04	\$10.41
7 Deputy Clerk II	\$ 9.67	\$10.08	\$10.51	\$10.95	\$11.33
8 Division Supervisor	\$10.36	\$10.89	\$11.38	\$11.94	\$12.45
9 Chief Account Clerk	\$10.97	\$11.55	\$12.10	\$12.59	\$13.24
10 Court Recorder	\$11.38	\$11.96	\$12.58	\$13.16	\$13.73

3%
1998
SALARY SCHEDULE

Grade Steps	0 Months <u>1</u>	6 Months <u>2</u>	12 Months <u>3</u>	24 Months <u>4</u>	36 Months <u>5</u>
6 Deputy Clerk I	\$ 9.13	\$ 9.55	\$ 9.93	\$10.34	\$10.72
7 Deputy Clerk II	\$ 9.96	\$10.38	\$10.83	\$11.28	\$11.67
8 Division Supervisor	\$10.67	\$11.22	\$11.72	\$12.30	\$12.82
9 Chief Account Clerk	\$11.30	\$11.90	\$12.46	\$12.97	\$13.64
10 Court Recorder	\$11.72	\$12.32	\$12.96	\$13.55	\$14.14

3%
1999
SALARY SCHEDULE

Grade <u>Steps</u>	0 Months <u>1</u>	6 Months <u>2</u>	12 Months <u>3</u>	24 Months <u>4</u>	36 Months <u>5</u>
6 Deputy Clerk I	\$ 9.40	\$ 9.84	\$10.23	\$10.65	\$11.04
7 Deputy Clerk II	\$10.26	\$10.69	\$11.15	\$11.62	\$12.02
8 Division Supervisor	\$10.99	\$11.56	\$12.07	\$12.67	\$13.20
9 Chief Account Clerk	\$11.64	\$12.26	\$12.83	\$13.36	\$14.05
10 Court Recorder	\$12.07	\$12.69	\$13.35	\$13.96	\$14.56

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 Personnel Supervisor and County Administrator/Auditor 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 24 day of September, 1996.

FOR THE EMPLOYER:

Terrence P. Bronson
Chief Judge, First District
Court

Raymond M. Wade
Chairman, Board of Commissioners

FOR THE ASSOCIATION:

Ray J. Hooks

Debra A. Weber

Beverly J. Pierce

Jane L. Emerick

Rosemary Snow

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/Personnel 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

APPENDIX C

MEMORANDUM OF UNDERSTANDING

It is agreed that the following Personnel Policies 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. 95-23
- Travel Expense Reimbursement Policy No. 94-17
- County Facilities Closing Due to Inclement Weather and Emergencies Policy No. 95-22
- Citizenship and Residency Requirements Policy Dated 01/01/77, Amended 01/01/84 and 04/01/89
- Lost or Damaged Property of County Employees Policy No. 88-15

Signed this 24 day of September, 1996.

FOR THE EMPLOYER:

Jerome P. Gronson
Chief Judge, First District
Court

Raymond W. Welle
Chairman, Board of Commissioners

FOR THE ASSOCIATION:

May L. Puhl

Debra A. Wobbel

Jane L. Emeruck

Barbara Snow

