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12/31/98



AGREEMENT BETWEEN THE

PROBATE COURT

FOR THE

COUNTY OF MONROE, MICHIGAN

AND THE

**INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW,**

AND ITS

LOCAL UNION N^o. 157

Monroe County Probate Court



APRIL 22, 1996

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ARTICLE I
AGREEMENT

THIS AGREEMENT, entered into on April 23, 1996, between the PROBATE COURT FOR THE COUNTY OF MONROE, MICHIGAN, hereinafter referred to as the "Court", and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W.), and its LOCAL NO. 157, hereinafter collectively referred to as the "Union".

ARTICLE II
RECOGNITION

Section 1. Unit Description. The Court recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, of all full-time employees holding the job classification of Probation Officer/Referee, Probation Officer/Adoption Caseworker, and Probation Officer employed by the Court; but excluding all other employees of the Court.

Section 2. Definitions. For purposes of this Agreement, the following terms shall be defined as follows:

(a) Full-Time Employee shall mean a person employed by the Court in a classification represented by the Union under this Agreement, who is assigned to work 37.5 or more hours per week.

(b) References to Gender. Pronouns of masculine and feminine gender shall include the other.

ARTICLE III
NON-DISCRIMINATION

The Court and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of age, race, gender, color, national origin, height, weight, religion, handicap, or marital status, membership or activity on behalf of the Union, or participation in the grievance procedure, except as otherwise permitted by state or federal law.

ARTICLE IV
UNION SECURITY

Section 1. Union Dues or Service Fees. It shall be a condition of employment that all regular full-time employees of

the Court covered by this Agreement and all regular full-time employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay a service fee in conformance with state and federal law but in no event in excess of the regular monthly dues uniformly required for membership in the Union, on or before the 30th calendar day after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

Section 2. Check Off.

(a) Regular full-time employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Union and the Court), or they may pay dues or fees directly to the Union.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Court agrees to deduct the above-referenced Union membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Court.

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

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

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

time by serving written notice thereof to the Court. Employees missed during the normal dues deduction because they were on a leave, etc., will have their dues or service fees deducted from the next check in which they have earnings and the Court makes regular deductions on behalf of all employees.

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

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

Section 3. Failure to Comply.

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

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

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

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

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

(b) Upon receipt of such notice, the Court shall communicate the Union's request for termination to the employee and advise such employee that he must pay all back dues or

service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Court (unless otherwise extended by the Union and the Court), or he shall be terminated.

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

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

ARTICLE V COURT RIGHTS

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

Section 2. Except as limited by the clear and express terms of this Agreement, the Court and its department heads, reserve the right to manage the Court's affairs efficiently and economically including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend, or to discharge for just cause, to assign, promote, or transfer employees, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications; and prescribe and assign job duties, and to adopt, revise and enforce working rules and regulations.

ARTICLE VI
REPRESENTATION

Section 1. For the purpose of handling grievances and other matters relative to the application of the terms of this Agreement and the relationship between the employees and the Court, the employees shall be represented by a Committee consisting of two (2) members, including the Chief Steward. The Committee shall be elected in accordance with the Union's bylaws.

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

Section 3. No official of the Union, including Committeepersons, shall assume any supervisory authority, nor advise or direct employees to disregard the instruction of supervision.

Section 4. For the purpose of attending scheduled Step III grievance meetings with the Court, the following provisions shall apply:

(a) No more than two (2) members of the Committee, including the Chief Steward, will be in attendance at any meeting.

(b) The Union will determine which two (2) members will attend.

(c) Committee members who attend meetings with the Court shall receive straight-time pay during the time of their attendance at such meetings, when held during working hours.

Section 5. The Union shall furnish the Court with the names of the Committeepersons and their alternates. No employee shall function in the capacity of a Committeeperson or alternate until the Court has been notified, in writing, at least twenty-four (24) hours in advance of his appointment. Such notification to the Court shall state the classifications assigned to each Committeeperson. Any changes in the Union's Officers, Committeepersons and alternates shall be reported to the Court, in writing, as far in advance as possible.

Section 6. All Union representatives shall have regularly assigned tasks to perform and the Union agrees that

such Union representatives will perform their regularly assigned work, except as may be provided for in the grievance procedure.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a disagreement between one or more of the employees represented by the Union and the Court as to the interpretation or application of any provision of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If the employee does not initiate a grievance within the specified time limits, the grievance will be barred. If an answer by the Court is not appealed to the next step of the grievance procedure within the specified time limits, the Court's last answer shall be considered final. If the Court does not respond within the specified time limits, the grievance will be deemed denied and shall be automatically moved to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Court and the Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Union and the Court.

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

STEP ONE

Any employee(s) having a grievance shall, within five (5) days of the date an employee becomes aware or reasonably should have become aware of an occurrence giving rise to the grievance, discuss the matter with the employee's immediate supervisor (or designee). The employee shall have the right to have a committeeperson present during the discussion. The Committeeperson shall be permitted to discuss the grievance with the aggrieved employee and, if necessary, to investigate the matter in order to establish the facts before discussing the matter with the employee's immediate supervisor (or designee). Every effort shall be made to settle the grievance with the employee's immediate supervisor (or designee) within thirty (30) minutes.

STEP TWO

If the employee's immediate supervisor (or designee), employee and (as appropriate) the Committeeperson are unable to satisfactorily resolve the grievance as orally presented, the Committeeperson shall, not later than seven (7) work days of the date the employee becomes aware, or reasonably should have

become aware of the occurrence giving rise to the grievance, reduce the grievance to writing and submit it to the employee's immediate supervisor (or designee). Within five (5) work days of his receipt of the written grievance, the employee's immediate supervisor (or designee) shall meet with the employee and his Chief Steward or Committeeperson to review the grievance. The employee's immediate supervisor (or designee) shall give the Chief Steward or Committeeperson a written answer to the grievance within five (5) work days following the conclusion of this meeting.

STEP THREE

If the matter is not satisfactorily resolved at Step Two, the Union's Chief Steward or Committeeperson shall, within ten (10) work days of receipt of the answer from the employee's immediate supervisor (or designee), appeal the matter in writing to the Probate Court Administrator (or designee). Within ten (10) work days of receipt of such appeal, the Probate Court Administrator (or designee) shall meet with the Union's Chief Steward, Committeeperson, the International Representative and such other representatives as either party deems appropriate. The Probate Court Administrator (or designee) shall give the Chief Steward or Committeeperson a written answer to the grievance within ten (10) work days following the conclusion of the meeting.

STEP FOUR ARBITRATION.

(a) If the matter is not satisfactorily resolved at Step Three, the Union shall appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than forty (40) calendar days after the Chief Steward or Committeeperson receives the Court's Step Three answer. Concurrent notification of such appeal shall be provided to the Probate Court Administrator (or designee). Notification to the Probate Court Administrator (or designee) shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provision(s) of the Agreement involved. If the grievance is not submitted to arbitration in accordance with the procedure and time limits herein provided, the Court's Step Three disposition of the grievance shall be final.

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

hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Court and the Union.

The fees and approved expenses of the arbitrator shall be shared by the Union and the Court equally. Each party shall be responsible for compensating its own representatives and witnesses. The cost of any room or other facility needed for the arbitration shall be shared equally by the Court and the Union. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and the Chief Steward or Committeeperson who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant and the Chief Steward or Committeeperson shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

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

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

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

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

(d) It is understood that all time spent under this procedure by the Chief Steward or any Committeeperson shall be devoted exclusively to the prompt handling of legitimate

grievances and shall not be abused. The privilege to leave their work stations after notification to the Probate Court Administrator (or designee), during working hours, without loss of pay, is limited to the processing of grievances under the grievance procedure.

ARTICLE VIII STRIKES AND LOCKOUTS

Section 1. During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in any strike (including a sympathy strike), work stoppage, interruption, sickout, sitdown, stay-in, slowdown, or any other restriction of work or interference with the operations of the Court.

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

Section 3. In the event of any conduct prohibited in Section 1 above, the Union, its officers and agents shall, 1) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, 2) direct such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and, 3) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Court shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Court within three (3) work days of such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

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

employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE IX
PROBATIONARY EMPLOYEES

All new employees shall be on probation for the first 180 days of employment and shall have no seniority until completion of this 180 day period. Upon completion of probation, the employee shall be placed on the seniority list as of his last date of hire in the Probation Department. While an employee is regarded as a probationary employee, the Court shall have the right to terminate the employee without regard to any other provision of this Agreement and such termination shall not be subject to the grievance procedure; provided, however, the Court shall not use this provision to discriminate against employees because of their activity for or on behalf of the Union.

ARTICLE X
SENIORITY

Section 1. General. Seniority shall be defined as the employee's last date of hire in the Probation Department.

Section 2. Loss of Seniority. Employees shall lose their seniority and their employment shall cease for the following reasons:

(a) The employee voluntarily leaves the employment of the Court or accepts a position with the Court in a classification of work not covered by this Agreement.

(b) The employee is discharged for just cause.

(c) The employee is absent from work for three (3) consecutive work days without notifying the Court, unless the employee furnishes proof satisfactory to the Court that it was impossible for the employee to provide such notification.

(d) The employee fails to advise the Court in writing or in person of his intent to return to work and/or fails to return within three (3) working days after being notified of recall from layoff.

(e) The employee fails to report back to work upon the expiration of a leave of absence.

(f) The employee is laid off for a period of twelve (12) consecutive months, or the length of such employee's seniority, whichever is less. Such laid-off employee will then

be placed on a preferred eligibility list for reconsideration of employment for a period of one (1) year after termination of seniority. The employee shall be regarded as a new employee for any vacancies in the department covered by this Agreement which may occur during such one (1) year period. Persons on the preferred eligibility list shall be considered for employment upon the same basis as other potential new hires and the Court shall not be required to hire such persons unless they have the qualifications and abilities needed for such vacancies. Any person who is not hired by the Court within such one (1) year period shall be removed from the preferred eligibility list.

(g) The employee works for another employer while on any leave of absence, unless written approval to engage in such employment is obtained in advance from the Court.

(h) The employee retires or receives a pension under the provisions of this Agreement.

Section 3. Superseniority of Union Committeepersons. Committeepersons shall head the seniority list of the Bargaining Unit covered by this Agreement for the purposes of lay-off (only during the term of office for which they are elected). The aggregate total of the above mentioned employees shall not exceed two (2), one of whom shall be the Chief Steward. The Union agrees to furnish the Court a complete list of all Committeepersons on Union letterhead in the order of sequence as to preferential seniority for purposes of layoff and transfer.

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

Section 4. Seniority of Employees Who Transfer Outside of the Bargaining Unit. Except as provided for in this Section, employees who transfer out of the bargaining unit shall not have seniority. It is understood, however, that an employee within the bargaining unit may be promoted to a position outside the bargaining unit within the Court, including a supervisory position. Such employee, so promoted, shall not lose accumulated seniority and shall continue to retain the seniority the employee had, but shall not accumulate any seniority while out of the bargaining unit, except as provided below. If such employee is returned to the bargaining unit, the employee shall be placed in a job where the employee's seniority will allow. Discharge of said employee while the employee is outside the bargaining unit shall automatically cancel all seniority and since the employee is outside of the bargaining unit and is not covered by this Agreement, the employee's discharge shall not be subject to the grievance procedure. Employees who may be promoted in accordance with the provisions of this Section shall, for the first fifteen (15) days, accumulate seniority in

their classification. It is further understood that such employee may request return to the employee's former classification within fifteen (15) working day period without loss of seniority in said classification and notwithstanding the provisions of any prior agreement.

Section 5. Seniority List. The Court shall keep a list of all employees having seniority under this Agreement. This list shall be available for inspection by the Union at reasonable times. A copy of the seniority list shall be given to the Union once every six (6) months.

ARTICLE XI LAYOFF AND RECALL

In the event of a reduction of employees in a classification, the following order of layoff shall be observed by the Court:

(a) Part-time employees within each affected job classification will be laid off first, provided the remaining employees are fully qualified and capable of performing the work.

(b) Probationary employees within each affected job classification will be laid off next, provided the remaining employees are fully qualified and capable of performing the work.

(c) If an additional reduction in force is necessary, the Court will lay off the employees within each affected job classification in order of seniority, least senior first, provided the remaining employees are fully qualified and capable of performing the work.

(d) A seniority employee who is displaced from his job classification may exercise his seniority to displace the least senior employee in another job classification covered by this Agreement which carries a wage rate that is equal to or lower than the wage rate of the laid off employee's regular job classification, provided he is, immediately upon exercising his seniority, fully qualified and capable of performing the work with minimal orientation. An employee who exercises his seniority under this provision shall be paid the wage rate applicable to the job to which he transfers.

Except in emergency circumstances, the Court shall notify the Union two (2) weeks in advance of a layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore. The Court will also post a duplicate notice of the layoff list on the Court bulletin board.

Recall to work of laid off employees shall be in seniority order, the most senior first, within each affected job classification. In the event an employee does not immediately return upon notification of recall, the Court may place any other employee available in such position on a temporary basis up to and including fifteen (15) working days, without prejudice and without liability.

ARTICLE XII
DISCIPLINE AND DISCHARGE

Employees with seniority shall not be disciplined or discharged without just cause.

ARTICLE XIII
NEW JOBS, JOB VACANCIES AND JOB BIDDING

Section 1. All permanent job openings shall be posted for a period of five (5) work days. The posting shall remain valid for sixty (60) work days, in case additional openings become necessary within a particular classification, provided multiple bids have been received. Such postings shall include the classification of the job and the qualifications required for such vacancy. Employees who desire to apply for such openings shall submit their names and qualifications on a form furnished by the Court. The Court shall first consider bids from employees in the bargaining unit and select the senior employee who is qualified by education, training and experience to fill the position. The successful bidder must accept the job subject to the qualification procedure.

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

employee is not available after such posting, the Court may hire a new employee for such vacancy.

Section 3. If there are no qualified employees from within the bargaining unit, the Court may appoint a person from outside the bargaining unit.

ARTICLE XIV TEMPORARY VACANCIES

In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Court may fill such temporary job vacancy for a period not to exceed three (3) months, or the duration of an employee's leave of absence, whichever is longer. These time limitations may be extended further upon mutual agreement of the Court and the Union.

ARTICLE XV COMPENSATION

Section 1. Lump-Sum Wage Payment. All employees in the bargaining unit shall receive a one-time only lump-sum wage payment of \$1,000.00 (not to be added to base pay).

The 1995 lump-sum wage payment shall be made to employees on the first payday following the date of ratification of this Agreement. All employees hired after the date of ratification of this Agreement shall not be entitled to the lump-sum wage payment herein provided.

Section 2. Base Wage Adjustments. All employees who are covered by this Agreement shall be compensated at the rate specified in Appendix A of this Agreement.

Section 3. 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 his representative, every other Friday as early as possible in the day. Each employee shall be provided with an itemized statement of 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 4. Payment of Longevity. All employees hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees who were on the Court's payroll as

of December 31, 1988, shall be entitled to longevity pay, subject to the following provisions:

(a) An employee must have at least five (5) years of continuous service with the Court as of December 1 of the calendar year in which longevity is to be paid.

(b) An employee must have received compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay for that calendar year. An employee's forfeiture of credit for a given year shall not result in a forfeiture of longevity pay for other years for which the employee has met the minimum eligibility requirements.

(c) Longevity payments shall be in the amount of \$25.00 for each year of continuous service an employee has worked for the Court determined as of December 1 of each calendar year.

(d) Employees shall not be entitled to any longevity pay if their employment with the Court is terminated for any reason prior to December 1 of any calendar year.

(e) An employee who retires under the Monroe County Employees' Retirement System Ordinance shall be entitled to a proration during the year of retirement; otherwise no proration is permitted.

(f) Longevity payments will be made on a separate check.

ARTICLE XVI HOURS OF WORK

Section 1. Regular Work Day/Regular Work Week for Employees Hired On or Before April 10, 1996. Employees hired on or before April 10, 1996, shall be assigned a regular work day and regular work week, except as otherwise required, to comply with applicable administrative order of the Michigan Supreme Court or provision of law. The regular work day consists of 7.5 consecutive hours beginning at 8:30 a.m. and concluding at 5:00 p.m., exclusive of a one (1) hour unpaid lunch period. The regular work week consists of 37.5 hours, beginning at 8:30 a.m. Monday and concluding at 5:00 p.m. on Friday.

Section 2. Deviations from Regular Work Day/Regular Work Week for Employees Hired On or Before April 10, 1996. Should the Court be required by administrative order of the Michigan Supreme Court or provision of law to institute changes

that deviate from the regular work day/regular work week, such changes shall be posted and served on the affected employees fifteen (15) days prior to their becoming effective, and offered to employees within the affected job classification(s) in order of seniority (highest to lowest). If there are no volunteers, the revised work shift(s) and/or schedule(s) will be assigned to the least senior employee in the affected job classification(s).

Deviations from the regular work day/regular work week for a period in excess of fourteen (14) consecutive calendar days shall be subject to the following shift premium payments, retroactive to the date of the change:

Any employee who is regularly assigned to a shift commencing between the hours of Noon to 8:00 p.m. shall be paid a shift premium of \$0.28 per hour during calendar year 1996, \$0.30 per hour during calendar year 1997, and \$0.32 per hour during calendar year 1998.

Section 3. Regular Work Day/Regular Work Week for Employees Hired After April 10, 1996. The regular work day/regular work week for employees hired after April 10, 1996, shall be seven and one-half (7.5) hours per day [exclusive of a one (1) hour unpaid lunch period] for five (5) consecutive days constituting thirty-seven and one-half (37.5) hours per week. The specific hours and days of work shall be determined by the Court.

Section 4. 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-half (1-1/2) for all hours worked in excess of forty (40) hours in the work week.

Compensatory time off shall be awarded at straight time for all hours worked between thirty-seven and one-half (37-1/2) hours through forty (40) hours during the first five (5) days of the employee's work week. Employees shall be paid time and one-half (1-1/2) for all hours worked on the sixth and seventh day of their work week that are in excess of thirty-seven and one-half (37.5) 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 his designee.

Section 5. Rest Periods. Employees shall receive two fifteen (15) minute rest periods each work day, one in the morning, and one in the afternoon, in free time. An additional fifteen (15) minute rest period will be provided when ten (10) or more hours are worked in any work day.

ARTICLE XVII
NEW OR REVISED JOB CLASSIFICATIONS

Section 1. When new or revised jobs are created by the Court which cannot be properly placed in existing classifications by mutual agreement, the Court will, after notification to the Union, set up a new classification and a rate covering the job in question and designate it as temporary.

Section 2. The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union. During this period (but not thereafter), the Union may request the Court to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary classification and rate, unless otherwise mutually agreed.

ARTICLE XVIII
VACATION

Section 1. 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. 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.

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

Section 3. Every employee who has been employed six (6) *qualified calendar months is eligible for thirty-seven and one-half (37-1/2) hours of vacation.

Section 4. 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.

Section 5. After eighteen (18) months the employee will earn vacation hours based upon the following *qualified continuous employment:

<u>From:</u>	<u>To:</u>	<u>Vacation Hours:</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.

Section 6. The Court shall set up a vacation schedule so as to permit the continued operation of the department. All requests for vacation must be approved by the employee's immediate supervisor. Preference as to vacation time, subject to the foregoing, shall be in accordance with continuous length of service in the department. Vacation schedules shall be final except for emergencies.

Section 7. 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.

Section 8. 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 the termination.

Section 9. Employee will receive vacation credit for time served when summoned to duty or service with the Armed Services of the United States or the State of Michigan on the basis of seven and one-half (7 1/2) hours per day for each day away from work for which the employee would otherwise have been scheduled to work, for a maximum of one hundred sixty (160) hours in any credit year.

Section 10. Employees will receive vacation credit for time served when summoned to jury duty for which the employee has not volunteered and for which the employee is eligible for payment for jury duty, for a maximum of one hundred sixty (160) hours in any credit year.

Section 11. Employees will receive vacation credit for each paid holiday that falls on a regularly scheduled work day during the credit year; provided that the employee has qualified for holiday pay for such day.

Section 12. Employees will receive credit for days lost due to work related accidents received during the course of employment with the Court, during such period of time as the employee drew Workers' Compensation Insurance during the credit year in which the accident occurred, or in the credit year immediately following.

*Qualified month means a month that the employee receives at least twelve (12) work days pay.

ARTICLE XIX
HOLIDAYS

Section 1. Employees will be paid seven and one-half (7 1/2) hours pay at their regular straight-time rate for the following holidays:

- * New Year's Day
- * Martin Luther King's Birthday
- * President's Day
- * Good Friday (One-half day only)
- * Memorial Day
- * Independence Day
- * Labor Day
- * Veteran's Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * Christmas Eve Day
- * Christmas Day
- * New Year's Eve Day

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

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

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

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

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

ARTICLE XX
INSURANCE

Section 1. Health Care Benefits.

(a) Effective May 9, 1996, the Court agrees to provide each regular, full-time seniority employee and their eligible dependents the traditional Blue Cross/Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option-1 (150/300; 80/20), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred RX \$5.00 co-pay (mail order drugs at 50% of co-pay), or its equivalent, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for health care benefits as above described, each employee must individually enroll and make proper application for such benefits upon the commencement of his regular employment as directed by the Court.

(c) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XXII, Leaves of Absence, Section 2, Family and Medical Leave, 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 prior to the commencement of the leave as directed by the Court. 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 his own expense.

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

(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 Court'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 Court's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the Court Administrator (or designee).

(b) The Court or its designee will notify the employee of the effective date that the Court 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 he demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made in writing to the Court Administrator or his designee. The Court Administrator or his designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Court shall have no obligation whatsoever prior to such effective date.

Section 3. Dental Care Benefits.

(a) The Court shall provide such regular, full-time seniority employee 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 upon the commencement of his regular employment as directed by the Court.

(c) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made prior to the commencement of the leave as directed by the Court. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

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

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

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

Section 4. Vision Care Benefits.

(a) The Court shall provide each regular, full-time seniority employee 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

gainful occupation for which he 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 Court, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Court's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Court at the rate of pay established by said position. The Court reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits 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 his disability benefits.

(c) The amount of disability income benefits provided by the Court 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 Court fully apprised in writing of his eligibility for and the status of said benefits and provide the Court with such certification as it may require.

(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 Court or its designee, 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 Court but not less than once per month. The Court retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Court's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Court's designated physician and the employee's physician and his examination will be at the Court's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Court or its designee as to said employee will be done by such physician.

(h) The Court or its designee shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for his eligible family, up to one (1) year from the disability. The Court or its designee 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 claims 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, he shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Court.

(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 as directed by the Court. Any employee who fails to complete, sign and return any necessary application forms as directed by the Court is specifically and expressly excluded from such benefits until such time as he 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 Court. The Court reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

ARTICLE XXI RETIREMENT

Section 1. Retirement. The Court agrees to maintain its participation in the Monroe County Employees' Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Retirement System Ordinance or who become participants in the Retirement System Ordinance 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 his credited service, producing the highest average, contained within the period of 120 months of his credited service immediately preceding the date his employment with the Court last terminates.

The Court agrees that prior to the date of the employee's first pension payment, the employee may elect to withdraw his retirement contributions. The amount of pension paid to an employee making such election shall be reduced in accordance with the Monroe County Employees' Retirement System Ordinance.

Section 2. Retiree Health Care Plan. Effective May 9, 1996, the Court shall provide retirees who are receiving benefits under the Monroe County Employees' Retirement System Ordinance, Blue Cross/Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option-1 (150/300; 80/20), mammograms, pap-smear, FAE-RC, Hospice, Ind. Case Mgt., preferred RX \$5 copay (mail order drugs at 50% of copay), or equal or better coverage, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. At age 65, the retiree must enroll in part B Medicare program. The Court will thereafter pay the cost of Blue Cross and Blue Shield Complimentary Coverage Option-2 plus 1, with prescription Co-Pay program, or equal or better coverage. The Court shall pay 100% of the health care costs for the retiree only.

A participating retiree's spouse and *eligible dependents shall also be permitted to participate in the above described Retiree Health Care Plan; provided, however, a retiree's spouse who has health care benefits available from the spouse's employer shall not be allowed to participate in this Employer sponsored Retiree Health Care Plan. The Court shall pay 50% of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Court shall pay an additional 2.27% of the retiree spouse's and *eligible dependents health care illustrated premiums for each year of credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium.

The retiree's spouse shall be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the Retiree Health Care Plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

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

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

Section 3. Retiree Health Care Fund. The Court or its designee shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Court or its designee shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired after the effective date of this Agreement shall contribute 1.5% of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee terminates employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Court.

Section 4. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

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

ARTICLE XXII
LEAVES OF ABSENCE

Section 1. Sick Leave. As of July 1, 1986, all accumulated sick leave for employees was frozen and placed in a bank. Employees with banked sick days may utilize them for illness. Unused sick days will be maintained in the bank and the employee shall be paid for one-half (1/2) of those unused days at the same rate paid that employee when he terminates his employment. In those instances in which an employee terminates and receives payment for accumulated sick leave, the position vacated by the employee will remain vacant until the accumulated sick time benefits of that employee have been exhausted. Exceptions can be made in extraordinary situations by the Court.

Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) At the end of each year, all employees will be paid for one-half (1/2) of the unused sick days at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

Utilization of sick leave benefits is subject to the following conditions:

(a) Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform regular duties. Exceptions may be made in extraordinary circumstances upon approval of the Court Administrator.

(b) Sick pay benefits will not be granted before they have been earned.

(c) Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Department Head not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.

(d) If concerned about abuse of a provision of this Section, the Court may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling

to the extent that the employee could not perform regular work duties.

(e) In the event an employee receives sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits, the Court may cancel an equal number of sick days previously accrued or to be accrued by the employee.

(f) The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked on the day(s) such benefits are used.

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

Section 2. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

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

(a) for the birth of a son or daughter of the employee and to care for such child.

(b) for the placement of a child with the employee for adoption or foster care.

(c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or

(d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article XX, Insurance, Section 6, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article XX, 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 he would have otherwise been entitled had he been working at the time of the position's elimination.

The Court or its designee shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Court or its designee 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 Court or its designee 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 him unable to perform the functions of his position, the employee may, at his 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) work weeks 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 Court, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption 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 his child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Court Administrator or his designee, 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 his spouse, child or parent should notify the Court Administrator or his designee, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Court's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Court Administrator or his designee 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 Court Administrator or his designee 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 Court may require the employee to transfer temporarily to an available alternative position offered by the Court for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Court Administrator or his designee informed, in writing, regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Court has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Court 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 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. Applications for personal leave shall be filed in writing with the Court 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 must keep the Court informed of any change in status or any change in the conditions which caused the request for the leave.

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

(d) 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. Union Leave. The Court will grant a Union leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to a Union position or selected by the Union to attend a labor convention or educational conference. Two (2) weeks advance written notice may be required for any such leave. Not more than one (1) employee 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 5. Bereavement Leave. An employee will be granted bereavement leave without loss of pay for a period of up to a maximum of three (3) scheduled work days. Bereavement 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 he 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 and grandchildren. Time spent on bereavement 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 bereavement 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, spouse's grandparent and

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

Section 6. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which he would have received if he had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 7. Education Leave. Regular full-time employees with one (1) year or more of service with the Court who desire to enroll in an educational course offered by an accredited educational institution or an agency which offers advance training which would aid the employee in the performance of the employee's duties with the Court and would contribute to the increased potential of said employee may request an educational leave of absence in accordance with the following procedure:

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

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

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

(d) Upon completion of the course, the employee shall present a certificate or statement from the institution or agency giving the course or courses of study of satisfactory completion of such courses by the employee. The employee shall

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

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

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

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

- (1) All registration and tuition costs
- (2) Actual lodging cost
- (3) Meals not to exceed the following:
 - (a) Breakfast - \$ 5.00
 - (b) Lunch - \$ 8.00
 - (c) Dinner - \$15.00

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

Section 8. Military Leave. Employees shall be entitled to a military leave of absence in accordance with the provisions of applicable state and federal law.

ARTICLE XXIII PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. As a condition of employment, all future employees shall submit, at the Court's request, to a physical examination by a physician designated

and paid for by the Court. Employees shall also submit an employment data form as required by the Court if such employment data is not presently on file. Refusal to submit to said physical examination, or the making of a false statement of material fact upon such employment data form, shall constitute cause for discharge.

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

Section 2. Injuries. Employees sustaining any injury in the performance of their official duties on behalf of the Court shall be permitted to obtain required medical attention during working hours on the day of the injury by a physician designated by the Court or its designee. The employee shall be compensated for the necessary time lost during the regular schedule of work on that day.

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

ARTICLE XXIV WORK BY SUPERVISORS

Supervisors shall not perform work which will deprive an employee of his regular job. This provision shall not be construed to prevent supervisors from working on hourly rated jobs in the following situations:

- (a) In the instruction and training of employees.
- (b) In emergency situations, in which event the Court Administrator or designee will contact the Union's Chief Steward or designee and explain the need for supervisors working. In the event no bargaining unit employee is available to do the work, a supervisor may be utilized.
- (c) To do experimental work on a new job.

ARTICLE XXV
RESIDENCY

All employees shall be residents of the jurisdiction of the Monroe County Probate Court at the time they are hired, or must agree, as a condition of employment, to become residents of the jurisdiction of the Monroe County Probate Court within ninety (90) calendar days following their date of hire. Extensions to this time limit may be granted by the Court for extenuating circumstances.

Employees who fail to comply with this Article shall be subject to discharge.

ARTICLE XXVI
PERSONNEL FILES

Section 1. There shall be only one official personnel file maintained on each employee. Under no circumstances shall an employee's medical file be contained in the employee's personnel file. Detrimental information that is unrelated to the employee's employment shall not be placed in the employee's personnel file.

Section 2. Employees shall have the right to review their personnel file. An employee may be accompanied by a designated Union Committeeperson. When authorized by the employee, the Committeeperson may also review the employee's personnel file. File review shall take place during normal working hours at the location of the personnel file.

Section 3. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee.

Section 4. An employee may request the Court to correct or remove information in his personnel file which is incorrect. Such request shall be in writing and shall specify the record or part of such record which the employee believes to be incorrect and how the employee proposes it be corrected. The employee must provide proof that the information is incorrect. The Court shall either correct or remove such disputed information, or deny the employee's request in writing. If the employee's request is denied, the employee may append an appropriate letter of explanation to the disputed record.

Section 5. Records of disciplinary action shall be removed from an employee's file if the action is grieved and such action is awarded as part of the resolution of the grievance.

ARTICLE XXVII
GENERAL

Section 1. Credit Union Deductions. The Court will honor Credit Union deductions made to Monroe Court and Municipalities Employees Credit Union upon signed authorization of the employee.

Section 2. Change of Address and Telephone. It shall be the responsibility of employees to notify the Court, in writing on forms provided by the Court or its designee, within five (5) days of any change of address or telephone number. The Court has no responsibility to determine the correctness of an employee's address or telephone number. The Court shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 3. Bulletin Board. The Court shall furnish a bulletin board for the exclusive use of the Union for the posting of notices, providing such notices are initialed by the Chief Steward of the Committee, and will be restricted to the following types only: (a) notices of Union recreation and social affairs; (b) notices of Union elections; (c) notices of results of Union elections; (d) notices of Union meetings; and (e) notices of official Union business.

Section 4. Mileage Allowance. In the event an employee is required to use his own automobile in connection with the performance of duties on behalf of the Court, such employee shall be reimbursed for such use at a rate of \$0.25 per mile. Each employee shall be required to keep accurate records of the number of miles such car is used, which records shall include the date of use, the place or places visited, the persons contacted at each such place and the purpose of such trip. No employee will be entitled to mileage under this provision unless the employee has been authorized to use the employee's personal car for Court business by the Court. Such authorization shall be in writing and shall indicate the period of time for which the authorization remains in effect.

Section 5. Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the Court Administrator or his designee. Arrangements for time off must be made with the Court Administrator or his designee in advance and in accordance with the provisions under which time off is to be taken. If an employee is unable to report for work at his scheduled starting time, the employee must notify the Court Administrator or his designee not later than fifteen (15) minutes after his scheduled starting time, unless it is physically impossible to do so in which event the employee shall contact the

Administrator as soon as he is physically able to do so. Failure to give timely notice as above provided may result in disciplinary action, at the discretion of the Court Administrator.

Section 6. Rules of Conduct. The Court has the right to make and establish reasonable rules of conduct for employees, and to fix and determine the proper penalties for violation thereof. The Court will advise and confer with the Union prior to the establishment of any new rule or changes to any rule, and such change shall be by written notification and posting on the bulletin board. Such changes or new rules will become effective five (5) work days after written notification to the Union and posting.

Section 7. Transportation of Juveniles. The Court agrees that employees covered by this Agreement shall only be required to transport juveniles in insured County of Monroe vehicles as designated and directed by the Court.

Any issues with regard to the safety of the juveniles or the employee shall be immediately directed to the Court Administrator or his designee for resolution.

ARTICLE XXVIII SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Court, the Union, and the Court's employees which the Union 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 Court and the Union.

Section 2. The Court and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Court and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not

have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

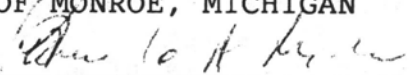
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a Court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby.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

ARTICLE XXIX
DURATION

This Agreement shall be effective April 23, 1996, and shall continue in full force and effect until midnight December 31, 1998, 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.

PROBATE COURT FOR THE COUNTY
OF MONROE, MICHIGAN

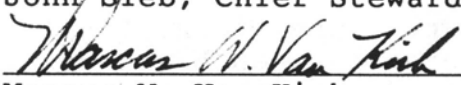


Pamela A. Moskwa, Chief Judge

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW), AND ITS
LOCAL NO. 157



John Sieb, Chief Steward



Marcus W. Van Kirk,
Committeeperson

MONROE COUNTY BOARD OF
COMMISSIONERS

Raymond G. Noble
Chairman

Paula Cioroch
Paula Cioroch, Servicing
Representative

Richard C. Reynolds
Richard Reynolds, President
Local 157

Bob King
Bob King, UAW Region 1A
Director

APPENDIX A

MONROE COUNTY PROBATE COURT
WAGE SCHEDULE

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
1995	\$14.22	\$14.96	\$15.68	\$16.41	\$17.16	\$17.85
1996	\$14.65	\$15.41	\$16.15	\$16.90	\$17.67	\$18.39
1997	\$15.09	\$15.87	\$16.63	\$17.41	\$18.20	\$18.94
1998	\$15.54	\$16.35	\$17.13	\$17.93	\$18.75	\$19.51

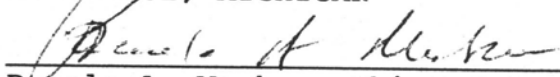
APPENDIX B

LETTER OF UNDERSTANDING

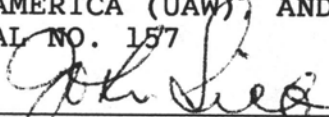
RE: ORTHODONTIC PLAN

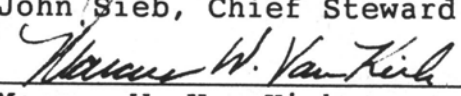
It is hereby agreed between the parties that if the Monroe County Board of Commissioners approves an orthodontic dental plan for another group of union employees that permits the addition of this group, the Court agrees the issue may be opened for negotiation upon request of the Union.

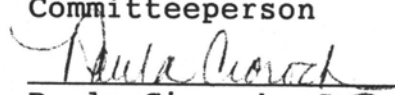
PROBATE COURT FOR THE COUNTY
OF MONROE, MICHIGAN

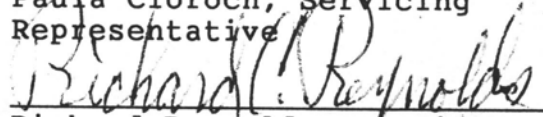

Pamela A. Moskwa, Chief Judge

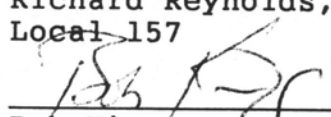
INTERNATIONAL UNION, UNITED
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Bob King, UAW Region 1A
Director

Date: April 23, 1996

