

3418

12/31/98

*(Impulse Society) 38th Judicial Circuit Court*

AGREEMENT BETWEEN THE

**38<sup>TH</sup> JUDICIAL CIRCUIT COURT**

AND THE

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

AND ITS

**LOCAL UNION N<sup>o</sup>. 157**



DECEMBER 19, 1995 THRU DECEMBER 31, 1998

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications, prescribe and assign job duties, and to adopt, revise and enforce working rules and regulations.

## ARTICLE VI REPRESENTATION

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

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

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

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

Section 5. For the purpose of handling grievances, the employees shall be represented by a Committeeperson and the Chief Steward. No more than two (2) members of the Committee, including the Chief Steward, will be in attendance at any meeting. In the event the full management staff is present at any step of the grievance procedure or disciplinary action the Union reserves the right to have the full Committee present, or in the event that the three (3) person Committee has been involved in the grievance(s) then the full Committee shall be

present. The Union will determine which members will attend. Committee members who attend meetings with the Employer shall receive straight-time pay during the time of attendance at such meetings, when held during working hours.

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

## ARTICLE VII GRIEVANCE PROCEDURE

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

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

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

### STEP 1.

The Union, any employee, or a group of employees having a similar grievance, shall discuss the matter with their supervisor within five (5) days of the date of the occurrence giving rise to the grievance. The employee shall have the right to have a Committeeperson or the Chief Steward present during the discussion. A Committeeperson and the Chief Steward, upon request of the employee, shall be called by the Supervisor without undue delay and not to exceed thirty (30) minutes after the employee's request. The Committeeperson and/or Chief Steward shall be permitted to discuss the grievance with the employee involved, and to investigate the



matter, if necessary, in order to establish the facts before taking the matter up with the Supervisor. The Supervisor and the employee and/or the Committeeperson and the Chief Steward, will attempt to resolve the grievance. The Supervisor shall inform the Chief Steward or Committeeperson in writing at the conclusion of the Step 1 meeting as to whether the grievance was satisfactorily resolved.

#### STEP 2.

If a satisfactory resolution of the grievance is not obtained at Step 1, the Chief Steward or Committeeperson involved shall reduce the grievance to writing and request a meeting with the Assistant Friend of the Court (or his designee) within five (5) working days of the conclusion of Step 1. Such meeting shall be held not later than five (5) working days after the filing of the written grievance with the Assistant Friend of the Court. At such time the Chief Steward, the Committeeperson involved, the Supervisor and the Assistant Friend of the Court, or designee, shall attempt to resolve the grievance. The Assistant Friend of the Court, or his designee, shall give the Chief Steward a written answer to the grievance within five (5) working days following the conclusion of the Step 2 meeting.

#### STEP 3.

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

#### STEP 4.

##### ARBITRATION.

(a) If the matter is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after the Chief Steward receives the Friend of the Court's Step 3 answer. Concurrent notification of such appeal shall be provided to the County's Personnel Supervisor. Notification to the Personnel Supervisor shall be subject to



the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provision(s) of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step 3 disposition of the grievance shall be final.

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

The fees and approved expenses of the arbitrator shall be shared by the Union and the Employer 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 Employer and the Union. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and the Chief Steward or Committeeperson, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant and the Chief Steward or Committeeperson shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

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

The retroactive effect of any claim filed under the grievance procedure shall be limited to the date of the presentation of the grievance at Step One of the Grievance

Procedure. No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at her base rate as set forth in Appendix A, less any unemployment or other compensation she may have received from a source of employment during the period in question.

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

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

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

#### ARTICLE VIII STRIKES AND LOCKOUTS

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

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

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 Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in 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 Employer within three (3) working days after such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

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

## ARTICLE IX SENIORITY

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

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

Section 3. Seniority List. The Employer shall keep a seniority list of all employees having seniority rights which shall be available for inspection by the Committee at



reasonable times and a copy shall be given to the Union once every six (6) months.

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

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

Section 5. Superseniority of Union Committeepersons.  
The Union's Committeepersons shall head the seniority list of

the Bargaining Unit covered by this agreement for the purposes of layoff only during the term of office for which they are elected. The aggregate total of the above-mentioned employees shall not exceed two (2), one of whom shall be the Chief Steward. The Union agrees to furnish the Employer a complete list of all Committeepersons on Union stationary in the order of sequence as to preferential seniority for purposes of layoff.

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

Section 6. Seniority of Employees Who Transfer Outside of the Bargaining Unit. Except as provided for in this Section, supervisors shall not have seniority. It is understood, however, that an employee within the bargaining unit may be promoted to a position outside the bargaining unit within the Court, including a supervisory position. Such employee, so promoted, shall not lose accumulated seniority and shall continue to retain the seniority the employee had, but shall not accumulate any seniority while out of the bargaining unit, except as provided below. If such employee is returned to the bargaining unit, the employee shall be placed in a job where the employee's seniority will allow. Discharge of said employee while the employee is outside the bargaining unit shall automatically cancel all seniority and since the employee is outside of the bargaining unit and is not covered by this Agreement, the employee's discharge shall not be subject to the grievance procedure. Employees who may be promoted in accordance with the provisions of this Section shall, for the first fifteen (15) working days, accumulate seniority in their classification. It is further understood that such employee may request return to the employee's former classification within a fifteen (15) working day period without loss of seniority in said classification and notwithstanding the provisions of any prior agreement.

ARTICLE X  
REDUCTION IN THE WORKFORCE

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

- (1) Contractual and temporary employees shall be laid off first, in any order, provided the remaining employees meet the stated qualifications for the remaining positions and are able to perform the available work.

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

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

Section 3. Any employee transferred under the Layoff or Recall Procedures provided above must be qualified and able to perform the work with minimal training. An employee may be disqualified from performing such work if the employee's



employment record with the Employer indicates that there is no reasonable expectancy that he would be qualified to perform the job, or if it is determined by the Employer during the Qualifying Period provided in Article XI that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein shall be transferred or laid off, in accordance with the provisions of this Article.

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

#### ARTICLE XI JOB VACANCIES AND JOB BIDDING

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

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

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

Section 2. Any employee transferred to a new job as a result of a bid on a posted job will have a trial period of not more than thirty (30) working days in which to qualify. At the end of such time, the employee must have achieved normal efficiency. Employees who have so qualified after the thirty (30) day trial period may not bid on any other job opening for a period of six (6) months from the date of qualification. If the Employer 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



Employer shall then select from the employees who originally bid, the next qualified by experience, training and ability for such vacancy. Any employee so disqualified may not bid again in the same classification from which he was disqualified for a period of one (1) year from the date of disqualification. This procedure shall continue until the job vacancy has been filled by a qualified employee, or until the list of bidders for such vacancy has been exhausted. In the event that a qualified employee is not available after such posting, the Employer may hire a new employee for such vacancy.

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

## ARTICLE XII TEMPORARY TRANSFERS

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

- (a) Temporary vacancies shall be first offered to the most senior qualified union employee. If the senior qualified employee does not wish to fill the temporary position, the Employer shall fill the position with the next most senior qualified employee.
- (b) An employee who is temporarily transferred by the Employer to a higher rated job classification shall receive the rate of pay for the job classification to which the employee is temporarily transferred if the period of transfer is more than five (5) continuous working days. In such event, the employee's base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, \$0.10 above the base rate he was last paid in his former position, retroactive to the first of said assignment. If the period of an employee's transfer is less than five (5) continuous working days, or if the employee is



temporarily transferred to a lower rated job classification, the transferred employee's base pay shall remain the same.

ARTICLE XIII  
WORK BY NON-BARGAINING UNIT EMPLOYEES

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

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

ARTICLE XIV  
NEW OR REVISED JOB CLASSIFICATIONS

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

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

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

applied retroactively to the date of the establishment of the temporary classification and rate, unless otherwise mutually agreed.

ARTICLE XV  
COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2. Lump-Sum Wage Payments for Full-Time Employees. All full-time employees in the bargaining unit who were on the Employer's active payroll from January 1, 1995, through December 19, 1995, shall receive a one-time lump-sum payment (not to be added to base pay) of \$1,000.00.

All full-time employees in the bargaining unit who were hired by the Employer after January 1, 1995, and were on the Employer's payroll on December 19, 1995, shall receive a pro-rated percentage of the \$1,000.00 lump-sum payment (not to be added to base pay), which shall be determined by dividing the number of week days worked between January 1, 1995, and December 19, 1995, by 254. The percentage thereby derived multiplied by \$1,000.00 shall determine the full-time employee's payment for 1995.

Employees hired after December 19, 1995, shall not be entitled to a lump-sum payment.

All employees who were on the Employer's payroll from January 1, 1995, through December 19, 1995, but who were inactive for some period between said dates, shall also receive a pro-rated percentage of the \$1,000.00 lump-sum wage payment (not to be added to base pay), which shall be determined by dividing the number of week days the employee actually worked, or was on paid vacation, personal or one of the six (6) allocated sick days or banked sick days between January 1, 1995 and December 19, 1995, by 254. The percentage thereby derived multiplied by \$1,000.00 shall determine the employee's payment for 1995.

Section 3. Base Wages. All employees shall be compensated at the rate specified for their pay grade and classification as provided for in Appendix A of this Agreement. New hires shall commence at the minimum rate specified for their respective job classifications and pay

grade. Upon completion of six (6) months service in that salary grade, the employee shall advance to the six (6) month step. Upon the completion of an additional six (6) months service (i.e., a total of twelve (12) months service in that salary grade), the employee shall advance to the twelve (12) month step. Employees shall thereafter advance to each successive step of the salary schedule after twelve (12) months service at each such step until they reach the maximum step of their pay grade.

Section 4. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees who were on the Employer'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 Employer 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 Employer (or the County of Monroe) determined as of December 1 of each calendar year.
- (d) Employees shall not be entitled to any longevity pay if their employment with the Employer is terminated prior to December 1 of any calendar year for any reason other than retirement under the Monroe County Employees Retirement Ordinance. An employee who retires under said Ordinance shall be entitled to a pro-rated longevity payment during the year of retirement.
- (e) Longevity payments will be made on a separate check.

Section 5. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies.

- (a) If an employee is promoted to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, \$0.10 above the base rate he was last paid in his former position.
- (b) If an employee transfers to a classification in the same pay grade, his base pay shall remain the same.
- (c) If an employee transfers to a classification in a lower pay grade, he shall be placed at the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer and his base rate reduced accordingly.

ARTICLE XVI  
HOURS OF WORK

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

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

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

Section 3. Relief Periods. There will be two (2) fifteen (15) minute relief periods, one (1) in the a.m. and one (1) in the p.m. An additional relief period of fifteen (15)



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

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

ARTICLE XVII  
VACATION/PERSONAL DAYS

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

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

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

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

From:	to:	Earned Monthly Vac. Time
19 *qual.cal.mo.	- 60 *qual.cal.mo.	6.5 hrs. per cal. mo.
61 *qual.cal.mo.	- 84 *qual.cal.mo.	8.0 hrs. per cal. mo.
85 *qual.cal.mo.	- 144 *qual.cal.mo.	9.5 hrs. per cal. mo.
145 *qual.cal.mo.	- 180 *qual.cal.mo.	11.0 hrs. per cal. mo.
181 *qual.cal.mo.	- 240 *qual.cal.mo.	12.5 hrs. per cal. mo.
241 *qual.cal.mo.	- over	16.0 hrs. per cal. mo.

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

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

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

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

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

Section 6. Paid Personal Days. Effective 1/1/96, regular full-time employees shall be provided four (4) personal days off with pay each year after one (1) year of employment from anniversary date. Personal days cannot be carried over year to year and shall be forfeited if not used.

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

#### ARTICLE XVIII HOLIDAYS

Section 1. Regular full-time employees will be paid seven and one-half (7-1/2) 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 (1/2 day)
- \* Memorial Day
- \* Independence Day
- \* Labor Day
- \* Veteran's Day
- \* Thanksgiving Day
- \* Friday after Thanksgiving
- \* Christmas Eve Day
- \* Christmas Day
- \* New Year's Eve Day

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

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

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

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

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

ARTICLE XIX  
INSURANCE

Section 1. Health Care Benefits.

a. Effective 01/01/96, the Employer 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), 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 at the Personnel Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XXI, Leaves of Absence, Section 1, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Personnel Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's 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 Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

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

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

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

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

c. An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

d. An employee who has withdrawn from the plan may apply to be reinstated into the plan, provided 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 Employer. The Employer will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

## Section 3. Dental Care Benefits.

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

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b. To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

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

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

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

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

#### Section 4. Vision Care Benefits.

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

b. To qualify for vision care benefits as above described, such employee must individually enroll and make

proper application for such benefits at the Personnel Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Personnel Office.

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

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

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

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

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

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

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
less than \$20,000	\$20,000
\$20,001 to \$25,000	\$25,000
\$25,001 to \$30,000	\$30,000



\$30,001 to \$35,000	\$35,000
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000	\$50,000

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

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

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

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

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

Section 6. Disability Benefits.

a. The Employer agrees to continue to provide each regular, full-time seniority employee the following disability

benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

b. For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to his occupation, provided that the employee shall be deemed not to be disabled if he engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which 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 Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits or two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

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

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

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

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

e. The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

f. Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's Personnel Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

g. No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and his examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

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

i. Successive periods of disability separated by less than two weeks of full-time employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

from: j. No payment will be made for benefits resulting

- 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 Employer.

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

m. To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Personnel Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Personnel Office. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as 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 Employer. The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

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

ARTICLE XX  
RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan. The Employer agrees to maintain the Monroe County Employee's Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

Section 2. Retirement Annuity Withdrawal. Effective January 1, 1995, the Employer agrees that prior to the date of the employee's first pension payment, the employee may elect to withdraw their retirement contributions. The amount of pension paid to an individual making such election under the provisions of this Article shall be reduced in accordance with the provisions of Section 8.3 of the Monroe County Retirement Ordinance.

Section 3. Retiree Health Care Plan. Effective January 1, 1996, the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 4. Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer 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

quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Section 5. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

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

#### ARTICLE XXI LEAVES OF ABSENCE

Section 1. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

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

- a. for the birth of a son or daughter of the employee and to care for such child.
- b. for the placement of a child with the employee for adoption or foster care.
- c. to care for a spouse, child, or parent of the employee if the former has a serious health condition, or
- d. because of a serious health condition of the employee which renders him unable to perform the functions of her position.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in

this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

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

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

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



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following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

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

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

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

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

A leave taken under Section (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under Section (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

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

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

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

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

As of January 1, 1987, and each subsequent year, each full-time employee shall be credited with six (6) sick days. At the end of each year, 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 be forfeited.

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

Sick pay benefits are subject to the following conditions:

(a) Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability which makes it impossible for the employee to perform regular duties.

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

(c) Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Department Head not later than one (1) hour after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be the cause for denial of sick pay benefits.

(d) The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate shall not apply to absences of less than six (6) days.

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

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

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

For the purpose of computing sick time taken which would be less than one (1) day (seven and one-half (7-1/2) hours, the actual sick time taken will be rounded to the next nearest tenth of an hour.

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



sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave.

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

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

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

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

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

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

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

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

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

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

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

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

(a) The employee shall submit an application for such leave to the Employer listing the course or courses to be taken, together with a brief description of such courses and a statement as to the value of such course or courses in connection with the employee's continued employment with the Employer. The application shall contain a statement from the Friend of the Court as to the value of such course or courses in connection with the employee's job duties and the Friend of the Court's recommendation as to whether or not the leave should be approved.

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

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

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

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

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

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

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

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

Section 9. Union Leave.

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

(b) Notwithstanding the provisions in Section 1 of this Article, the Employer will also grant an unpaid Union leave of absence of up to two (2) employees at any given point in time for a period not to exceed thirty (30) working days per calendar year.

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

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

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

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

ARTICLE XXII  
PERSONNEL FILES

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

Section 2. Access to individual personnel files shall be restricted to authorized management personnel, the employee, and a designated Union Committeeperson when authorized and



accompanied by the employee. Employees shall have the right upon request to review their personnel file at reasonable intervals. An employee may be accompanied by a designated Union Committeeperson if so desired. File review shall take place at the location of the personnel file and during normal working hours.

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

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

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

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

#### ARTICLE XXIII WORK RULES AND REGULATIONS

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

In determining the number of previous infractions of minor rules and regulations, the Employer will consider only those infractions which occurred within the twelve (12) month period immediately preceding the current violation. If a

grievance is filed and upheld, all information will be removed from the personnel file pertaining to the grievance.

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

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

#### ARTICLE XXIV HEALTH AND SAFETY

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

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

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

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

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

Section 3. Video Display Terminals. The Employer agrees that, within budgetary and operational limitations,

proven ergonomic principles will be a factor in the selection of new office equipment for use with video display terminals. The Employer agrees to provide glare reducing screens for video display terminals upon the Union's request.

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

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

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

Section 6. Physical Examinations. As a condition of employment, all future employees shall submit, at the Employer's request, to a physical examination by a doctor designated and paid for by the Employer. Employees shall also submit an employment data form as provided by the Employer if such employment data is not presently on file. Refusal to submit to said physical examination, or the making of a false statement or material fact upon such employment data form, shall constitute cause for discharge.

If the Employer 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 Employer may require the employee to be examined again at any time for such possible illness or injury, by a doctor designated and paid for by the Employer.

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

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

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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 Employer to make additional medical visits during the employee's scheduled work hours to secure medical attention by a doctor designated by the Employer, the employee will be compensated for the necessary time lost during the regular schedule of work on that day.

**ARTICLE XXV**  
**MISCELLANEOUS**

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

**Section 2. Job Descriptions.** On or about May 1, 1996, the Employer agrees to provide the Union with updated job descriptions for all classifications covered by this Agreement.

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

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

**Section 5. Employee Information.** It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Personnel Department, within five (5) days of any change of address or change of telephone number. A

copy of this form will be given to the Union. The Employer has no responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

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

Section 7. Mileage Allowance. When required to use their private vehicles in the performance of their assigned duties, employees shall be paid for actual trip mileage at the rate of \$0.25 per mile, subject to such terms, conditions and limitations as may be established from time to time by the Employer. Each employee shall be required to keep accurate records of the number of miles such car is used, which records shall include the date of use, the place or places visited, the person contacted at each such place and the purpose of such trip. No employee will be entitled to mileage under this provision unless the employee has been authorized by the Employer to use his personal car for Employer business. Such authorization shall be in writing and shall indicate the period of time for which the authorization remains in effect.

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

Section 9. UAW V-CAP.

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

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

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

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

Section 10. Residency. All employees shall be residents of the jurisdiction of the Monroe County Circuit 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 Circuit Court within ninety (90) calendar days following their date of hire. Extensions to this time limit may be granted by the Employer for extenuating circumstances.

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

#### ARTICLE XXVI SCOPE OF AGREEMENT

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

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

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

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

#### ARTICLE XXVII DURATION

This Agreement shall be effective December 19, 1995, 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.

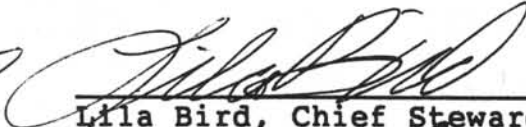


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the date first above written.

38th JUDICIAL CIRCUIT COURT

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

  
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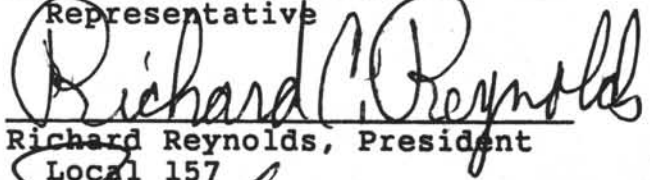
  
Lila Bird, Chief Steward

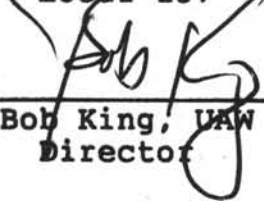
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Raymond Copi, Committeeperson

  
Paula Ochs, Committeeperson

  
Paula Cioroch, Servicing  
Representative

  
Richard Reynolds, President  
Local 157

  
Bob King, UAW Region 1A  
Director

6250  
JPG 05/09/96

APPENDIX A

1995  
SALARY SCHEDULE  
TECHNICAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
6	\$ 8.35	\$ 8.74	\$ 9.09	\$ 9.47	\$ 9.82
7	\$ 9.12	\$ 9.50	\$ 9.90	\$10.32	\$10.68
8	\$ 9.77	\$10.26	\$10.73	\$11.25	\$11.74
10	\$10.73	\$11.27	\$11.85	\$12.41	\$12.94

1996  
SALARY SCHEDULE  
TECHNICAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
6	\$ 8.60	\$ 9.00	\$ 9.36	\$ 9.75	\$10.11
7	\$ 9.39	\$ 9.79	\$10.20	\$10.63	\$11.00
8	\$10.06	\$10.57	\$11.05	\$11.59	\$12.09
10	\$11.05	\$11.61	\$12.21	\$12.78	\$13.33

1997  
SALARY SCHEDULE  
TECHNICAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
6	\$ 8.86	\$ 9.27	\$ 9.64	\$10.04	\$10.41
7	\$ 9.67	\$10.08	\$10.51	\$10.95	\$11.33
8	\$10.36	\$10.89	\$11.38	\$11.94	\$12.45
10	\$11.38	\$11.96	\$12.58	\$13.16	\$13.73

1998  
SALARY SCHEDULE  
TECHNICAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
6	\$ 9.13	\$ 9.55	\$ 9.93	\$10.34	\$10.72
7	\$ 9.96	\$10.38	\$10.83	\$11.28	\$11.67
8	\$10.67	\$11.22	\$11.72	\$12.30	\$12.82
10	\$11.72	\$12.32	\$12.96	\$13.55	\$14.14

1995  
SALARY SCHEDULE  
PROFESSIONAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
4	\$11.63	\$11.98	\$12.38	\$12.76	\$13.15	\$13.53
7	\$13.43	\$14.08	\$14.77	\$15.42	\$16.12	\$16.77
9	\$15.90	\$16.78	\$17.61	\$18.49	\$19.34	\$20.19

1996  
SALARY SCHEDULE  
PROFESSIONAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
4	\$11.98	\$12.34	\$12.75	\$13.14	\$13.54	\$13.94
7	\$13.83	\$14.50	\$15.21	\$15.88	\$16.60	\$17.27
9	\$16.38	\$17.28	\$18.14	\$19.04	\$19.92	\$20.80



1997  
SALARY SCHEDULE  
PROFESSIONAL

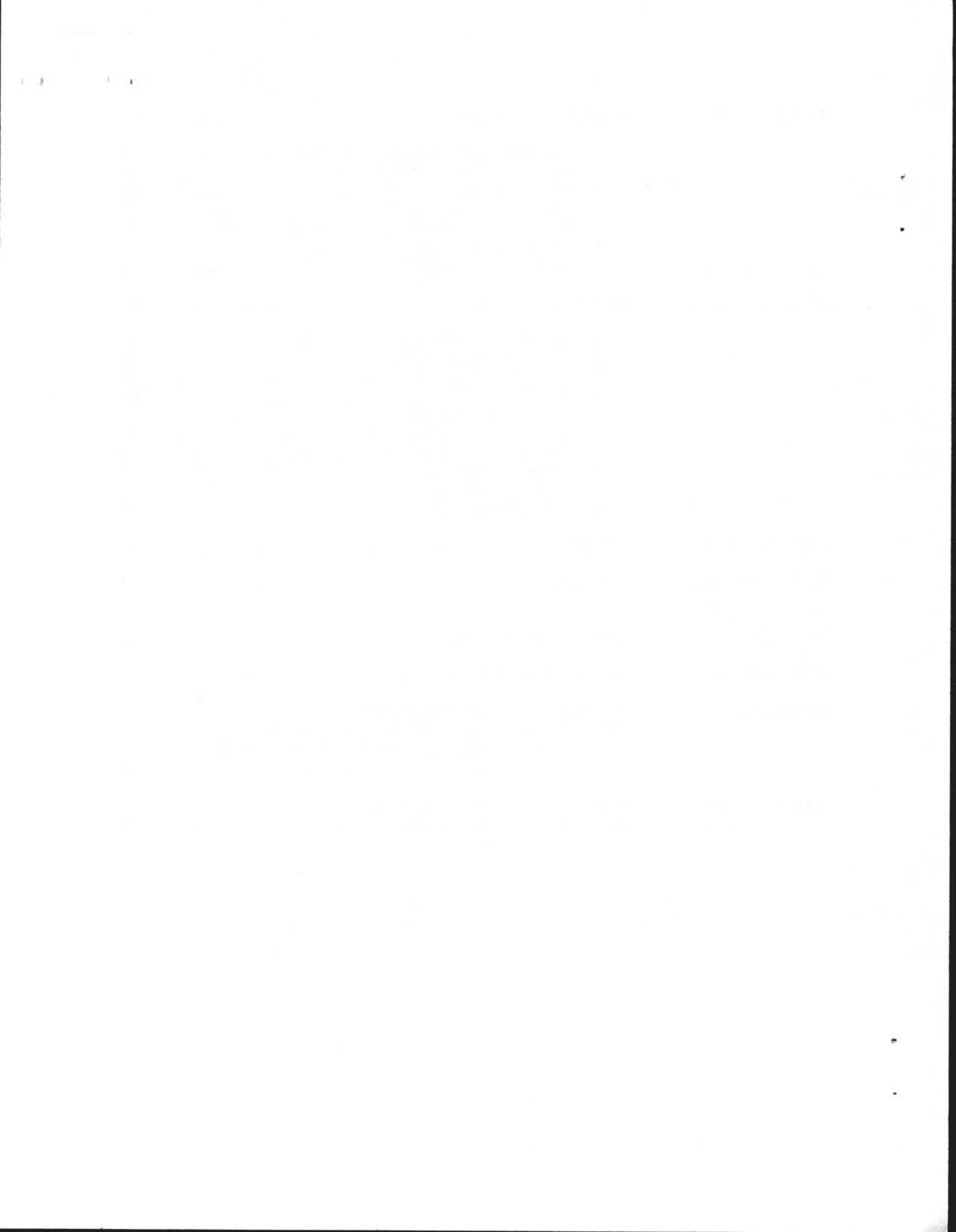
<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
4	\$12.34	\$12.71	\$13.13	\$13.53	\$13.95	\$14.36
7	\$14.24	\$14.94	\$15.67	\$16.36	\$17.10	\$17.79
9	\$16.87	\$17.80	\$18.68	\$19.61	\$20.52	\$21.42

1998  
SALARY SCHEDULE  
PROFESSIONAL

<u>Grade</u>	<u>0 Months</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
4	\$12.71	\$13.09	\$13.52	\$13.94	\$14.37	\$14.79
7	\$14.67	\$15.39	\$16.14	\$16.85	\$17.61	\$18.32
9	\$17.38	\$18.33	\$19.24	\$20.20	\$21.14	\$22.06

APPENDIX B  
EMPLOYMENT RULES

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



10. Insubordination	Day Layoff	Week Layoff	Discharge
11. Threatening, intimidating, coercing, or inter- fering with fellow employees or public	Week Layoff		Discharge
12. Conducting private and/or personal business on Court time	Week Layoff		Discharge
13. Provoking or instigating a fight or fighting during working hours or on Court property		Week Layoff or Discharge	
14. Theft of any Court or employee's property		Discharge	
15. Removal of any Court equipment without written authorization		Discharge	
16. Immoral conduct or indecency		Discharge	
17. Felony offense		Discharge	
18. Slapping, striking, hitting or using unnecessary force upon citizen, fellow employee and/or client		Discharge	

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

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

APPENDIX C  
LETTER OF UNDERSTANDING

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

The Union and the Employer agree that up to a maximum of one (1) employee who is elected or appointed to a Union position shall be granted time to perform said duties. In consideration of such exemption, the Union agrees that said employee shall flex his work schedule within the applicable work week to minimize the disruption to Employer operations during non-scheduled hours between 7:00 AM to 7:00 PM, Monday through Friday, or such other non-regular working hours approved by the Employer. The Union shall notify the Employer in advance of said flexed hours. This Letter of Understanding shall not preclude the elected or appointed member from exercising the Union Leave specified in Article XXI.

Signed this 7 day of October, 1996.

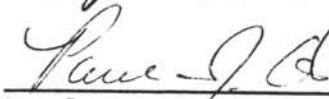
FOR THE EMPLOYER

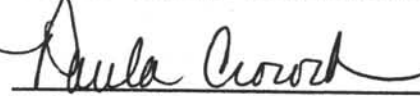
  
Daniel L. Sullivan  
Chief Circuit Court Judge

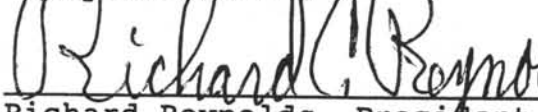
FOR THE UNION

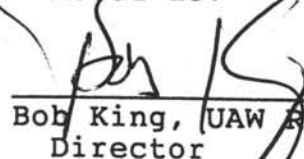
  
Lila Bird, Chief Steward

  
Raymond Copi, Committeeperson

  
Paula Ochs, Committeeperson

  
Paula Cioroch, Servicing  
Representative

  
Richard Reynolds, President  
Local 157

  
Bob King, UAW Region 1A  
Director



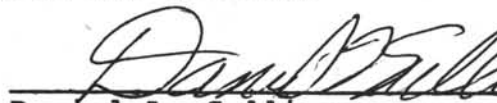
APPENDIX D  
LETTER OF UNDERSTANDING

RE: POSITION VACANCIES

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

Signed this 7 day of October, 1996.

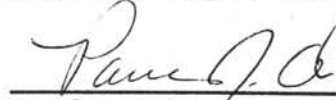
FOR THE EMPLOYER

  
Daniel L. Sullivan  
Chief Circuit Court Judge

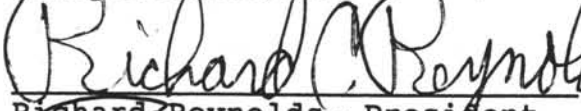
FOR THE UNION

  
Lila Bird, Chief Steward

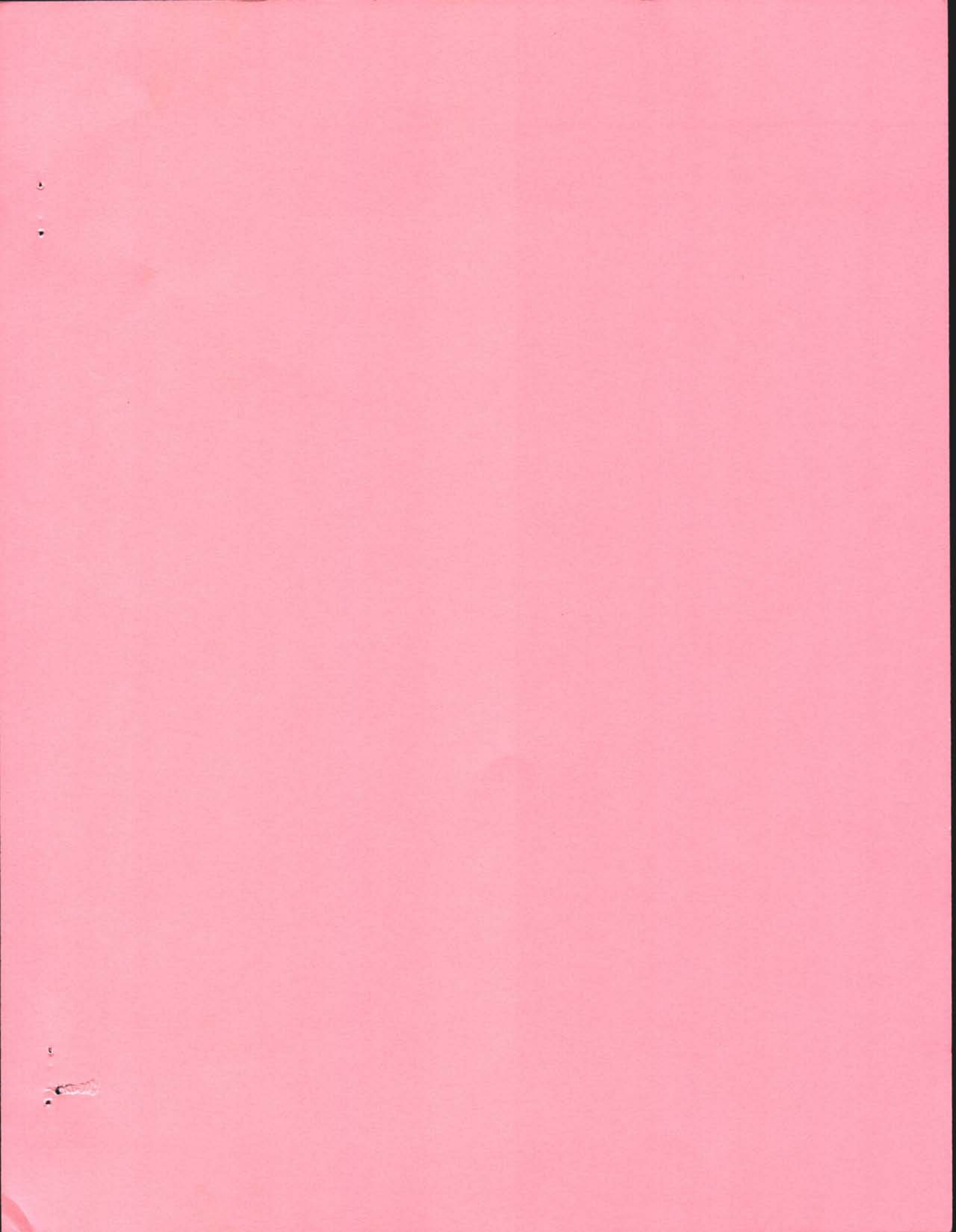
  
Raymond Copi, Committeeperson

  
Paula Ochs, Committeeperson

  
Paula Cioroch, Servicing  
Representative

  
Richard Reynolds, President  
Local 157

  
Bob King, UAW Region 1A  
Director





## AGREEMENT

This Agreement, entered into this 19th day of December, 1995, between the 38th Judicial Circuit Court, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W.) and its LOCAL UNION NO. 157, hereinafter collectively referred to as the "Union".

### ARTICLE I PURPOSE AND INTENT

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

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

### ARTICLE II RECOGNITION

Section 1. Unit Description. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment, of all full-time and regular part-time employees of the Friend of the Court, including Paralegals, Investigators, Unit Secretaries II, Support Specialists, Data Entry Clerks, Clerk/Typists II, Clerk/Cashiers, Clerk/Receptionists, Auditors, Financial/Data Control Supervisor, and Maintenance Operators; but excluding the Friend of the Court, Assistant Friend of the Court, Circuit Court Referee, Domestic Relations Mediator, Special Prosecutor, Attorney for Friend of the Court, one Confidential Secretary, and all other employees.



Check-off at any time by serving written notice thereof to the Employer. The Employer shall provide the Union's Chief Steward with a copy of the above list at the time it provides said list to the Union's Chief Financial Officer.

(f) Once any funds are remitted to the Union by the Employer, 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 Employer 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 Employer, provided the following stipulations are adhered to:

(1) The Union shall notify the employee by certified or registered mail explaining that he or she is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer 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 Employer 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 Employer 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 Employer shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he or she shall be terminated.

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

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

#### ARTICLE V MANAGEMENT RIGHTS

Section 1. The Union recognizes that the management of the operations of the Employer, and its respective departments or divisions, is solely a responsibility of the Employer, 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 Employer, 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 Employer and its department heads, reserve the right to manage the Court's affairs efficiently and economically including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, and the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, material or methods of operation, and the quantity and quality of service, the right to hire, to suspend, or to discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force,