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Agreement Between  
 The  
**County of Monroe**  
 The  
**Monroe County District Court**  
 And The  
**American Federation of  
 State, County & Municipal  
 Employees Council 25**  
 ~Local Union No. 2529~

*Monroe County (Monroe County District Court)*

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Effective January 1, 1999 through December 31, 2002

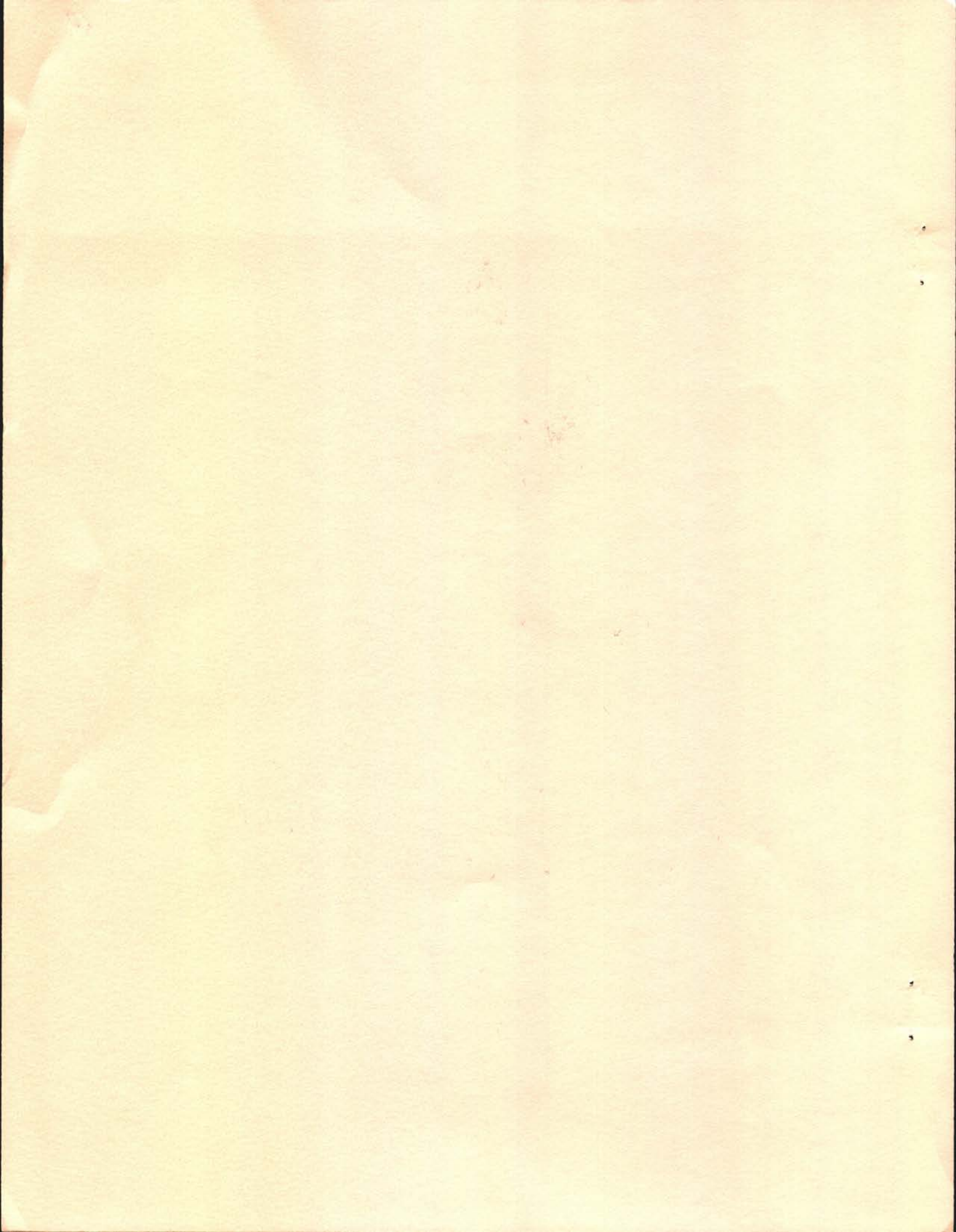


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## AGREEMENT

This Agreement entered into the 9th day of February, 1999 by and between the County of Monroe and the Monroe County District Court (hereinafter collectively referred to as the "Court") and the American Federation of State, County, and Municipal Employees Council 25 and its Local Union No. 2529 (hereinafter collectively referred to as the "Union").

### ARTICLE I PURPOSE AND INTENT

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

To these ends, the Court 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. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Court does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time Senior Probation Officers, Probation Officers and Pre-Trial Assistants of the Monroe County District Court; but excluding, all Judges, Court Administrators, Assistant Court Administrators, employees covered under separate collective bargaining agreements, temporary, part-time, casual, student employees, and all other employees of the District Court.

Section 2. Aid to Other Labor Unions. The Court agrees that it will not aid, promote, or finance any labor union which purports to organize the employees represented by the Union or make any agreement with any such union for the express purpose of undermining the Union. (For the purpose of this provision, the term "labor union" is defined as any group or association which joins together for the purpose of representing the employees covered under this Agreement.)

#### Section 3. Definitions.

(a) Full-time Employee: A full-time employee shall be defined as an employee who works a normal work week of at least thirty-seven and one-half (37 1/2) hours.

(b) Part-Time Employee: A part-time employee shall be defined as an employee who works a normal work week of less than thirty-three (33) hours per week. A part-time employee is not subject to the terms of this Agreement.

(c) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Court for a period of limited duration. Temporary employees shall not be permitted to work beyond ninety (90) calendar days in any six (6) month period unless that temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave. A temporary employee is not subject to the terms of this Agreement.

(d) References to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE III NON-DISCRIMINATION

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

The Court agrees not to interfere with the rights of employees becoming members of the Union, and that there shall be no unlawful discrimination, interference, restraint, or coercion by the Court or any Court representative against any employee because of Union or political membership or because of any activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

### ARTICLE IV UNION SECURITY

Section 1. Union Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount not to exceed the dues uniformly required for membership or as otherwise provided by applicable state, or federal law, on or before forty-five (45) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment.

## Section 2. Check Off.

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

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

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

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

(e) 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 applicable state or federal law, refunds to the employee will be made by the Union.

(f) All sums deducted by the Court shall be remitted to the Financial Officer of Council 25 once each month within fifteen (15) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from each pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Court.

(g) The Court shall not be liable to the Union by reason of the requirement of this Agreement 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) An employee in the Bargaining Unit who fails to tender to the Union either Union dues, or in the alternative, service fees as above provided, shall be terminated by the Court, provided the following stipulations are adhered to:

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

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

The Union certifies that (Name) has failed to tender either Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Court terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee.

(b) Upon receipt of such notice the Court shall communicate the Union's request for termination to the employee and advise such employee that he 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 Court (unless otherwise extended by the Union and the Court), or he shall be terminated.

Section 4. Save Harmless. The Union shall hold harmless and indemnify the Court from any and all claims, demands, suits and any and all other forms of liability that shall arise out of or by reason of an action taken or not taken by the Court for the purpose of complying with 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 III.

## ARTICLE V MANAGEMENT RIGHTS

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

Section 2. In addition to all such rights conferred by law, the Court and its department heads, reserve the right to manage their affairs efficiently and economically including, but not limited to, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision



necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, material or methods of operations, 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 lay off employees for lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise, and enforce working rules and regulations, to provide proper notice of any work rule adoptions or revisions for all employees, subject to express provisions of this Agreement as herein set forth.

## ARTICLE VI REPRESENTATION

Section 1. Bargaining Committee. Employees shall be represented by a bargaining committee of not more than two (2) members. Members of the bargaining committee shall all be seniority employees within the bargaining unit and shall be selected in any manner determined by the Union. The bargaining committee shall represent employees for the purpose of negotiating the collective bargaining agreement and any amendments, modifications, renewals or replacements of the collective bargaining agreement.

Section 2. Stewards. The Union may also elect or appoint not more than one (1) steward and one (1) alternate for the purpose of representing employees under the grievance procedure provided in this Agreement.

Section 3. Steward Authority. The authority of all stewards and alternates shall be limited to and shall not exceed the investigation and presentation of grievances or participation in other meetings with the Court as provided in this Agreement.

Section 4. Release Time for Grievance Investigations.  
The Steward and Alternate may investigate and present legitimate grievances in accordance with the grievance procedure set forth in this Agreement; provided, however, that no such person shall leave his assigned work until he has notified his supervisor that his presence is required in connection with the handling of a grievance and has received the supervisor's approval to leave his work for that purpose. Grievance representatives shall be permitted a reasonable period of time to investigate, present and process such grievances during working hours, without loss of time or pay. Permission to leave work for purposes of investigating a grievance shall not be unreasonably withheld. Grievance representatives shall report the time of leaving and returning to work in connection with this Section to their supervisors. The rights granted under this Section shall not be abused. Any alleged abuse shall be the subject of a special disciplinary conference on the part of the Court and may result in withdrawal of grievance investigation privileges.

Section 5. Release Time For Participation in Other Meetings. In addition to the investigation and presentation of grievances, grievance representatives may also, without loss of

time or pay, prepare for and participate in other meetings which are mutually agreed to by both the Union and Court. Any meetings with employees must be arranged in advance with the Court Administrator or designee. Any release time other than for the investigation and presentation of grievances will be conditioned upon the advance notice to the Court Administrator or designee.

## ARTICLE VII GRIEVANCE PROCEDURE

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

Section 2. Limitations on the Grievance Procedure. The entire grievance procedure shall be subject to the following limitations:

(a) No action on any matter shall be considered the subject of a grievance unless it is reduced to writing, signed by the grievant and submitted to the Court Administrator or designee within fifteen (15) work days of its occurrence. Any grievance not submitted within such time limit shall be automatically forfeited.

(b) In the event a grievance is not appealed or processed from a decision in any of the Steps in the Grievance Procedure to the next step in the Grievance Procedure within the time limits set forth in said step, it shall be considered settled on the basis of the last written decision on the grievance. If the grievance is not answered by the Court within the time limits, the grievance shall be automatically forwarded to the next step of the grievance procedure.

(c) Work days for the purpose of the time limits identified above shall mean Monday through Friday, excluding holidays.

(d) Any employee reinstated after a discharge or disciplinary layoff shall be returned to the same job classification he held at the time of the discharge or disciplinary layoff and paid the same rate of pay unless it is otherwise mutually agreed upon by the Court and the Union.

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

(f) The time limits at any level of the Grievance Procedure may be extended by mutual written agreement of the parties.

Section 3. Grievance Procedure. All grievances shall be settled in accordance with grievance procedure set forth below.

### Step 1

Any employee having a grievance shall first discuss the matter with the Court Administrator (or her designee) and the Union Steward in an effort to resolve the grievance. In the event the grievance is not resolved through this discussion, it shall be reduced to writing, signed by the grievant and submitted to the Court Administrator (or her designee) within fifteen (15) work days of its occurrence.

### Step 2

Within five (5) work days of receipt of the written grievance, the Court Administrator (or her designee) shall meet with the Union's President (or her designee), the Steward, and the grievant to discuss the written grievance. The Court Administrator (or her designee) shall give the Union's President (or her designee) her written decision on the grievance within five (5) work days following the conclusion of the Step 2 meeting.

### Step 3

In the event the grievance is not settled at Step 2, the Union's President (or her designee) may, within five (5) work days of receipt of the answer at Step 2, request a meeting with the Court Administrator, the County's Human Resources Supervisor, and the Union's International Representative. The Court Administrator shall convene the meeting within twenty (20) work days of the Union President's (or her designee's) request and shall answer the grievance in writing within ten (10) work days of the conclusion of said meeting.

### Step 4

In the event the grievance is not settled at Step 3, either party may submit the matter to binding arbitration, by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) work days after the receipt of the Step 3 answer. The Union shall provide a copy of its Demand for Arbitration to the Court Administrator and the Human Resources Supervisor at the time of filing with the Association. If the grievance is not submitted to arbitration within such twenty (20) work day period, it will be considered closed on the basis of the Court's Step 3 answer.

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 Demand for Arbitration is filed with the Association. The arbitrator's fees and expenses shall be shared equally by the parties. Each party shall be responsible for its own expenses, if any, in connection with the arbitration proceedings.

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

When rendered in accordance with his jurisdiction and authority, the arbitrator's decision shall be final and binding upon the Court, the Union and any employee or employees involved and cannot be changed by any individual.

ARTICLE VIII  
STRIKES, PICKETS AND LOCKOUTS

Section 1. No Strike. In no event will the Union cause, or authorize or permit its members, or any of them, to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, stoppage, interruption of or impeding of work or curtailment of or interference with any operation of the Court in any building, office, grounds, or facility of the Court during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the Court for the continuance or renewal of this Agreement. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Court, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 2. Picket Line. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action for an employee to refuse to enter on any property involved in a lawful primary labor dispute or to refuse to go through a lawful primary picket line, including the primary picket line of the Union and including a primary picket line at the Court's facilities. The protection provided by this Section shall not apply 1) if the picket line at the Court's facility is in violation of any provision of this Agreement; 2) in cases of emergency; or 3) when an employee is required to cross a picket line in order to perform duties imposed by law.

Section 3. No Lockout. The Court agrees that it will not lock out any employees in the bargaining unit during the term of this Agreement or during any period while negotiations are in progress between the Union and the Court for the continuance or renewal of the Agreement.

ARTICLE IX  
DISCIPLINE AND DISCHARGE

Section 1. No seniority employee shall be disciplined or discharged except for just cause.

Section 2. During any act of discipline or discharge, a Union representative must be present at the initiation of the action and, if requested by the employee against whom the action is being contemplated or taken, may remain present throughout the action. The Court will provide copies of any written disciplinary actions to the Union and the employee(s) simultaneously. A copy of the disciplinary action shall also be placed in the employee's personnel folder.

Section 3. The principle of progressive discipline is recognized, except in cases of serious offenses justifying immediate suspension or termination. In those instances where

progressive discipline is warranted, the Court will first warn an employee orally. If the infraction is repeated, the Court will next give the employee a written warning. If the infraction is again repeated, the Court shall suspend the employee for a period of from one to two weeks. Any further infractions may result in more severe disciplinary action up to and including termination of employment.

Section 4. In imposing discipline, the Court will consider only those prior 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 employee's personnel file pertaining to the grievance.

Section 5. No material derogatory to an employee's conduct, service, character or personality shall be placed in an employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge his reading of this material by affixing his signature and date on the actual copy to be filed. The employee shall also have the right to have his written response to any disputed material placed in his personnel file.

Section 6. In cases of suspension or discharge the employee shall have the right to discuss the Court's action with a Union representative before being required to leave the premises of the Court.

Section 7. Employees shall file a written grievance at Step 3 of the Grievance Procedure within five (5) work days of receiving any disciplinary or discharge action they consider to be improper.

## ARTICLE X SENIORITY

Section 1. Acquiring Seniority. An employee subject to this Agreement who has completed his probationary period of ninety (90) calendar days as of the effective date of this Agreement, shall have his name entered upon the seniority list for his job classification as of his last date of hire. An employee subject to this Agreement who has not completed his probationary period as of the effective date of this Agreement shall be a probationary employee without seniority until such employee has been employed for a total of ninety (90) calendar days, at the end of which period such employee's name shall be entered upon the seniority list for his job classification in his department as of his last date of hire. Employees who have not completed their probationary period as of the effective date of this Agreement shall be given credit for actual days worked since the employee's last date of hire for the purpose of determining the employee's probationary period.

Section 2. A probationary employee may be laid off, terminated, transferred or reclassified without regard to any provisions of this Agreement and without recourse to the grievance procedure.

Section 3. In the event more than one employee within a job classification starts to work on the same day, their respective standing on the seniority list shall be determined by a random drawing of numbered chits from a suitable bin with each affected employee having a number corresponding to the numbered chits in the lottery bin. The employee whose number is drawn first shall be awarded higher standing on the seniority list.

Section 4. The Steward shall head the seniority list for purposes of recall and layoff only and shall be returned to his regular standing on the seniority list upon termination of office.

Section 5. Any employee who is transferred out of the Bargaining Unit but who continues as an employee of the Court, shall have his seniority frozen within his job classification but shall not accumulate seniority while he is out of the Bargaining Unit.

Section 6. Employees transferring into the unit who are not covered under Section 5 above shall not be entitled to prior service credit for seniority purposes, except with respect to vacations, longevity and retirement.

Section 7. Temporary, part-time and student employees, and employees who are hired as summer replacements, shall not acquire seniority rights as it pertains to the Agreement.

Section 8. The Court shall prepare a seniority list for all employees having seniority in a job classification in order of seniority.

Section 9. A copy of the seniority list shall be given to the Steward of the Union, and, unless the Steward objects in writing to such seniority list within ten (10) calendar days of the receipt of such list, it shall be deemed correct and the Court may rely upon the seniority list for all purposes.

Section 10. Termination of Seniority. An employee shall have his seniority rights and his employment terminated if:

- (a) He quits;
- (b) He retires or is retired under any retirement plan;
- (c) He is discharged for just cause;
- (d) He is absent for three (3) consecutive work days without notifying the Court Administrator or designee, unless he was physically unable to give such notice due to emergency circumstances;
- (e) He falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
- (f) He fails to report to work upon termination of any leave of absence without a bona fide excuse;

(g) He fails to report to work after being notified to report to work after a layoff unless he has a bona fide excuse;

(h) He is on a medical leave of absence for a period of more than one (1) year unless extended by the Court; however, if an employee who has lost his seniority pursuant to this provision is subsequently able to return to full-time employment, he may notify the Court Administrator and, for a period of one (1) year after being placed on such preferred hiring list, shall be given consideration by the Court for any vacancies covered by this Agreement which occur during that period and which are to be filled by hiring a new employee. The Court will inform all such persons on the preferred eligibility list of the vacant job classification, its rate of pay and provide such employees a general description of the job;

(i) He works for another Employer while on any leave of absence, unless such employment is mutually agreed to, in writing;

(j) He is laid off for a period of twelve (12) consecutive months, or the employee's length of seniority, whichever is greater, after which such laid off employee will be placed on a preferred eligibility list for reconsideration of employment for a period of one (1) year after termination of his seniority as a new employee for any vacancies covered by this Agreement which may occur during such one (1) year period. Persons on the preferred eligibility list shall be considered for employment before other potential new hires but the Court shall not be required to hire such persons unless they have the abilities and qualifications needed for such vacancies. If an employee is not hired by the Court within one (1) year period, his name shall be removed from the preferred eligibility list.

## ARTICLE XI LAYOFF AND RECALL

Section 1. General. The Court shall utilize the procedure set forth in Section 2 below in reducing the work force. Preceding the notification of employees of their displacement or layoff, the Court Administrator shall meet with the Union's Steward to discuss the positions to be eliminated, and to identify the individuals who are to be displaced and laid off as a result of such position eliminations.

Section 2. Procedure. When it is necessary to make a reduction in the work force, the following procedure shall be utilized:

(a) Temporary and part-time employees within the affected classification shall be laid off first, in any order.

(b) Probationary employees within the affected classification shall be laid off next, in any order.

(c) If additional layoffs are required, seniority employees shall be displaced in order of their seniority within their classification, least senior first. An employee who is

being displaced shall have the right to exercise his seniority to displace other less senior employees as follows:

Step 1

The employee shall first displace a less senior employee in his pay grade provided he has the training and ability to perform the duties of the position.

Step 2

If the employee has not been placed utilizing Step 1, the employee may displace a less senior employee in a higher pay grade provided he has previously performed the duties of the position to which he seeks to transfer and continues to possess any required certifications and licenses.

Step 3

If the employee has not been placed utilizing Step 2, the employee may displace a less senior employee in a lower pay grade provided he has the training and ability to perform the duties of the position.

Step 4

If the employee has not been placed utilizing Step 3, the employee shall be laid off. The Court shall provide not less than two (2) weeks notice or pay to the employees who are laid off pursuant to this provision. The Union's Steward shall be given a copy of said notices.

Section 3. Recall from Layoff. When vacancies occur within job classification(s) that are the same as those previously held by employee(s) on layoff, the employee(s) from those classifications shall be recalled in order of their seniority within the affected classification, commencing with the most senior such employee.

When vacancies occur within a classification in which no laid-off employee previously worked, Article XII, Position Vacancies, shall first be implemented. After implementation of Article XII, Position Vacancies, recall shall be offered to laid-off employees in order of their bargaining unit seniority, most senior first, provided they have the training and ability to perform the duties of the position vacancy.

Displaced and laid off employees shall have preferential bid for any future openings in the classification from which the employee was displaced or laid off.

Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. The Union's Steward shall be given a copy of said notice. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall, he shall be considered a quit. An extension may be granted by the Court in proper cases.

Section 4. Reduced Work Schedules in Lieu of Layoff. Upon mutual agreement, the parties may meet and attempt to negotiate reduced work schedules in lieu of layoffs. The result



of such negotiations shall be subject to ratification by the Union's membership and the Court prior to becoming effective. Should the parties not agree to a reduced work schedule during negotiations and/or the final result of such negotiation is rejected by either of the ratifying bodies as above provided, the Court shall implement the layoff procedure set forth above.

Section 5. Emergencies. In the event of an emergency beyond the control of the Court, arising from an Act of God, flood, fire, storm, civil disturbance, power failure, or other like events, the Court shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) work days without regard to seniority. Employees shall be obligated to report for such emergency duty, unless excused by the Court Administrator, and must perform the work assigned. If such conditions exceed five (5) work days, the work force shall be adjusted according to the layoff procedure as described in this Article, except as the Court and the Union may otherwise agree.

## ARTICLE XII POSITION VACANCIES

Section 1. Regular Position Vacancies. The Court will post a notice of position vacancy for five (5) work days on the bulletin board provided for the Union's use under this Agreement, setting forth the job classification, the position's rate of pay and a brief description of the position's required duties. The only exception to this provision shall be those position vacancies that are filled in accordance with the provisions of Article XI, Layoff and Recall.

All qualified employees shall be eligible to submit a bid, in writing, requesting a permanent transfer to the position vacancy. To be considered, the bid must have been filed within the time period specified in the posting. Bids shall be considered first from those who work in the department where the posted vacancy exists. If there are no qualified bidders in that department, bids shall then be considered from other employees covered by this Agreement.

In order to be awarded a transfer to a position vacancy, an employee must possess, at the time of the award, the minimum qualifications required by the Court. If two or more employees possess such minimum qualifications, the permanent transfer shall be awarded to the employee with the greater seniority. Notice of the successful bidder, if any, shall be posted within ten (10) work days after the bidding closes. In the event no qualified bidders are available, the Court may fill the posted vacancy by hiring a person from outside the bargaining unit. If the Union is not satisfied with the Court's determination, the Union may file a grievance in accordance with the provisions of Article VII, Grievance Procedure.

An employee awarded a permanent transfer to a regular position vacancy may be required to remain in his old job up to thirty (30) work days (or longer by mutual written consent), until a proper replacement can be obtained. An employee awarded a regular position vacancy shall have a trial period of up to ninety (90) calendar days. The trial period may be extended by mutual written agreement between the Union and the Court. During the trial period the employee shall be given proper training. The Court may disqualify an employee prior to the completion of the ninety (90) calendar day period (or such extended trial period as may be agreed to between the Union and the Court), where it is clear the employee lacks the ability to do the job. An employee

who is disqualified shall be returned to his former position and rate of pay. The employee may also elect to return to his former position and rate of pay during the same ninety (90) calendar day trial period.

Employees shall not be permitted to maintain their name on more than one seniority list at any one time. In the event an employee successfully bids and is awarded a permanent transfer, he shall be placed on the bottom of the seniority list for the classification to which he is permanently transferred and given a date-of-entry seniority date for purposes of layoff and recall. His name shall be removed from the seniority list of his former classification as soon as he successfully completes the required trial period. The job classification to which the employee has been permanently transferred shall thereupon become his permanent job classification.

An employee who successfully bids for and is awarded a permanent job transfer shall not be entitled to bid for any other position vacancies for a period of three (3) months. (An exception to this rule may be made by mutual agreement between the Court and the Union.)

Section 2. Temporary Position Vacancies. In the event there is a temporary position vacancy resulting from vacations, leaves of absence, temporary work increase, etc., the Court may fill such temporary vacancy without following the procedure set forth in Section 1 for a period of not to exceed three (3) months, or the duration of the leave of absence giving rise to the vacancy, if applicable, whichever is longer, or such longer time as may be mutually agreed upon by the Court and the Union. In such circumstances, the temporary vacancy shall be offered first to qualified employees in the next lower pay grade in order of seniority. If employees in the next lower pay grade do not desire to fill such vacancy, the Court shall offer the position to employees in succeeding lower pay grades in order of seniority. If no one desires to fill the vacancy, the Court may assign the work to the least senior qualified employee or, at its discretion, appoint a temporary employee to the vacancy.

An employee who is temporarily transferred shall acquire no seniority in the job classification to which he is temporarily transferred. Upon termination of the temporary assignment, the employee so transferred shall return to his former position without loss of seniority.

In the event the temporary job vacancy exceeds the above referenced periods, and it is not extended by mutual agreement between the Court and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth in Section 1. Such postings shall be marked as temporary vacancies only, so that bidding employees may know of the temporary nature of the vacancy. Vacancies created by a successful bid under this subsection may be filled in accordance with the temporary transfer provisions of this Agreement.

An employee transferred by the Court under this Section shall receive the rate of pay for the job classification to which he is temporarily assigned only if the period of transfer is more than five (5) continuous working days. After this time the temporarily transferred employee shall receive the rate of pay for the job classification to which he is temporarily assigned, or his former rate of pay, whichever is higher. If the period of transfer is less than five (5) continuous

working days, the transferred employee shall keep the rate of pay for his regular job classification.

## ARTICLE XIII JOB CLASSIFICATION

Section 1. General Provisions. Attached to this Agreement in Appendix A are the job classifications agreed to by the Court and the Union.

The job classifications in Appendix A have been categorized according to qualifications, degree of responsibility, complexity, effort and skill associated with each job classification. The Court and the Union agree upon and accept the duties and job classifications as the basis for payment of wages as provided herein.

### Section 2. Revised and New Job Classifications.

A. The creation of a new classification, or changes in an employee's assigned job duties and classification which are instituted after ratification of this Agreement by the parties, shall be processed as follows:

- 1) Requests for the creation of a new job classification or the institution of a major change in the qualifications, job duties, responsibilities, and/or requirements of an existing job classification, must be submitted in writing to the County Administrator/Chief Financial Officer. The request must include a revised job classification and a completed job questionnaire form.
- 2) The County Administrator/Chief Financial Officer shall discuss the rationale for the proposed changes with the Department Head and/or Elected official who requests the change.
- 3) If approved for further evaluation, the County Administrator/Chief Financial Officer shall forward the request and all accompanying background materials to the Human Resources Supervisor for review and recommendation.
- 4) The Human Resources Supervisor shall review the request and, if appropriate, evaluate the proposed job classification in accordance with the Court's Job Evaluation System. Upon completing this review the Human Resources Supervisor shall submit her recommendations to the County Administrator/Chief Financial Officer.
- 5) If upon review of the recommendation of the Human Resources Supervisor, the County Administrator/Chief Financial Officer believes that no change in pay grade and salary is warranted, the requested changes in qualifications, job duties, responsibilities and/or requirements shall be immediately instituted upon the submission of written notice to the Union. If requested within ten (10) work days after such notification, the Human Resources Supervisor shall meet with the Union to discuss the basis for said action. If following such discussion, there is a dispute as to the pay grade for the revised job classification, such

dispute shall be an appropriate matter for a grievance initiated at the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications required, the degree of responsibility, complexity, effort and skill associated with the new or revised job classification as compared to other job classifications in the Bargaining Unit.

- 6) If upon review of the recommendation of the Human Resources Supervisor, the County Administrator/Chief Financial Officer believes that a change in pay grade and salary is warranted, he shall forward his recommendation, and such background material that he deems appropriate, to the Chairperson of the Board of Commissioners Human Resources and Finance Committees for review and recommendation to the Board of Commissioners. The Chairpersons of the Human Resources and Finance Committees shall forward the request along with their Committees' recommendations to the Board of Commissioners for action. All changes in pay grade and salary will be effective on the date of the Board of Commissioners approval.

B. If the Board of Commissioners approves the creation of a new job classification or a major change in the qualifications, job duties, responsibilities and/or requirements of an existing job classification in the Bargaining Unit which result in a change in pay grade and salary, the Court's Human Resources Supervisor shall notify the Union of the new or revised job classification, its pay grade and, where appropriate, any changes in salary affecting current employees. If requested within ten (10) work days after such notification, the Human Resources Supervisor shall meet with the Union to discuss the pay rate of the new or revised job classification and/or the changes in salary affecting current employees. If following such discussion, there is a dispute as to the pay grade for the new or revised job classification and/or the changes in salaries of current employees, such dispute shall be an appropriate matter for a grievance initiated at the Third Step of the Grievance Procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications, degree of complexity, responsibility, effort and skill associated with the new or revised job classification as compared to other job classifications in the Bargaining Unit.

C. If the Board of Commissioners disapproves the creation of a new job classification or a major change in the qualifications, job duties, responsibilities or requirements of an existing job classification in the Bargaining Unit which otherwise would necessitate a change in pay grade and salary, said changes shall not be implemented. If the Department Head or Elected Official thereafter desires to revise the request, the matter must be resubmitted for review in accordance with the procedure hereinabove provided.

#### ARTICLE XIV 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 Payment. All employees in the bargaining unit as of the date this Agreement is ratified by both parties who are not receiving a reclassification adjustment as provided for in Appendix A, shall receive a one-time only lump-sum payment (i.e., not to be added to base pay) of \$650.00, less required payroll withholdings. Employees who are not employed in the bargaining unit as of the date this Agreement is ratified by both parties, or who are eligible for reclassification as provided in Appendix A, shall not be eligible for the lump-sum payment as herein provided.

Section 3. Base Wages. The classifications and pay grades of positions covered by this Agreement are set forth in Appendix A of this Agreement. Pay rates for each of the described pay grades are set forth in Appendices B and C. New hires shall be placed at the minimum rate specified for their respective job classifications and pay grade. After twelve (12) months service at a step, the employee shall be advanced to the next succeeding step until he reaches the maximum step of the pay grade.

All employees hired on or after April 27, 1998, and on or before December 31, 1998, shall continue to be eligible for step advancements as provided for on the schedules set forth in Appendix B, until they reach the maximum of their pay grade, or experience a change in status (e.g., transfer, promotion, or reclassification).

All employees hired on or after January 1, 1999, all employees who reached the maximum of their grade before January 1, 1999, and all employees who experience a change in status (e.g., transfer, promotion, or reclassification) on or after January 1, 1999, shall be placed at the appropriate step on the schedules set forth in Appendix C.

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

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

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

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

(d) An Employee who retires under Article XX, Retirement and Retiree Health Care, or dies shall be entitled to prorated longevity benefits if all other requirements are met. The prorated longevity pay will be based upon the time from December 1 to the day of retirement or death.

- (e) Longevity payments will be included with the employee's regular paycheck.

Section 5. Pay Adjustments for Transfers, Promotions and Reclassifications

(a) If an employee is transferred or promoted, or in a position that is reclassified to a higher pay grade at any time on or after January 1, 1999, his base pay shall be increased to the rate specified for that step and grade of the new classification as provided in Appendix C 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 is transferred to a classification in the same pay grade, his base pay shall remain the same.

(c) If an employee is transferred to a position in a lower pay grade his base pay shall be decreased to the rate specified for that step of the salary schedule in such lower graded classification as provided in Appendix C which corresponds to the step on which he was placed at the time of his transfer or reclassification, and his base rate reduced accordingly.

(d) If an employee is in a position that is reclassified to a lower pay grade, the pay grade for the position shall be red-circled and the employee shall remain in his current grade for such period as he holds said position. When the position next becomes vacant the pay grade for the position shall be changed to the lower grade.

Section 6. Pay Adjustments for Temporary Transfers. An employee who is temporarily transferred by the Court under Article XII, Position Vacancies, Section 2, Temporary Position Vacancies, shall receive the rate of pay specified for the job classification to which he is temporarily assigned only if the period of transfer is more than five (5) consecutive working days. After this time, the temporarily transferred employee shall receive the rate of pay set forth in Appendix C, which results in a base wage increase as close as possible to, but not less than \$0.10 above the base rate the employee earns in his regular job classification, or the rate of his regular job classification, whichever is higher. If the period of transfer is less than five (5) consecutive working days, the transferred employee shall keep the rate of pay for his regular job classification.

ARTICLE XV  
HOURS OF WORK

Section 1. Normal Work Day/Normal Work Week. For all purposes in this Agreement, the normal work day shall consist of seven and one-half (7 1/2) consecutive hours in a twenty-four (24) hour period beginning at the regular starting time of an employee's shift. The normal work week shall consist of thirty-seven and one-half (37 1/2) hours consisting of five (5) consecutive work days. The normal work week commences at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday.

Section 2. Shift Working Hours. The Court shall establish the shift working hours. Shift working hours shall be posted in the Department. After posting, shift working hours shall not be changed, except in emergencies, or after five (5) days written notice to employees.

Section 3. Shift Premiums. An employee who is regularly assigned to a shift commencing between the hours of 10:01 p.m. and 6:00 a.m. shall be paid a midnight shift premium of \$0.37 per hour.

An employee who is regularly assigned to a shift commencing between the hours of 2:01 p.m. and 10:00 p.m. shall be paid an afternoon shift premium of \$0.32 per hour.

Section 4. Shift Selections. Qualified employees will be allowed to exercise their shift preference within their respective classifications and department, based upon their department seniority, except in those instances where the approval of such preference will place an unreasonable hardship upon the Department. If two or more employees have equal seniority within the department, the employee with the greater bargaining unit seniority shall be accorded the position. Changes of shifts pursuant to this provision may be exercised once each calendar year. All shift changes within the department shall occur at one time, on a date to be selected by the Court Administrator in the month of January of each year.

Section 5. Lunch Periods/Work Breaks. Each regular full-time employee shall receive a one (1) hour unpaid lunch period each work day. Such employees shall also be granted two (2) rest periods of fifteen (15) minutes duration during each work day, one in the first four (4) hours and the other in the last half of the shift. Lunch periods may be scheduled upon a staggered basis so as to permit continuous operation of a department. Rest periods shall be taken at reasonable and convenient times so as not to interfere with departmental operations. The Court Administrator or designee shall permit an employee to leave his work station during rest periods. There shall be a schedule of rest periods so as to enable the District Court to continue to operate efficiently.

Section 6. Overtime. Employees shall not work more than the normal work day or normal work week without prior approval of the Court Administrator or designee. An employee who is required by the Court Administrator or designee to work more than a normal work day or work week, the total of which does not exceed forty (40) hours in the work week, shall be paid for said time at his regular straight-time hourly rate. An employee who works more than forty (40) hours in a work week shall be paid for said time at the rate of time and one-half (1-1/2) his regular hourly rate of pay for all hours worked in excess of forty (40) hours in the work week.

Overtime occurring as the result of the extension of a normal work day or normal work week, shall be worked by the employees regularly assigned to the functions requiring the overtime. Other overtime shall be rotated among all employees in the classification in which the overtime work occurs. The Court shall first offer the overtime hours to the most senior employee in the affected classification. During each occurrence of overtime being offered, the Court shall go to the employee on the list who follows the employee last offered the overtime until the list has been exhausted at which time the Court shall go to the beginning of the list and proceed in the same manner. If an employee turns down overtime hours, he shall be charged with the hours and shall not be eligible for further overtime hours until the rotation has completed full circle.

Overtime hours in emergency situations shall be assigned at the discretion of the Court Administrator or designee to employees in the affected job classification.

No employee shall be required to work in excess of twelve (12) consecutive days.

Section 7. Call-In. When it becomes necessary to call in an employee, the Court Administrator, or her designated representative, shall request volunteers in seniority order (commencing with the most senior employee) from among those employees in the classification in which the work occurs. Should this procedure fail to secure the necessary complement of employees needed to perform the work, the least senior qualified employee in the classification in which the work occurs shall be required to work. An employee called in or called back to work will receive a minimum of two hours pay at the rate of time and one-half, and may be required to work at least two hours.

## ARTICLE XVI HOLIDAYS

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

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



- New Year's Eve

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

(a) The employee must work the last scheduled work day before and the next scheduled work day after the holiday, or the day of observance of the holiday, unless the employee is absent by reason of pre-approved vacation, pre-approved personal time, funerals, hospitalization, and other reasons specifically approved by the Court Administrator or designee.

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

Section 2. If any of the designated holidays fall on Saturday or Sunday and the preceding or following day is not observed as the holiday by the Court, there shall be no additional pay for such day, but if the Court designates a scheduled work day as the day of observance of one of the designated holidays in lieu of the holiday, such designated day shall be treated as the holiday for the purpose of this Article.

ARTICLE XVII  
VACATION

Section 1. All full-time seniority employees shall earn vacation hours for each \*qualified calendar month worked from January 1st each year. The minimum vacation period, at any one time, is to be one (1) hour.

Vacations can only be carried forward one (1) additional fiscal year. Any vacation not taken within a two-year period will be forfeited, except as otherwise approved in writing by the Court Administrator.

Every new full-time seniority employee who has been employed six \*qualified calendar months is eligible for one (1) week of vacation credit. 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:	To:	Earned Monthly Vac. Time
19 *qual.cal.mo.	- 60 *qual.cal.mo.	6.5 hrs. per calendar mo.
61 *qual.cal.mo.	- 84 *qual.cal.mo.	8.0 hrs. per calendar mo.
85 *qual.cal.mo.	- 144 *qual.cal.mo.	9.5 hrs. per calendar mo.
145 *qual.cal.mo.	- 180 *qual.cal.mo.	11.0 hrs. per calendar mo.
181 *qual.cal.mo.	- 240 *qual.cal.mo.	12.5 hrs. per calendar mo.
241 *qual.cal.mo.	- over	16.0 hrs. per calendar 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 Court'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 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 Court immediately after the date of termination.

Section 5. In the event a vacation period contains holidays, the employee shall make prior arrangements with the Court Administrator or designee to either have an additional vacation day added to his vacation or schedule an additional vacation day off at a subsequent time.

Section 6. Employees will be given preference in the selection of vacation times according to departmental seniority. Employees who have made their request at least thirty (30) calendar days prior to the requested time may not be bumped by a more senior employee wanting the same time off either in whole or in part with less than thirty (30) calendar days notice. Vacation requests shall not be reasonably denied.

Section 7. For purposes of this Agreement, \*qualified calendar months means a month that the employee receives at least fifteen (15) days pay and is on the payroll on the first and last day of that month.

#### ARTICLE XVIII LEAVES OF ABSENCE

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

Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) At the end of each year, all employees will be paid for one-half (1/2) of the unused

sick days at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

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

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

(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 Court Administrator or designee not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.

(d) The Court may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.

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

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

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

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

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

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

- (b) for the placement of a child with the employee for adoption or foster care.
- (c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or
- (d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article XIX, Insurance, Section 6, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article XIX, Insurance, Section 6, Disability Benefits.

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

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

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

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

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

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

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

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

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

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

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

In any case in which the Court has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Court

may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

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

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

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

- (a) Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.
- (b) The employee may be required to submit to a physical and/or mental examination at the conclusion of the leave.
- (c) The employee must keep the Court Administrator informed of any change in status or any change in the conditions, which caused the request for the leave.
- (d) The employee must not engage in any gainful employment during such a leave.
- (e) Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all Court paid insurance's will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group health care, dental, optical, and/or life insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

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

Section 5. Union Leave. The Court may grant a Union leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to a Union position or selected by the Union to attend a labor convention or educational conference. Two (2) weeks advance written notice may be required for any such leave. Not more than one (1) employee shall be entitled to leave under this Section at any one time. Such leave shall be without pay. During the leave, benefits under this Agreement shall not accumulate or accrue. At the conclusion of the leave, the employee shall be placed at the same salary level and in the same position as the employee held at the time the leave commenced.

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

Section 7. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which he would have received if he had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 8. Court Leave. An employee 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 Court.

Section 9. Workers' Compensation Leave. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will be continued for the duration of the period of disability. Holidays, sick pay and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but

shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave. Vacations will be paid based upon the difference between workers' compensation payments and wages. Longevity and vacations shall accrue during a workers' compensation leave.

## ARTICLE XIX INSURANCE

### Section 1. Health Care Benefits.

(a) The Court agrees to provide each regular, full-time seniority employee (and his eligible dependents<sup>1</sup>), who was hired prior to 1/01/99, coverage under the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay), the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, or other plans designated by the Court which provide equal or better coverage, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90<sup>th</sup>) day of continuous employment. Employees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan and the illustrated premium cost of the lowest cost HMO plan.\* (\*Employees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.)

(b) The Court agrees to provide each regular, full-time seniority employee (and his eligible dependents<sup>1</sup>), who was hired on or after 1/01/99, coverage under the Blue Cross/Blue Shield Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, or other plans designated by this Court which provide equal or better coverage, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90<sup>th</sup>) day of continuous employment. Employees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan and the illustrated premium cost of the lowest cost HMO plan.\* (\*Employees who select the Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.)

(c) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the



commencement of his regular employment with the Court. Forms shall be provided by the Human Resources Department.

(d) Subject to the other provisions of this Agreement, the Court shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article XVIII, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(e) Except as otherwise provided under 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.

(f) 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.

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

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

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

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

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

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

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

### Section 3. Dental Care Benefits.

(a) The Court shall provide such regular, full-time seniority employee (and his eligible dependents<sup>2</sup>) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

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

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

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

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

#### Section 4. Vision Care Benefits.

(a) The Court shall provide each regular, full-time seniority employee (and his eligible dependents<sup>2</sup>) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan, 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 Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Court 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 Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than 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 Court reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

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

(a) The Court 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 Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Court 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 Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than 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 Court reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 6. Disability Benefits.

(a) The Court 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 Court, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Court's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Court at the rate of pay established by said position. The Court reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits for two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

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

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

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

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

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

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

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

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

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

- (j) No payment will be made for benefits resulting from:
- Disability for which the individual is not under the continuous care of a physician;
  - Participation in a riot, rebellion or insurrection;
  - Commission or attempted commission of a criminal offense.

(k) When an employee is on disability, he shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Court.

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

(m) To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Court. Forms shall be provided to employees by the Human Resources Department.

(n) An employee's disability benefit plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

(o) The disability benefits plan herein provided is presently self-insured by the Court. The Court reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

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<sup>1</sup> Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents. Employees who select coverage under the Family Continuation Rider of the Blue Cross/Blue Shield Traditional Plan or Michigan Community Blue PPO Option-1 Plan shall pay on a monthly basis the Family Continuation illustrated premium cost of said continued coverage. Employees who select coverage under the Family Continuation Rider for the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan will not be required to pay the illustrated premium cost of said continued coverage.

<sup>2</sup> Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

## ARTICLE XX RETIREMENT AND RETIREE HEALTH CARE

### Section 1. Retirement Plan.

A. General. Subject to the terms and conditions herein provided, the Court agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one-quarter (2.25%) percent of the employee's final average compensation multiplied by his years of credited service. Final average

compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the County last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

B. CETA/EEA Time. Employees who were employed by the County under the Comprehensive Employment Training Act (CETA) and/or the Emergency Employment Act (EEA) immediately preceding and continuous with their current employment with the County may purchase CETA/EEA service credit for purposes of retirement under the Monroe County Employees Retirement System, subject to the following terms and conditions:

- 1) An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days;
- 2) Service credited an employee under this provision shall not exceed five (5) years;
- 3) Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system;
- 4) The employee purchasing CETA and/or EEA service credit shall pay the Retirement System five percent (5%) of his compensation (as defined by the Retirement System Ordinance) for the 12 month period immediately preceding and including the date of application multiplied by the number of years (or fraction thereof) of credited service being purchased. Payments tendered pursuant to this provision may not be refunded;
- 5) Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased;
- 6) All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement;
- 7) Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System;
- 8) The Board of Trustees shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee;
- 9) Employee applications for CETA and/or EEA credited service shall be submitted to the Court's Human Resource Department on form(s) provided by the Retirement System's Board



of Trustees;

- 10) The Employer's Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees;
- 11) All purchases of service credit shall be reported to the Actuary and shall be included in future actuarial reports and determinations;
- 12) Payments made to the Retirement System for the purchase of service credit shall be credited to the reserve for Court contributions;

#### Section 2. Retiree Health Care Plan.

The Court shall provide those employees who separate for purposes of retirement on or after January 1, 1999, and who receive benefits under the Monroe County Employees Retirement System Ordinance, the following health care coverage. Except as otherwise provided in subparagraph C. below, such coverage shall be provided to the retiree only.

A. Pre-Age 65: Retirees under the age of 65 who were hired prior to 1/01/99, may select coverage under the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay), the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. For those retirees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1, the Blue Care Network of Michigan (BCN-1), or Paramount Health Care of Michigan (PHC-1), the Court shall pay 100% of health care costs for the retiree only. Retirees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.\* The Court shall pay the balance. (\*Retirees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.)

Retirees under the age of 65 who were hired on or after 1/01/99, may select coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. For those retirees who select the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) the Court shall pay 100% of the health care costs for the retiree only. Retirees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.\* The Court shall

pay the balance. (\*Retirees who select the Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.)

Notwithstanding the provisions hereinabove provided, the Court agrees to pay 100% of the health care costs for retirees under age 65, who reside 91 days or more outside the service area of either the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1), and desire coverage under the Blue Cross/Blue Shield Traditional Plan.

B. Age 65 or older: Retiree's age 65 or older must enroll in the part B Medicare program. The Court will thereafter pay the cost of Blue Cross/Blue Shield of Michigan Complimentary Coverage Option-2 plus 1 plan with prescription co-pay program, or equal or better coverage. The Court shall pay 100% of the health care costs for the retiree only.

C. Spousal and Dependent Coverage: A participating retiree's current spouse and \*eligible dependents shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another Employer. In such event, the Court shall pay 50% of the illustrated premium for a participating retiree's spouse and \*eligible dependents and the retiree shall pay the difference; provided, however, the Court shall pay an additional 2.27% of the retiree spouse's and \*eligible dependents health care illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the applicable illustrated premium.

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

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

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

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

E. To be eligible for health care benefits as provided above, the retiree and spouse

must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Court's expense.

Section 3. Retiree Health Care Fund. The Court shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Court 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 who were hired on or before December 31, 1998, and required to contribute to the Retiree Health Care Fund under the parties' former Agreement, shall continue to contribute 1.5% of their bi-weekly base pay to this fund. Employees who are hired by the Court on and after January 1, 1999, shall contribute 3.0% 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 Court.

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

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

## ARTICLE XXI ACCIDENTS AND REPORTS

Section 1. An employee will not be required or assigned to engage in any activity outside of the regular duties for his job classification which involves undue danger to his person or property. Employees who are assigned an activity which they reasonably believe to be unduly dangerous may request a special conference with the Union Steward and the Court Administrator (or their respective authorized designees). Such conference shall be convened as soon as possible after the request is made to the Court Administrator.

Section 2. Any employee involved in an accident during his working hours or relating to his employment shall report said accident to his supervisor as soon as possible, but in all events not later than the employee's next regular scheduled work day. Such report shall set forth the nature of the accident, the physical injury, if any, sustained, the witnesses to the accident and such other details as may reasonably be requested by the Court. The employee shall make out an accident report in writing on forms furnished by the Court and shall file such report with his supervisor. Failure to comply with these provisions shall subject such employee to disciplinary action by the Court.

ARTICLE XXII  
GENERAL

Section 1. Union Bulletin Boards.

(a) The Court will provide bulletin boards, which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational, educational, and social events.
- (2) Notices of Union elections.
- (3) Notices of results of Union elections.
- (4) Notices of Union meetings.

(b) The bulletin boards shall not be used by the Union for disseminating propaganda and, among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.

Section 2. Printing of Agreement. The Court or its designee shall provide printed copies of the Agreement to all employees, including new hires.

Section 3. Political Activity. No employee shall engage in any political activity or campaigning for a elective office during scheduled working hours. Solicitation of signature or contributions or nominating petitions is prohibited during working hours. No employee shall be required to engage in the campaign for election of any candidate.

Section 4. Contracting. It is the Court's intention that contracting and sub-contracting shall not be used for the purposes of demotion, laying off, or causing the loss of wages of any bargaining unit employee.

Section 5. Attendance. Employees shall be regular in their attendance and shall observe the scheduled working hours established by the Court Administrator or designee. Arrangements for time off must be made with the Court Administrator or designee in advance and in accordance with the provisions under which time off is to be taken. If an employee is unable to report for work at his scheduled starting time, the employee must notify the Court Administrator or designee prior to his scheduled start 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 6. Mileage Allowance. Employees, when required to use their private vehicles in the performance of their assigned duties, shall be paid for actual trip mileage at the rate established from time to time by the Court.

Section 7. Drug and Alcohol Testing. The Court and the Union have a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. Therefore, the Court may require a breathalyzer or urinalysis upon reasonable suspicion that the employee is under the influence of drugs or alcohol. If the screening determines that the employee is under the influence of drugs or alcohol, the employee is subject to discipline, up to and including termination of employment.

The foregoing provision shall become effective on the date the Court adopts an Employee Assistance Program.

### ARTICLE XXIII SCOPE OF AGREEMENT

Section 1. Entire Agreement. This Agreement and any letters of understanding which the parties did not specifically change during these negotiations, 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.

Section 2. Waiver. The parties 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and that there are no other agreements, either oral or written, express or implied, covering the relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever either covered in this Agreement or not or where such subject matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Section 3. Conformity to Law. In the event that any provision of this Agreement shall at anytime be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in full force and effect. Within sixty (60) calendar days of the binding effect of any decision voiding a provision of this Agreement, the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

### ARTICLE XXIV DURATION OF AGREEMENT

This Agreement shall become effective as of February 9, 1999, and shall remain in full force and effect until December 31, 2002, and for successive periods of one year thereafter, unless notice is given in writing by either the Union or the Court to the other party at least sixty (60)

days prior to December 31, 2002, or any anniversary date thereof, of its desire to amend, modify or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification or termination as such notice may indicate on December 31, 2002, or the subsequent anniversary date, as the case may be.

Signed this 26 day of February, 1999.

For the Court

For the Union

Terrene A. Bronson  
Chief Judge, Monroe County  
District Court

Dale J.  
Chairman, Monroe County

Naell Z. Mullett  
Staff Representative, AFSCME  
Council 25

Albra Powell  
President, AFSCME Local  
Union No. 2529

Connie Herzog  
Vice President, AFSCME  
Local Union No. 2529

Jeff Z. Dan  
Member, AFSCME Local Union  
No. 2529

[Signature]  
Member, AFSCME Local Union  
No. 2529

APPENDIX A

JOB CLASSIFICATIONS

CLASSIFICATION

GRADE

Probation Officer  
Senior Probation Officer  
Pre-Trial Assistant

P08  
P09  
T07\*

(T09\*, effective 1/01/2000)

APPENDIX B

TECHNICAL WAGE SCALE

(1/01/99 – 12/31/99)

	Start	6 months	12months	24 months	36 months
T-7	9.96	10.38	10.83	11.28	11.67



APPENDIX C

PROFESSIONAL AND TECHNICAL WAGE SCHEDULE

(1/01/99 – 12/31/99)

	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year
P-8	15.54	16.04	16.53	17.03	17.53	18.02	18.52	19.01	19.51
P-9	17.38	17.97	18.55	19.14	19.72	20.31	20.89	21.48	22.06

PROFESSIONAL AND TECHNICAL WAGE SCALE

(1/01/2000 – 12/31/2000)

	Start	1 year	2 year	3 year	4 year	5 year	6 year	7year	8 year
T-09	11.64	11.94	12.24	12.54	12.84	13.15	13.45	13.75	14.05
P-8	16.01	16.52	17.03	17.54	18.05	18.56	19.07	19.58	20.10
P-9	17.90	18.50	19.11	19.71	20.31	20.91	21.52	22.12	22.72

PROFESSIONAL AND TECHNICAL WAGE SCALE

(1/01/2001 – 12/31/2001)

	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year
T-09	11.99	12.30	12.61	12.92	13.23	13.54	13.85	14.16	14.47
P-8	16.49	17.01	17.54	18.07	18.59	19.12	19.65	20.17	20.70
P-9	18.44	19.06	19.68	20.30	20.92	21.54	22.16	22.78	23.40

APPENDIX C

PROFESSIONAL AND TECHNICAL WAGE SCALE  
(1/01/2002 – 12/31/2002)

	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year
T-09	12.35	12.67	12.99	13.31	13.63	13.95	14.27	14.59	14.90
P-8	16.98	17.52	18.07	18.61	19.15	19.69	20.23	20.78	21.32
P-9	18.99	19.63	20.27	20.91	21.55	22.19	22.83	23.47	24.11

APPENDIX D

MEMORANDUM OF UNDERSTANDING  
RE: PERSONNEL POLICIES

It is hereby agreed that the following Personnel Policies are incorporated by reference and made a part of this Agreement, subject to the Monroe County District Court's right to amend, modify or terminate such policies at any time:

- \* Sexual Harassment Policy No. 95-23
- \* Education Reimbursement Policy Dated 1-01-77, Amended 4-01-89
- \* Travel Expense Reimbursement Policy No. 94-17
- \* County Facilities Closing Due to Inclement Weather and Emergencies Policy No. 95-22
- \* Citizenship and Residency Requirements Policy Dated 1/01/77, Amended 1/01/84 and 4/01/89
- \* Lost or Damaged Property of County Employees Policy No. 88-15

Signed this 26 day of February, 1999.

For the Court

Terrence P. Bronson  
Chief Judge, Monroe County  
District Court

Debbie J.  
Chairman, Monroe County

For the Union

Paul A. Mullett  
Staff Representative, AFSCME  
Council 25

Albra Powell  
President, AFSCME Local Union No. 2529

Connie Herzog  
Vice President, AFSCME  
Local Union No. 2529

  
Member, AFSCME  
Local Union No. 2529

  
Member, AFSCME Council 25  
Local Union No. 2529

