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Agreement Between
The
38th Judicial Circuit Court/Family Division
and the
**International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America (U.A.W.)**
and its
**Local Union No. 157
(Shift Supervisors)**

January 1, 2000 through December 31, 2004

(Macomb County) 38th Judicial Circuit Court

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ARTICLE 1 AGREEMENT

THIS AGREEMENT, entered into on October 24, 2000, between the 38th JUDICIAL CIRCUIT COURT/FAMILY DIVISION (hereinafter referred to as the "Employer"), and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U.A.W), and its LOCAL UNION NO. 157, (hereinafter collectively referred to as the "Union").

ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all full-time Youth Center Shift Supervisors employed by the Employer at its office located at 3600 South Custer Road, Monroe, Michigan, 48161, for the purpose of collective bargaining with respect to wages, hours of employment or other conditions of employment, subject to and in accordance with the provisions of the Michigan Public Employment Relations Act made under date of May 21, 1991, in Case No. R91-C-58.

Section 2. Definition of Employee Status. A full-time employee shall be defined as one who is budgeted and scheduled for at least forty (40) hours per week.

Section 3. Pronouns of Masculine and Feminine Gender. Pronouns of masculine and feminine gender shall include each other, unless the context clearly indicates otherwise.

ARTICLE 3 NON-DISCRIMINATION

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

ARTICLE 4 UNION SECURITY

Section 1. Union Dues or Service Fees. It shall be a condition of employment that all regular full-time employees of the Employer covered by this Agreement and all regular full-time employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay a service fee in conformance with state and federal law but in no event in excess of the regular monthly dues uniformly required for membership in the Union, on or before the thirtieth (30) calendar day after the effective date of this Agreement or their date of

employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

Section 2. Check Off.

(a) Regular full-time employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Union and the Employer), 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 Employer 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 Employer. The Union's Financial Officer shall submit to the Employer's Payroll Office 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 Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.

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

(e) All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Any employee for whom dues or service fees were payable, but were not made by reason of the employee being on unpaid leave of absence at the time payroll deductions were made, shall have said dues or service fees deducted the month following the month of the employee's return to work upon written request of the Union, provided a signed Check-Off Authorization permitting said deduction is then on file with the Employer. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

(f) Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where

a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

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

Section 3. Failure to Comply.

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

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

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

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

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

(b) Upon receipt of such notice, the Employer shall communicate the Union's request for termination to the employee and advise such employee that he must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he shall be terminated.

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

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

ARTICLE 5 REPRESENTATION

Section 1. For the purpose of handling grievances and other matters relative to the application of the terms of this Agreement, the employees shall be represented by two (2) Committeepersons including the Chief Steward. The Committeepersons shall be elected in accordance with the Union's Bylaws.

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

Section 3. For the purpose of meetings with the Employer concerning Step III Grievance Meetings, the Union will be represented and compensated as follows:

- (a) No more than two (2) members of the Committee, including the Chief Steward, will be in attendance at any meeting.
- (b) The Union will determine which two (2) members will attend.
- (c) Committee Members who attend meetings with the Employer shall receive straight-time pay during the time of their attendance at such meetings, when held during working hours.

Section 4. The Union shall furnish the Employer with the names of the Committeeperson and their alternates, and no employee shall function in any such capacity until the Employer has been notified, in writing, at least twenty-four (24) hours in advance of the designation of such persons as Committeepersons or their alternates. Such list shall state the classifications assigned to each Committeeperson. Any changes in the officers of the Union or Committeepersons shall be reported to the Employer, in writing, as far in advance as possible.

Section 5. All Union representatives shall have regularly assigned tasks to perform and the Union agrees that such Union representatives will perform their regularly assigned work, except as provided in the Grievance Procedure.

ARTICLE 6 MANAGEMENT RIGHTS

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

Section 2. In addition to all such rights conferred by law, the Employer and its department heads reserve the right to manage its affairs efficiently and economically, including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuancy of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend, or to discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine, or discontinue job classifications, to prescribe and assign job duties, and to adopt, revise and enforce working rules and regulations.

ARTICLE 7 GRIEVANCE PROCEDURE

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

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

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

STEP ONE

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

STEP TWO

If the Superintendent (or designee), the employee, and (as appropriate) the Committeeperson are unable to satisfactorily resolve the grievance as orally presented, the Committeeperson shall, not later than seven (7) work days of the date the employee becomes aware, or reasonably should have become aware of the occurrence giving rise to the grievance, reduce the grievance to writing and submit it to the Superintendent (or designee). Within five (5) work days of his receipt of the written grievance, the Superintendent (or designee) shall meet with the employee and his Chief Steward or Committeeperson to review the grievance. The Superintendent (or designee) shall give the Chief Steward or Committeeperson a written answer to the grievance within five (5) work days following the conclusion of this meeting.

STEP THREE

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

STEP FOUR ARBITRATION

(a) If the matter is not satisfactorily resolved at Step Three, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than forty (40) calendar days after the Chief Steward or Committeeperson receives the Employer's Step Three answer. Concurrent notification of such appeal shall be provided to the Administrator of Youth Services (or designee).

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

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

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

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

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

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

Section 3. Any agreement reached between the Employer and the Union under the grievance procedure and/or the arbitration procedure, shall be binding upon the Employer, the Union and the employee(s) specifically affected and cannot be changed by any individual.

Section 4. It is understood that all such time spent under this procedure by the Chief Steward or any Committeeperson shall be devoted exclusively to the prompt handling of legitimate grievances and shall not be abused. The privilege to leave their work stations after notification to the Superintendent (or designee), during working hours, without loss of pay, is limited to the processing of grievances under the grievance procedure and is subject to the availability of an appropriate replacement, if necessary. The Employer agrees not to unreasonably deny employees the right to Union representation.

Section 5. For purposes of this Grievance Procedure, "work days" shall exclude Saturday, Sunday and Holidays.

ARTICLE 8 STRIKES AND LOCKOUTS

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

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

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

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Employer within five (5) working days after such discipline or

discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

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

ARTICLE 9 NEW OR REVISED JOB CLASSIFICATIONS

Section 1. The Employer shall give the Union a minimum of ten (10) working days advance notice prior to implementing a new or revised job classification. Such notification shall include the new job classification title, the old job classification title, the new job posting, the old job posting, and, in the case of a revised job classification, the identification of the significant changes in the job that resulted in the revised job classification. Such notification shall not preclude the Employer from immediately posting the position. However, the Employer agrees that it will not fill the position on a permanent basis prior to the expiration of said ten (10) working day notice period.

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

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

ARTICLE 10 PROBATIONARY EMPLOYEES

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

ARTICLE 11 SENIORITY

Section 1. General. Seniority shall be defined as the length of continuous service within classification.

The Employer shall keep a seniority list of all employees having seniority rights which shall be available for inspection by the Committee at reasonable times and a copy shall be given to the Union once every six (6) months.

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

- (a) The employee voluntarily leaves the employment of the Employer or accepts a position with the Employer in a classification of work not covered by this Agreement.
- (b) The employee is discharged for just cause.
- (c) The employee is absent from work for three (3) consecutive working days, without reasonable cause.
- (d) If called back after layoff, the employee does not advise the Employer in writing or in person of his intent to return to work and return within five (5) work days (excluding holidays and weekends) after such recall.
- (e) When an employee does not report back to work upon expiration of a non-medical related leave of absence, including disciplinary layoff, unless the employee furnishes adequate proof to the Employer that it was impossible for the employee to report, and reports as soon as he is physically able to do so.
- (f) When an employee is laid off for a period of twenty-four (24) consecutive months.
- (g) The employee works for another Employer or is self-employed while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer. (It is expressly agreed that this provision shall not apply to approved educational leaves or periods when an employee is on paid vacation.)
- (h) An employee is on a medical or disability leave of absence for more than two (2) years. If an employee goes on a leave of absence within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.

Section 3. Superseniority of Union Committeepersons. The Union's Committeepersons shall head the seniority list of the Bargaining Unit covered by this Agreement for the purposes of lay-off during the terms of office for which they are elected. The aggregate total of the above mentioned employees shall not exceed two (2), one of whom shall be the Chief Steward. The Union agrees to furnish the Employer a complete list of all Committeepersons on Union letterhead in order of preference. The Union further agrees to promptly advise the Employer of any changes in any such office or position. The Employer shall not be responsible in any way when such notice has not been furnished in the manner prescribed herein.

Section 4. Seniority of Employees Who Transfer Outside of the Bargaining Unit. Except as provided for in this Section, employees who transfer outside of the bargaining unit shall not have seniority. It is understood, however, that an employee within the bargaining unit may be promoted to a position outside the bargaining unit within the Youth Center, including a management position. Such employee, so promoted, shall not lose accumulated seniority and shall continue to retain the seniority the employee had, but shall not accumulate any seniority while out of the bargaining unit, except as provided below. If such employee is returned to the bargaining unit, the employee shall be placed in a job where the employee's seniority will allow. Discharge of said employee while the employee is outside the bargaining unit shall automatically cancel all seniority and since the employee is outside of the bargaining unit and is not covered by this Agreement, the employee's discharge shall not be subject to the grievance procedure. Employees who may be promoted in accordance with the provisions of this Section shall, for the first one hundred and eighty (180) days, accumulate seniority within the bargaining unit in their classification. It is further understood that such employee may request return to the employee's former classification in the bargaining unit within ninety (90) days, without loss of seniority in said classification and notwithstanding the provisions of any prior agreement.

ARTICLE 12 LAYOFF AND RECALL

Section 1. In the case of a layoff, probationary employees will be laid off first in any order. If a further reduction in force is necessary, the Employer will lay off the remaining employees in seniority order, least senior first.

Section 2. The Employer shall notify the Union two (2) weeks in advance of a layoff. The notice will contain the names of the employees to be laid off, the time and date of layoff and the reasons therefore.

Section 3. Recall to work of laid off employees shall be in order of seniority, most senior first. In the event of a call back of an employee who does not immediately return upon notification, the Employer may place any other available employee in such position on a temporary basis up to and including fifteen (15) working days, without prejudice and without liability. Other supervisors who are then on layoff shall be given preference for said temporary assignments.

ARTICLE 13
DISCIPLINE AND DISCHARGE

Section 1. The Employer and the Union recognize that it may be necessary to discipline employees who have violated the terms of this Agreement, the Employer's work rules, or other reasonable standards of conduct.

Section 2. A minor infraction of an employee may normally be cause for a verbal or written reprimand as an initial discipline step. A major infraction by an employee may be cause for suspension or discharge as an initial discipline step, depending on the nature of the offense. Subsequent minor and/or major infractions are subject to discipline up to and including discharge, depending on the nature of the offense.

Section 3. Any employee may request the presence of his Steward (or Alternate) during a meeting in which he reasonably expects to be disciplined. When a Steward is requested, the disciplinary process will stop until the Steward (or Alternate) is present with the employee. During the meeting the Employer's representative will advise the employee and the Steward (or Alternate) of the discipline contemplated and the reason for it. During this meeting, the Steward (or Alternate) shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 4. If a suspended or discharged employee elects to challenge such action, he shall file a grievance within five (5) working days following the suspension or discharge at Step Three of the Grievance Procedure. Any such grievance not meeting this time requirement shall be disallowed, unless an extension is agreed upon in writing by both parties.

Section 5. In imposing a disciplinary penalty upon a current charge, the Employer will not take into account any prior infractions, which occurred more than one (1) year previously.

ARTICLE 14
TEMPORARY VACANCIES

In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy with a person from outside the bargaining unit for a period not to exceed three (3) months or such longer time as may be mutually agreed upon by the Employer and the Union.

ARTICLE 15
WAGES

Section 1. Base Wages. All employees in the bargaining unit who are on the Employer's payroll as of the date that this Agreement is ratified by both parties, shall

receive a 3% base wage adjustment retroactive from January 1, 2000 through June 30, 2000. Effective July 1, 2000 the Rye Study will be implemented as follows.

All employees in the bargaining unit who are on the Employer's payroll as of the date that this Agreement is ratified by both parties and who have been promoted within the last three years, shall be placed at that step of the July 1, 2000 Appendix A Wage Schedule which corresponds to their assigned job classification and pay grade and results in a base wage increase as close as possible to, but not less than, \$0.20 above the base wage the employee currently earns, not to exceed the maximum of the pay grade. All other employees in the bargaining unit who are on the Employer's payroll as of the date this Agreement is ratified by both parties, shall be placed at that step of the July 1, 2000 Appendix A Wage Schedule which corresponds to their assigned job classification, pay grade and number of years of service with the Employer, not to exceed the maximum of the pay grade. In any circumstance in which the foregoing placement will result in the employee receiving a wage rate less than his current wage rate the employee shall be placed at the next higher step which will result in a base wage increase. New hires shall be placed at Step One (the minimum rate) of the Wage Schedule. After one (1) year of service at Step One, the employee shall advance to Step Two. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

The pay grades and base wage rates for each classification covered under this Agreement as of January 1, 2001, January 1, 2002, January 1, 2003, and January 1, 2004, respectively, are set forth in Appendix A.

Section 2. Payment of Wages. Employees will be paid wages due by check or direct deposit every two (2) weeks. Payroll checks will be distributed by the Superintendent every other Friday as early as possible in the day. Each employee shall be provided with an itemized statement of earnings and all deductions made for any purpose. One (1) week of wages is withheld to provide the necessary time to prepare the payroll. In the event a holiday falls on a payroll Friday, the checks will be distributed on the last working day preceding the holiday as early as possible in the day.

Section 3. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees who were on the Employer's payroll as of December 31, 1988, shall be entitled to longevity pay, subject to the following provisions:

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

(b) An employee must have received compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay for that calendar year. An

employee's forfeiture of credit for a given year shall not result in a forfeiture of longevity pay for other years in which the employee has met the minimum eligibility requirements.

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

(d) Employees shall not be entitled to any longevity pay if their employment with the Employer is terminated prior to December 1 of any calendar year for any reason other than retirement under the Monroe County Employees' Retirement Ordinance. An employee who retires under said Ordinance shall be entitled to a prorated longevity payment during the year of retirement.

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

ARTICLE 16 HOURS OF WORK

Section 1. Normal Work Week. The normal work week of employees covered by this Agreement shall consist of forty (40) hours in any one (1) work week. For overtime purposes, the work week shall commence at 7:00 a.m. Sunday and end at 6:59 a.m. the following Sunday.

Section 2. Work Schedules. The normal work schedule and specific starting and quitting times for employees shall be determined by the Superintendent. Normal work schedules shall consist of a five (5) day work week of eight (8) hours per day, a four (4) day work week of ten (10) hours per day, a four (4) day work week of twelve (12) hours per day for three (3) days and a fourth (4th) day of four (4) hours, and a three (3) day work week of thirteen (13) hours and twenty (20) minutes per day.

Section 3. Assignment of Work Shifts and Schedules. The Youth Center is a co-educational facility. Bi-annually in January and July employees will be permitted to select a work shift and schedule on the basis of seniority (most senior first), subject to the requirement that there shall be at least one Supervisor, Juvenile Detention Specialist or Group Leader of each gender working at all times there are residents of both sexes in the Center. Changes in shifts and schedules may be made at other times with the written approval of the Superintendent. In assigning work shifts and schedules, the Superintendent is empowered to bypass considerations of seniority where necessary to ensure that each shift and schedule is comprised of at least one Supervisor, Juvenile Detention Specialist or Group Leader of each gender at all times. In addition, where there is a demonstrable need for a Supervisor with certain qualifications, skills, abilities, or competencies on any given shift and schedule, the Superintendent is empowered to bypass considerations of seniority where necessary to ensure that employees with said requisite qualifications, skills, abilities and competencies are adequately represented on said shift and schedule.

Section 4. Overtime. Employees shall not work more than their normal work day or the normal work week without the prior verbal approval of the Superintendent or his designee.

Employees may be required by their supervisors to work overtime before or after regular shift hours.

Employees who work more than forty (40) hours in a work week shall receive one and one-half (1-1/2) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a work week.

Section 5. Distribution of Overtime. When overtime is required, the regular employees assigned to the shift on which the overtime is required shall perform the overtime work. When the overtime is of a continuing nature, it shall be rotated as equally as possible among employees within the two adjoining shifts, so far as possible.

Section 6. Lunch Period. Employees shall receive a paid meal period each work day. These meal periods shall be regarded as "work time" and may be scheduled on a staggered basis so as to permit the continuous operation of the Youth Center.

Good grooming, table manners, and dining room etiquette is a part of the training program of the Youth Center and will be generally directed and supervised by Group Leaders and Juvenile Detention Specialist.

Section 7. Relief Periods. There will be one (1) fifteen (15) minute relief period for any four (4) hour increment of work. Relief periods shall be taken at reasonable and convenient times so as not to interfere with the Employer's operations. Relief periods may not be taken during the one-half (1/2) hour period after the start of the shift, the one-half (1/2) hour period preceding the end of the shift, or the one-half (1/2) hour period before or after the lunch period.

Section 8. Shift Premiums. Employees shall receive a shift premium of \$0.32 per hour for any shift commencing between the hours of 10:01 p.m. and 4:00 a.m. Employees who work a shift commencing between the hours of 1:00 p.m. and 10:00 p.m. shall receive a shift premium of \$0.40 per hour.

Section 9. Emergency Duty. An employee who is called in to work at a time other than his normal scheduled work hours shall receive a minimum guarantee of one (1) hours pay.

Section 10. Daylight Savings Time. It is understood between the parties that when a time change occurs, the employees will be paid for actual hours worked.

ARTICLE 17
VACATION

Vacation hours are earned per each *qualified calendar month from the employee's anniversary date. The minimum vacation period, at any one time, is to be one (1) hour.

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

Every employee who has been employed six (6) *qualified calendar months will earn vacation hours based upon the following *qualified continuous employment from his/her anniversary date:

<u>From:</u>	<u>To:</u>	Amount Earned for 40 Hour <u>Schedule</u>
6 cal.mo.		40.0 hours
7 cal.mo.	- 18 cal.mo.	5.5 hrs./cal.mo.
19 cal.mo.	- 60 cal.mo.	7.0 hrs./cal.mo.
61 cal.mo.	- 84 cal.mo.	8.5 hrs./cal.mo.
85 cal.mo.	- 144 cal.mo.	10.0 hrs./cal.mo.
145 cal.mo.	- 180 cal.mo.	12.0 hrs./cal.mo.
181 cal.mo.	- 240 cal.mo.	13.5 hrs./cal.mo.
241 cal.mo.	and over	17.0 hrs./cal.mo.

The Employer shall set up a vacation schedule so as to permit continuous operations. Subject to the foregoing, preference as to vacation time shall be in accordance with an employee's continuous length of service in the department.

No special vacation pay will be made but checks will be issued as of the normal pay days as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

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

On or before January 1 of each year, the Assistant Superintendent shall post a list denoting the available vacation periods. The following holidays shall be excluded from the list of available vacation periods under this provision: Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day. Employees must specify desired vacation times in writing to the Assistant Superintendent by January 15 of each year, indicating a first, second and third choice. The Assistant

Superintendent will establish vacation schedules consistent with necessary personnel requirements to assure the orderly operation of the Youth Center. Each employee who applies for a vacation on or before January 15 shall be granted two (2) vacation periods of forty (40) consecutive work hours each, plus all adjoining days off. In the event it becomes necessary for the Employer to allot vacation periods because of an excessive number of requests for the same period, seniority of the employees in the classification affected shall govern, provided the remaining employees are qualified in all respects to perform the available work. The Employer will post vacation schedules on or before February 15 of each year.

Employees who do not make their vacation requests known until after the schedule is established or who are entitled to vacations in excess of eighty (80) work hours will be granted open vacation periods provided the remaining employees are qualified in all respects to perform the available work and the time off can be reasonably accommodated.

Employees will have sufficient accrued vacation time at the time each block of vacation is to begin or risk being denied the time off.

Credit will be allowed for duty or service with the Armed Services of the United States, or the State of Michigan, on the basis of eight (8) hours per day for each day away from work for which the employee would otherwise have been scheduled to work, for a maximum of one hundred sixty (160) hours in any credit year.

Credit will be allowed for time served when summoned to Jury Duty for which the employee has not volunteered and for which the employee is eligible for payment under the Employer's Jury Duty Plan for a maximum of one hundred sixty (160) hours during the credit year.

Credit will be allowed for eight (8) hours for each paid holiday that falls on a regularly scheduled working day during the credit year, provided the employee has qualified for holiday pay for such day.

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

ARTICLE 18 HOLIDAYS

Section 1. Subject to the provisions of Section 3 below, all regular full-time employees will receive eight (8) hours pay at their regular straight-time hourly rate for the following holidays or, at their election, eight (8) hours compensatory time off (subject to a maximum accrual of forty (40) hours compensatory time off at any point in time):

- * New Year's Day
- * Martin Luther King's Birthday

- * President's Day
- * Memorial Day
- * Independence Day
- * Labor Day
- * Veteran's Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * Christmas Eve Day
- * Christmas Day
- * New Year's Eve Day

The actual day on which the foregoing holidays fall shall be the day on which the holiday is observed.

Section 2. Employees who work on any of the holidays set forth in Section 1 above shall receive time and one-half for up to eight (8) hours worked on the holidays. At the employee's election, up to eight (8) hours compensatory time off may be taken in lieu of compensation, subject to a maximum accrual of forty (40) hours compensatory time off at any point in time. Except as otherwise provided under Article 16, Hours of Work, all other hours worked on a holiday in excess of eight (8) hours shall be paid at straight time rates.

Section 3. To be eligible for holiday pay an employee must work the last scheduled work day before and the next scheduled work day after the holiday or the day of its observance, unless the employee has received an excused absence, or is on approved vacation, personal or sick time. (Note: Employees who are receiving disability, duty disability or workers' compensation benefits, or who are on an unpaid leave of absence, shall not be eligible for holiday pay.)

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

ARTICLE 19 INSURANCE

Section 1. Health Care Benefits.

(a) The Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents¹), who was hired prior to July 1, 2000, 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 Employer 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 (90th) 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 Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents¹), who was hired on or after July 1, 2000, 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 Employer 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 (90th) 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 Employer. Forms shall be provided by the Human Resources Department.

(d) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article 21, Leaves of Absence, Section 1, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the 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, 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) To be eligible for health care benefits as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

Section 2. Voluntary Withdrawal from Health Care Plan.

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

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

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

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

Section 3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time seniority employee (and his eligible dependents²) the 75-25 Co- Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

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

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

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

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

Section 4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time seniority employee (and his eligible dependents²) 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 Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefits costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the 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 Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

¹ 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.

² 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.

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

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

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
\$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 upon the commencement of his regular employment as directed by the Employer.

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

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

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

Section 6. Short/Long Disability Benefits.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee the following disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

(b) For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to his occupation, provided that the employee shall be deemed not to be disabled if he engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which he is reasonably fitted by education, training or experience.

If, at the end of the initial twenty-six (26) week disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits 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 Employer shall be 67% of the employee's gross basic monthly earnings with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. The maximum benefit period shall be two (2) years.

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

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

law.

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

(e) The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has

utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

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

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

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

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

(j) No payment will be made for claims for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.

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

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

(m) To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits as directed by the Employer. Any employee who fails to complete, sign and return any necessary application forms as directed by the Employer is specifically and expressly excluded from such benefits until such time as he enrolls and makes proper application during an open enrollment period.

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

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

Section 7. Duty Disability Benefits.

(a) The Employer agrees to make duty disability payments to employees covered by this Agreement.

(b) "Duty Disability" as the term is used herein is defined as (1) an injury resulting from an assault on an employee in the course of an employee's performance of his assigned job functions, or (2) an injury incurred by an employee while attempting to physically manage a resident in the performance of the employee's assigned job functions;

(c) The employee must report such injury to his immediate supervisor as soon as possible and submit to such medical treatment as may be necessary under the circumstances. The supervisor shall keep a written record of the notification of each such reported injury;

(d) The eligible employee must be disabled from performing work for the Monroe County Youth Center to the extent required by the Michigan Workers' Disability Compensation Act and each party agrees to be bound by the determination under such Act as to the fact of disability; provided, however, if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon the certification of the treating physician that such employee is disabled for duty for such time as the certification may specify;

(e) To be eligible for duty disability payments under this plan, the following is required:

(1) If an eligible employee is unable to perform his regular duties as a result of a duty disability as herein defined, he will be required to perform such other Departmental duties as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of his disability. In the first instance, the treating physician shall determine any such restrictions on work activities but the Employer may, at its expense, have the employee examined by a physician of its choosing for the purpose of determining whether the employee can perform any duties within the Department, and, if so, what restrictions are applicable. In the event there is a disagreement between the treating physician and the Employer's physician as to whether the employee may perform such duties, it shall be resolved by an independent third party physician elected by the treating physician and the Employer's physician, and such independent third physician's decision shall be binding upon the employee, the Union and the Employer. Duties assigned to an employee pursuant to this provision may be different than those duties to which the employee would normally be assigned.

(2) In the event of complete disability, such that the employee cannot continue to perform any departmental duties, he shall be entitled to disability benefits computed as follows:

(i) The disabled employee's net pay after all applicable deductions shall be determined on a weekly basis based upon his rate of pay, income tax status and deduction status as of the last full pay period ending prior to the date of disability and computed upon the assumption that the employee worked eighty (80) hours during such pay period. Utilizing this information, the Employer shall determine the disabled employee's net take-home weekly wage, which would be the amount the employee would have received for such pay period if he had not been injured.

(ii) From the disabled employee's net weekly take-home wage, there shall be deducted weekly workers' disability compensation benefits to which such employee is entitled under the workers' disability compensation laws of the State of Michigan, and other payments received by the employee under this Agreement, and the Employer will pay the difference between such weekly workers' disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above, for a maximum period of two (2) years.

(iii) In the event an employee remains completely disabled within the meaning of this Section for the period of one (1) year, such employee shall promptly make application for social security disability benefits, shall furnish proof to the Employer of such application and shall keep the Employer informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the Employer's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly workers' compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4-1/3) weeks per month, and the disabled employee's net weekly take-home pay shall not be less than what the employee would have received based on a 2,080 hour work year.

(3) All of the foregoing are subject to further limitation of the Employer's responsibility for duty disability payments under this Agreement. This responsibility shall be limited to a period of time, which is lesser of:

(i) The date the employee returns to full duty and is taken off of duty disability.

(ii) The date the employee is placed on restricted duty and is paid the amount to equal the employee's regular pay.

(iii) The date the employee attains the age of sixty-two (62) years and retires.

(iv) The date the employee reaches two (2) years of absence from work due to the duty disability.

(4) At this time, the Employer will be responsible for the difference between the net pay of the employee had he been able to return to full duty, and the combined amount of workers' disability, pension and social security payments. In the event social security, pension and/or workers' disability compensation would, for some reason, become unable to furnish payment, the Employer would be liable and pay the entire amount. As the salary schedule increases, it will also increase for the employee on Social Security and Disability Retirement.

(5) While on duty disability pursuant to this Section, the employee's medical and life insurance will be continued for the period of said disability leave. Except as otherwise provided in Article 17, Vacations, holidays, longevity, sick pay and other employee benefits shall not accrue, accumulate or be paid when an employee is receiving duty disability benefits. The employee's benefits status shall be frozen as of the date of commencement of this disability leave and, upon termination of the leave, such benefits shall be reinstated to the employee.

(6) Duty Disability checks will be paid on the regular payday.

(f) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's plan.

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

(h) The disability benefits plan herein provided is presently self-insured by the Employer. The Employer reserves the right to change the carrier and/or the manner in

which it provides the above coverage, provided that the benefits are substantially equal to or better than the benefits outlined above.

(i) The Employer's responsibility to pay for any of the foregoing disability benefits shall terminate as of the expiration date of this Agreement.

ARTICLE 20 RETIREMENT

Section 1. Retirement Plan.

A. General. Subject to the terms and conditions herein provided, the Employer 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 January 1, 2001 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.

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

Section 2. Retiree Health Care Plan.

The Employer shall provide those employees who separate for purposes of retirement on or after July 1, 2000, 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 July 1, 2000, 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 Employer 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 Employer 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 July 1, 2000, 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer shall pay 50% of the illustrated premium for a participating retiree's spouse and **eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of the retiree spouse's and **eligible dependents health care illustrated premiums for each year of 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. 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 Employer's expense.

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

Employees who were hired on or before July 1, 2000, 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 Employer on and after July 1, 2000, 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 employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the

accumulated interest thereon as determined by the Employer.

Section 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 21 **LEAVES OF ABSENCE**

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

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

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

NOTE: An employee who is disabled as a result of an injury which is compensable under Article 19, Insurance, Section 6, Disability Benefits, or Section 7, Duty 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 19, Insurance, Section 6, Disability Benefits or Section 7, Duty 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 or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

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

If the requested leave is for the birth/care of a child, the placement of a child for adoption 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 is first required to exhaust all but eighty (80) hours of accrued paid time off, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

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

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care of his child or spouse 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 Employer, in writing, not less than thirty (30) calendar days in advance of the start date of

the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

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

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

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

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

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

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

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

exhausted. Exceptions can be made for extraordinary situations at the discretion of the Employer.)

Full-time employees who have completed the new-hire probationary period shall be credited with forty-eight (48) hours sick time each calendar 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 time at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

Sick pay benefits are subject to the following conditions:

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

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

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

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

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

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

(g) The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked during the absence. The actual sick time taken will be rounded to the next nearest tenth of an hour.

Section 3. Workers' Compensation Disability Leave. An employee who is disabled due to a work related injury that is compensable under the Michigan Worker's Disability Compensation Act shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. During such leave, the employee shall be entitled to receive the applicable workers' compensation benefits required by law. The employee's medical and life insurance will be continued for the period of said disability leave. Vacations, holidays, sick pay and other employee benefits shall not accumulate or be paid during such leave. The employee's benefits status shall be frozen as of the date of commencement of the compensation leave and upon termination of the leave, such benefits shall be reinstated to the employee.

Section 4. Personal Leave Hours. Effective January 1, 1996, employees who have completed one (1) year of service shall be credited with thirty-two (32) hours of personal leave time each calendar year to be approved by the Superintendent, or his designee. (Employees who complete one (1) year of service after January 1, 1996, shall receive prorated personal hours during the first year of eligibility.) Personal leave time cannot be carried over from one calendar year to the next. Any unused personal time shall be forfeited.

Personal time may be used at the employee's discretion, subject to the following limitations:

(a) The Superintendent or his designee will be notified no later than two (2) hours before the employee's scheduled starting time when taking discretionary personal time. This notification will be acceptable only if it is made on the same day as the intended absence.

(b) The Superintendent or his designee may deny the discretionary personal time if it will cause an overtime situation.

(c) Discretionary personal time will not be taken on holidays nor after December 15 of any given calendar year.

(d) Personal time may be taken in one-hour increments.

The Union and the Employer agree to consider changes to this procedure if unanticipated overtime costs arise.

Section 5. Personal Leave of Absence. Employees with one (1) or more years of seniority may be granted a personal leave of absence by the Employer for compelling reasons for an initial period of up to two (2) weeks. Applications for such personal leave shall be filed with the Employer. The reason for the leave shall be set forth therein. Personal leaves once granted may be extended at the discretion of the Employer by written approval obtained prior to the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

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

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

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, stepchildren, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of these policies and practices and employees' benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take the day off to attend the funeral of a sister-in-law or brother-in-law and receive pay for that day. The Employer agrees to allow the employee to use personal days or vacation days to attend a funeral of 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. Union Business. The Employer will grant a Union leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to a Union position, or selected by the Union to attend a labor convention or educational conference. A two (2) week advance notice in writing may be required for 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 and during the leave benefits under this Agreement shall not accumulate or accrue if the leave period exceeds the number of qualifying days for benefits. At the conclusion of the leave, the employee shall be placed at his current salary level and in the same position as at the time the leave commenced.

Section 8. Jury Duty/Witness Pay. Employees with seniority who are called for jury duty will be paid the difference between their jury pay (excluding mileage and meal allowance) and their regular day's pay for each day they are acting as jurors, providing they submit to the Employer evidence of the jury pay they receive. This will also apply to witness pay pertaining to their job.

Section 9. Education Leave. Employees with one (1) year or more of service with the Employer who desire to enroll in an educational course offered by an accredited educational institution or an agency which offers advance training which would aid the employee in the performance of the employee's duties with the Employer and would contribute to the increased potential of said employee, as an employee, may request an educational leave of absence in accordance with the following procedure:

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

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

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

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

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

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

Section 10. General Provisions Applicable to All Requests for Leaves of Absence. Except for discretionary personal time, the Superintendent or the Assistant Superintendent shall answer in writing all written requests for time off within seventy-two (72) hours of the date and shift requested.

ARTICLE 21 GENERAL

Section 1. Employee Information. It shall be the responsibility of employees to notify the Employer, in writing on forms provided by the Employer, within five (5) days of any change of address or change of telephone number. A copy of this form will be given to the Union. The Employer has no responsibility to determine the correctness of this address or telephone number. The Employer shall be considered as having complied with any notice requirement if such notice is sent to the employee's last address on record by certified mail, return receipt requested.

Section 2. Reimbursement for Mileage. In the event an employee is required to use his own automobile in connection with the performance of duties on behalf of the Employer, such employee shall be reimbursed for such use at a mileage rate to be fixed from time to time by the Employer. Each employee shall be required to keep accurate records of the number of miles such car is used, which records shall include the date of use, the place or places visited, the persons contacted at each such place, and the purpose of such trip. An employee will not be entitled to mileage under this provision unless the employee has been authorized to use the employee's personal car for Employer business by the Youth Center Superintendent. Such authorization shall be in writing and shall indicate the period of time for which the authorization remains in effect.

Section 3. Educational Seminars. Mandatory attendance at educational seminars must be approved by the Employer prior to attendance. Reimbursement will be made as follows:

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

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

Section 4. Rules and Regulations. The Employer has the right to make and establish reasonable rules of conduct for employees, and to fix and determine the proper penalties for violation thereof. The Employer will advise the Union of the establishment of or changes to any rule by written notification and posting on the Bulletin Board. Such changes or new rules will become effective five (5) working days after written notification to the Union and posting. In the event operational requirements pertaining to safety or security require that a rule or regulation be changed immediately, all personnel shall be notified in writing of the change.

Section 5. Union Bulletin Boards. The Employer shall furnish a Bulletin Board for the exclusive use of the Union for the posting of notices, providing such notices are initialed by the Chief Steward of the Union, and will be restricted to notices of the following types only: (a) notices of Union Recreation and Social Affairs; (b) notices of Union Elections; (c) notices of Union Meetings; and (d) notices of Official Union Business.

Section 6. Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours as established by the Superintendent or designee of the Monroe County Youth Center. Arrangements for time off must be made with the Superintendent (or designee) of the Monroe County Youth Center in advance, and in accordance with the provisions under which time off is to be taken. If for legitimate reasons an employee is unable to report for work at his scheduled starting time, the Superintendent or designee should be notified prior to the employee's scheduled starting time, unless it is physically impossible for the employee to do so. Failure to do so may result in disciplinary action.

Section 7. Meals. It is understood that Supervisors will receive meals when they are served during their shift. Such meals shall be without charge to the employee.

Section 8. Staff Meetings/Training. The Monroe County Youth Center will conduct staff meetings as deemed appropriate. Where practical, the Employer will provide two (2) weeks notice of said meetings.

The Monroe County Youth Center will also conduct mandatory in-service sessions to include verbal intervention and physical management techniques, CPR, first aid, and other training deemed appropriate by the Employer and/or required by the State of Michigan.

All employees will be paid for said attendance.

Section 9. General Liability. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of the County of Monroe's General Liability Insurance Plan, subject to the County's right to amend the plan from time to time, and the terms, conditions, exclusions, and limitations as stated in said plan. The Union shall be provided with a copy of the County of Monroe's General Liability Insurance Plan without charge upon its written request.

Section 10. Damaged Employee Clothing and Property. Any employee of the Center who meets the Center's "Dressing for Safety" standards and whose clothes or property are damaged in the performance of normal job duties will be compensated for such damage in a fair and equitable manner. The employee shall fill out an accident-incident report on such damage, describing the incident, and listing any witnesses. The employee shall complete the report the day of the incident or as soon as possible thereafter, and submit the report to the Assistant Superintendent. In addition, the employee shall turn in the damaged clothing or property as soon as possible. The

Superintendent will determine if the article of clothing or property is to be replaced, and if so determined, will authorize a requisition for such article.

Section 11. Credit Union. Upon receipt of a signed authorization from an employee, the Employer will make deductions from the employee's pay for deposit in the employee's account at the Monroe County Municipalities Employees Credit Union.

ARTICLE 22 SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Union, and the Employer's employees, which the Union represents. This agreement supercedes and cancels all previous agreements, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. Any agreement or agreements, which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

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

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

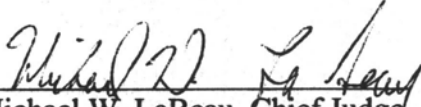
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a Court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby.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

ARTICLE 23 DURATION

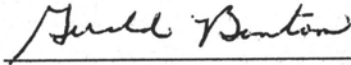
This Agreement shall be effective October 24, 2000, and shall continue in full force and effect until midnight December 31, 2004, and thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on the expiration date.

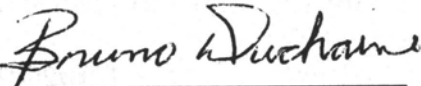
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the date first above written.

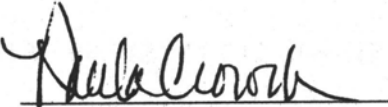
38TH JUDICIAL CIRCUIT COURT/
FAMILY DIVISION

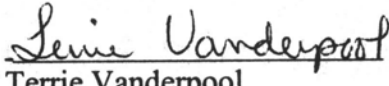

Michael W. LaBeau, Chief Judge
10/30/2000

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


Gerald Bantom, UAW Region 1A
Director


Bruno Duchaine President
Local 157


Paula Cioroch,
Servicing Representative


Terrie Vanderpool,
Committeeperson


Jennifer Kominek,
Committeeperson

APPENDIX A

BASE WAGE SCHEDULE
UAW/YOUTH CENTER - SHIFT SUPERVISOR

7/01/2000 Wage Scale

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$15.71	\$16.15	\$16.61	\$17.08	\$17.56	\$18.06	\$18.57	\$19.09	\$19.63

1/01/2001 Wage Scale

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$15.71	\$16.15	\$16.61	\$17.08	\$17.56	\$18.06	\$18.57	\$19.09	\$19.63

1/01/2002 Wage Scale

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$16.18	\$16.64	\$17.11	\$17.59	\$18.09	\$18.60	\$19.13	\$19.66	\$20.22

1/01/2003 Wage Scale

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$16.67	\$17.14	\$17.62	\$18.12	\$18.63	\$19.16	\$19.70	\$20.25	\$20.83

1/01/2004 Wage Scale

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$17.17	\$17.65	\$18.15	\$18.66	\$19.19	\$19.74	\$20.29	\$20.86	\$21.46

APPENDIX B

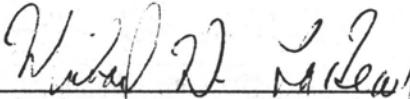
MEMORANDUM OF UNDERSTANDING

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

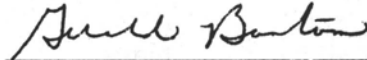
- Sexual Harassment Policy No. 95-23
- Travel Expense Reimbursement Policy No. 94-17
- County Facilities Closing Due to Inclement Weather and Emergencies Policy No. 95-22

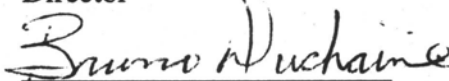
Signed this 26th day of October, 2000.


38TH JUDICIAL CIRCUIT COURT/
FAMILY DIVISION

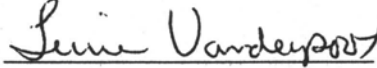

Michael W. LaBeau, Chief Judge

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


Gerald Bantom, UAW Region 1A
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Servicing Representative


Terrie Vanderpool,
Committeeperson

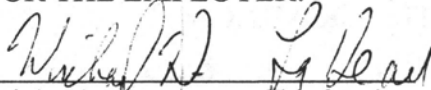

Jennifer Kominek,
Committeeperson

LETTER OF UNDERSTANDING

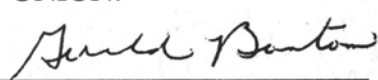
It is hereby agreed by and between the 38th Judicial Circuit Court/Family Division (hereinafter collectively referred to as the "Employer") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (U.A.W.) ("Union") that employees who believe that their position has been improperly classified under the Rye Study may request that their position be reexamined. Such employees shall submit to Human Resources all written material the employee believes to be pertinent to his/her request for reclassification. If the employee also desires a personal meeting with Mr. Rye to explain the material, the employee shall so note this in his/her request. All such requests must be submitted to Human Resources on or before November 30, 2000. Human Resources shall then forward the material submitted by each employee to O. William Rye and Company for review and recommendation.

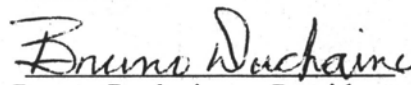
If requested, Mr. Rye will then meet with the individual, the County Administrator and the Chair of the Board's Personnel Committee (or designee) to discuss the employee's request for reclassification and the accompanying materials. Following his review, Mr. Rye will submit his written recommendation to the Board's Personnel Committee. After review of Mr. Rye's recommendation, the Board's Personnel Committee shall forward it's own and Mr. Rye's recommendations to the Board of Commissioners for final action. The Board of Commissioners decision shall not be subject to further appeal and shall be final and binding upon the Employer, the Union, and any employee or employees involved.

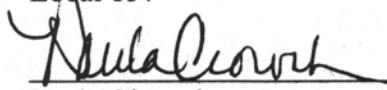
FOR THE EMPLOYER:

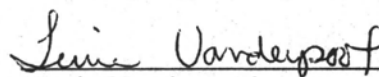

Michael W. LaBeau, Chief Judge

UNION:


Gerald Bantom, UAW Region 1A
Director


Bruno Duchaine, President
Local 157


Paula Cioroch,
Servicing Representative


Terrie Vanderpool,
Committeeperson


Jennifer Kominek,
Committeeperson

Dated: 10/30/2000

