

12/31/95

AGREEMENT

between

37TH CIRCUIT COURT OF MICHIGAN

and

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW, and its Local Union 1294

January 1, 1993 - December 31, 1995

Calhoun County 37th Circuit Court

TABLE OF CONTENTS

RECOGNITION AND REPRESENTATION.....	1
Section 1.1 Bargaining Representative and Bargaining Unit.....	1
Section 1.2 Definitions.....	1
Section 1.3 Collective Bargaining Committee.....	2
Section 1.4 Stewards.....	2
Section 1.5 Identification of Union Representative.....	2
Section 1.6 Representative Duties.....	3
Section 1.7 Union Meetings.....	3
Section 1.8 Visits By Union Representatives.....	3
Section 1.9 Special Conferences.....	4
Section 1.10 Bulletin Boards.....	4
UNION SECURITY.....	5
Section 2.1 Union Membership and Agency Shops.....	5
Section 2.2 Checkoff.....	5
MANAGEMENT RIGHTS.....	6
Section 3.1 Management Rights.....	6
Section 3.2 Policy and Procedures.....	8
Section 3.3 Work by Non-Bargaining Unit Employees.....	8
DISCIPLINE AND DISCHARGE.....	8
Section 4.1 Discipline and Discharge.....	8
GRIEVANCE AND ARBITRATION PROCEDURES.....	9
Section 5.1 Definition of Grievance.....	9
Section 5.2 Grievance Procedure.....	10
Section 5.3 Arbitration.....	11
Section 5.4 Time Limits.....	13
Section 5.5 Time Computation.....	13
Section 5.6 Grievance Resolution.....	13
Section 5.7 Lost Time.....	13
Section 5.8 Limitations and Election of Remedies.....	14
STRIKES AND LOCK-OUTS.....	14
Section 6.1.....	14
SENIORITY.....	15
Section 7.1 Definition of Seniority.....	15
Section 7.2 Definition of Court/County Service.....	15
Section 7.3 Probationary Period.....	16
Section 7.4 Seniority List.....	16
Section 7.5 Superseniority.....	16

Section 7.6	Loss of Seniority.....	16
Section 7.7	Non-Bargaining Unit Employees.....	17
PERSONNEL TRANSACTIONS.....		18
Section 8.1	Posting Procedure.....	18
Section 8.2	Trial Period.....	19
Section 8.3	Rate of Pay Applicable on Permanent Job Transfer.....	19
Section 8.4	Humanitarian Clause.....	19
Section 8.5	Personnel Records.....	20
Section 8.6	Personnel Information.....	20
LAYOFF AND RECALL.....		20
Section 9.1	Layoff and Recall Procedure.....	20
Section 9.2	Notice of Layoff.....	21
Section 9.3	Bumping.....	21
Section 9.4	Notification of Recall.....	21
HOURS OF WORK.....		21
Section 10.1	Standard Work Day.....	21
Section 10.2	Lunch and Break Periods.....	21
Section 10.3	Alternative Work Schedules.....	22
Section 10.4	Overtime.....	22
COMPENSATION.....		23
Section 11.1	Pay Period.....	23
Section 11.2	Payday.....	23
Section 11.3	Wages.....	23
Section 11.4	Premium Pay.....	23
Section 11.5	Longevity.....	23
Section 11.6	Deferred Compensation.....	24
Section 11.7	Deductions from Paychecks.....	24
Section 11.8	Election of Benefit Plan.....	24
LEAVES OF ABSENCE.....		24
Section 12.1	Leaves of Absence.....	24
Section 12.2	Early Returns From Leave.....	25
Section 12.3	Personal Leave.....	25
Section 12.4	Administrative Leave of Absence.....	25
Section 12.5	Bereavement Leave.....	25
Section 12.6	Paid Sick Leave.....	26
Section 12.7	Disability Leave.....	27
Section 12.8	Paid Personal Leave.....	30
Section 12.9	Workers' Compensation Leave.....	31
Section 12.10	Military Leave.....	31
Section 12.11	Jury Duty Leave.....	32

Section 12.12	Court Appearances.....	32
Section 12.13	Educational Leave.....	32
Section 12.14	Public Office Leave.....	32
Section 12.15	Family/Medical Leave.....	32
Section 12.16	Union Leave.....	33
Section 12.17	Requests for Leave.....	33
VACATIONS.....		33
Section 13.1	Vacations.....	33
Section 13.2	Advanced Payment.....	35
HOLIDAYS.....		35
Section 14.1	Holiday Pay.....	35
INSURANCE.....		38
Section 15.1	Group Insurance.....	38
RETIREMENT.....		41
Section 16.1	Retirement Plan.....	41
MISCELLANEOUS.....		43
Section 17.1	Employment Policies.....	43
Section 17.2	Professional Organizations.....	43
Section 17.3	Legal Counsel.....	43
Section 17.4	Indemnification.....	43
Section 17.5	Payment at Death of Employee.....	44
Section 17.6	Safety.....	44
Section 17.7	Personal Vehicles.....	44
Section 17.8	Automobile Insurance.....	44
Section 17.9	Parking, Travel and Court Business Expense.....	44
Section 17.10	Invalidity.....	45
Section 17.11	Tuition Reimbursement.....	45
Section 17.12	Flexible Benefits Plan.....	45
SCOPE OF AGREEMENT.....		46
Section 18.1	Waiver Clause.....	46
DURATION.....		46
Section 19.1	Termination.....	46

ARTICLE I

PREAMBLE

This Agreement is made and entered into effective the 1st day of January, 1993, at Calhoun County, Michigan, by and between the 37th Circuit Court of Michigan (hereinafter referred to as the "Employer"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union 1294 (hereinafter referred to as the "Union").

RECOGNITION AND REPRESENTATION

Section 1.1. Bargaining Representative and Bargaining Unit. The Employer agrees to recognize the Union as the exclusive bargaining representative for all full time and regular part-time employees employed by the Employer; but excluding, all elected officials, the Court Administrator/Friend of the Court, Assistant Administrator/Friend of the Court, referee, confidential employees (including judicial clerk/secretaries), and supervisors as defined in the Act. During the term of this Agreement, the Employer will not recognize any labor organization other than the Union as the representative of any employee in the bargaining unit. Nor will the Employer enter into any agreement with bargaining unit employees individually or collectively which conflicts with the terms of this Agreement.

Section 1.2. Definitions. For purposes of the recognition granted the Union under this Agreement, the parties agree that a full time employee and a regular part-time employee shall be defined as follows:

- (a) Full-Time Employee. A full time employee is defined as an employee who is employed by the Employer on a regular full time basis and whose normal schedule of work usually consists of forty (40) hours per week on a continuous basis.
- (b) Regular Part-Time Employees. A regular part-time employee is defined as an employee who is employed by the Employer on a regular part-time basis and whose normal schedule of work usually consists of less than forty (40)

hours per week on a continuous basis, but generally at least twenty (20) hours per week on a continuous basis.

Section 1.3. Collective Bargaining Committee. The Employer agrees to recognize not more than three (3) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee, who shall also be Stewards, (or in the absence of a Steward, an alternate Committee member) shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. Employee members of the Collective Bargaining Committee will be paid by the Employer for time spent in negotiations or special conferences with the Employer, but only for the straight-time hours they would otherwise have worked on their regular work schedule. For purposes of computing overtime, time paid under this Section shall be deemed to be hours worked.

Section 1.4. Stewards. Bargaining unit employees covered by this Agreement shall be represented by three (3) Stewards and one (1) Alternate Steward, all of whom shall be regular full time employees who have completed their probationary periods. One of the Stewards shall be the Unit Chairperson. It shall be the function of the Steward (or in the absence of the Stewards, the Alternate Steward) to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement. The Employer agrees to compensate the Steward (or the Alternate Steward) at his or her regular straight-time rate of pay, for reasonable amounts of time necessarily lost from his or her regularly scheduled working hours while processing grievances on behalf of other employees through Step 3 of the Grievance Procedure or while participating in Level 3 or Level 4 disciplinary meetings under Section 4.1(B). Processing grievances shall be deemed to include cooperative investigative activities conducted by the Employer and the Union at Steps 1 through 3 of Section 5.2, but shall not include other investigatory meetings or activities. If a Steward abuses the privilege extended herein, the Employer reserves the right to revoke this benefit. Under no circumstances shall the Employer be required to pay more than a total of forty (40) hours pay under this Section during any twelve (12) month period.

Section 1.5. Identification of Union Representative. The Union will furnish the Employer, in writing, with the names of its

Stewards and any alternate Collective Bargaining Committee members who are employed within the collective bargaining unit, and will notify the Employer of any changes that may occur from time to time in such personnel at least one (1) day before the Employer shall have any obligation to recognize and deal with such individual representatives of the Union.

Section 1.6. Representative Duties. The Union agrees that Collective Bargaining Committee members and Stewards (or Alternate Steward) will continue to perform their regularly assigned duties and that their responsibilities as representatives will not be permitted to interfere with those duties or with the normal business of the Employer. If it is necessary for a Steward (or Alternate Steward) to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor to do so. Such permission shall not be unreasonably denied. The Steward (or Alternate Steward) shall report to his immediate supervisor upon returning to regularly assigned duties. Collective Bargaining Committee members and Stewards (or Alternate Stewards) are required to record all time spent performing their functions under this Agreement on a form designated by the Employer.

Section 1.7. Union Meetings. The Employer agrees to provide the Union with a room at a Court facility for purposes of conducting meetings of the bargaining unit. Such room shall be made available on the same basis as enjoyed by other groups or citizens in the County, provided the Union gives adequate notice of its desire to use a room.

Section 1.8. Visits By Union Representatives. The Employer agrees that accredited non-employee representatives of the Union shall have access to the premises of the Employer during regular business hours for reasonable periods of time to conduct Union business related to enforcement of this Agreement or elections of representatives under Sections 1.3 and 1.4, provided that such visits shall not interfere with the Employer's business.

The Union representative should give advance notice of the desired visitation or meeting to the Employer, as soon as possible.

The Employer reserves the right to revoke these visitation rights if they are abused by the Union.

Section 1.9. Special Conferences. Special conferences to discuss important matters may be arranged between the Union and the Employer upon the request of either party.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Conferences shall be held between the hours of 8:00 a.m. and 5:00 p.m., except as mutually agreed otherwise. Conferences may be attended by accredited representatives of either party, which may include the Bargaining Committee, the Court Administrator/ Friend of the Court or Assistant Court Administrator/Friend of the Court, Judges, and/or authorized non-employee representatives. The Union representatives may meet on the Employer's premises for up to one-half (1/2) hour immediately preceding the conference.

It is expressly understood that this special conference provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure; nor shall participation in special conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

Section 1.10. Bulletin Boards. The Employer will provide reasonable space on present bulletin boards which may be used by the Union for posting notices of the following types:

- (a) Notices of Union business, recreational and social events;
- (b) Notices of Union elections and election results;
- (c) Notices of Union meetings and results;
- (d) Official Union communications.

All such materials shall be signed and dated by the responsible Union official. Partisan political materials (including Union election/campaign materials), cartoons or other materials which are derogatory toward the Employer, employees or Union shall not be posted on Union bulletin boards, and the Employer may remove any material which does not comply with this Section.

UNION SECURITY

Section 2.1. Union Membership and Agency Shops. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. As a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Section 1.1 shall, thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after their date of hire, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee (fair share fee) equal to the pro rata share of the costs of negotiating and administering this Agreement, which shall not exceed the Union's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind. The Employer shall not be obligated to enforce this provision in any way which would violate an employee's statutory or constitutional rights. The Union recognizes that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit set forth in the Agreement without regard to whether or not the employee is a member of the Union, or is paying a service fee.

Section 2.2. Checkoff.

A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a representation service fee from the pay of each employee who executes and files with the Employer proper checkoff authorization in a mutually agreeable form which shall be used exclusively and shall be supplied by the Union.

B. A properly executed copy of the written checkoff authorization form for each employee for whom dues, initiation or representation service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made.

Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. Deduction for any calendar month shall be made from the first (1st) full pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or fees. In the event an employee's net earnings are insufficient, such deductions, together with that deduction for the current month, shall be made from the first full pay period of the next following month in which earnings are sufficient. Deductions for any calendar month shall be remitted to the designated representative of the Union not later than the first (1st) day of the following month.

D. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

E. The Union shall notify the Employer in writing of the proper amounts of deductions and any subsequent changes in such amounts.

F. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

G. The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, liability and costs of defending same (including attorneys fees) arising from or relating to this Article or in compliance therewith by the Employer.

MANAGEMENT RIGHTS

Section 3.1. Management Rights.

A. It is understood and agreed that the Employer possesses and retains the sole power, duty, and right to operate and manage its Departments, Agencies and programs, and to carry out all

constitutional, statutory and administrative policy mandates and goals. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate. The exercise of the Employer's discretion, judgment, powers or rights as to any such matters shall not be subject to review or attack through the Grievance Procedure, although nothing herein shall prohibit special conferences on any subject.

Such retained Management Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, procedures and equipment to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish classifications of work; to hire and increase or decrease the size of the work force; to assign, transfer and promote personnel; to maintain order and efficiency and use outside assistance. However, the Union may request that the exercise of such reserved rights be made the subject of a special conference.

B. The Employer also reserves certain additional rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to lay off and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations thereof; to make judgments as to skills and abilities; to establish and change work schedules, and to do other acts, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance Procedure.

C. This Agreement, including its supplements and exhibits attached hereto (if any), concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated, is the exclusive process for affecting terms and conditions of employment and such terms and conditions shall not be addressed under the Special Conference Provision of this Agreement.

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements, and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

All negotiable terms and conditions of employment not covered by this Agreement shall be subject to the sole discretion and control of the Employer.

Section 3.2. Policy and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement. Such rules, regulations, policies, and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., whichever first occurs, and thereafter considered in accordance with the grievance procedure.

Section 3.3. Work by Non-Bargaining Unit Employees. Non-bargaining unit employees may continue to perform such work as was the normal custom prior to the time this Agreement was executed, and in the manner and to the extent as may be determined by the Employer from time to time.

DISCIPLINE AND DISCHARGE

Section 4.1. Discipline and Discharge.

A. The Union and the Employer subscribe to the principles of progressive corrective discipline. The Employer will utilize

counselling, oral warning and/or written reprimands to correct an employee's misconduct or misbehavior, unless the Employer determines that the misconduct or misbehavior calls for a suspension or discharge.

However, the Employer will not use discipline or discharge to circumvent the seniority-based layoff provisions of this Agreement and the Employer will, upon request, inform the Union of the basis for any discipline or discharge.

B. Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems. Level 3 will involve a suspension without pay and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for the most serious problems or for continuing problems after the employee fails to respond to Level 2 or Level 3 discipline. The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report. If requested by the employee, a Steward (or Alternate Steward in the absence of the Steward) may attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. An employee shall be given a copy of any disciplinary report and shall be given an opportunity to sign it before it is placed in the employee's personnel file.

C. Any disciplinary action may be the subject of a grievance.

GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.1. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint or dispute by an employee covered by this Agreement or the Union arising during the term of this Agreement concerning the application and interpretation of a specific provision or provisions of this Agreement as written, provided that nothing in this definition shall prohibit the use of Step 1 of the Grievance Procedure and/ or the special conference provision for discussion and resolution of other problems or disputes.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Verbal Procedure.

(a) Non-Disciplinary Grievances. An employee with a nondisciplinary grievance shall, within five (5) days of the occurrence which gave rise to the grievance or within five (5) days of the date the employee first reasonably should have known of the events which gave rise to the grievance, discuss it with his immediate supervisor with the object of resolving the matter informally. If requested by the employee, the Steward (or Alternate Steward if the Stewards are absent) may be present.

(b) Disciplinary Grievances. An employee with a disciplinary grievance shall discuss it with his or her immediate supervisor with the object of resolving the matter informally. If requested by the employee, the Steward (or Alternate Steward if the Stewards are absent) may be present. A grievance concerning discipline may be initiated within three (3) days after the written disciplinary report is given to the employee.

Step 2. Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth in detail the facts and specific provision or provisions of this Agreement alleged to have been violated, signed by the Steward and the aggrieved employee, and, within five (5) days following the verbal discussion, presented to the Court Administrator/Friend of the Court or his Assistant. The Court Administrator/Friend of the Court or his Assistant shall conduct such discussions and/or investigations as he considers appropriate and place his written disposition and explanation upon the grievance and return it to the Steward or employee within five (5) days after receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by the Union by submitting the grievance to the Chief Judge of the Court within five (5) days following receipt of the Employer's written answer in Step 2. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the representatives of the Employer and the Union. The Employer's representative shall be the Chief Judge of the Court or the Court Administrator/Friend of the Court. The Union's representative(s) shall be the Chairperson of the Bargaining

Committee and/or another Steward. Either party may have non-employee representatives involved if desired. The grievant(s) may be present if requested by either party. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Chief Judge of the Court shall place his written answer on the grievance within ten (10) days after the meeting and return it to the Steward.

Step 4. The Union's International Representative may request mediation by the Michigan Employment Relations Commission of any unresolved grievance subject to this procedure by giving written notice to the Chief Judge of the Court of its intent to do so within five (5) days following receipt of the Employer's Step 3 answer. Thereafter the Chief Judge, or his representative, and a representative designated by the Union, shall confer with the mediator assigned to assist in resolving the dispute. The Steward and/or grievant(s) may be present if requested by either party. At the conclusion of this conference, the Chief Judge, or his representative, shall signify in writing the Employer's final response to the grievance.

Section 5.3. Arbitration.

A. Within ten (10) working days after receipt of the Employer's Step 4 answer, the Union may file a written request that the grievance be submitted to arbitration. The request shall be made by filing the Arbitrator Request Form with the Federal Mediation and Conciliation Service and delivering a copy of the form to the Employer. The grievance may thereafter be submitted to arbitration only by the mutual agreement of the parties. If no written request to arbitrate is filed with the Federal Mediation and Conciliation Service and received by the Employer within the ten (10) working day time limit, the grievance shall be considered settled based on the Employer's last written disposition, and such settlement shall be final and binding.

B. If a grievance is to be submitted to arbitration, the Union shall submit to the Employer, together with its request for arbitration, a list of five (5) arbitrators it considers acceptable. Within five (5) working days thereafter, the Employer shall either accept one of the named arbitrators or submit to the Union a list of five (5) arbitrators it considers acceptable. If the parties are unable to mutually agree on an arbitrator by this method, the arbitrator shall be selected by each party alternately striking a name from a panel of five (5) arbitrators submitted by

the Federal Mediation and Conciliation Service and the remaining name shall serve as the arbitrator. Should either party determine that any panel of arbitrators from the Federal Mediation and Conciliation Service is unsatisfactory, they may reject the panel and request another.

C. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect, either directly or indirectly, nor shall the arbitrator have any power to change any classification wage rate, work loads or performance standards or to rule on any claim arising out of any insurance or pension program under this Agreement or to issue any award or ruling modifying any matter covered by statute, regulation or ordinance, or to consider any statute or laws or other extra-contract agreements not specifically incorporated in this Agreement, or to decide any claim which could be asserted as a violation of any employment discrimination statute, law, or regulation. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided by the arbitrator. It is expressly understood and agreed that the arbitrator shall not issue any award or fashion any remedy which in any way, directly or indirectly, alters or amends the Employer's exercise of its management's rights as specified in Section 3.1(A), or which is in any way inconsistent with the Employer's exercise of such rights. Any award of the arbitrator shall not be retroactive to more than twenty-one (21) calendar days prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees; however, the Employer and the Union reserve the right to challenge an arbitrator's award which exceeds the arbitrator's jurisdiction, authority or powers to any degree, or which may be otherwise unenforceable.

D. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing to return to work after the employee's testimony is completed.

E. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives, including

pay for all working time lost during an employee's regularly scheduled shift. In no event shall one party be responsible for bearing the costs and expenses of the other party's witnesses and representatives, including pay for all working time lost during the employee's regular scheduled shift. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be paid by the Union if the grievance is denied, paid by the Employer if the grievance is granted, or shared equally by the parties if the grievance is sustained in part or denied in part.

Section 5.4. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition, and such settlement shall be final and binding. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. Time limits may be extended by written, mutual agreement of the parties.

Section 5.5. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure, except where time limits are specifically described as "calendar days".

Section 5.6. Grievance Resolution. All grievances which are resolved to the satisfaction of the Employer and the Union at any step of the Grievance Procedure shall be final and binding upon the parties and there shall be no further appeal by the Union, the Employer or the employees concerned.

The satisfactory settlement of all grievances shall be reduced to writing, written on or attached to each copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be precedent as to any subsequent grievance.

Section 5.7. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while processing a grievance through Step 1 of the Grievance Procedure, provided, however, the Employer, through the

Chief Judge, reserves the right to revoke this benefit if the Employer believes the benefit is being abused, and provided further that all grievances appealed to Step 2 of the of the Grievance Procedure shall be reduced to writing on an employee's non-working time. Lost time shall be compensated at the employee's straight time regular rate of pay.

Except as to individual grievance settlements permitted at Step 1, the Union shall be the exclusive representative of the interests of all employees covered by this Agreement, and only the Union shall have the right to raise or advance any claim against the Employer asserting any violation of this Agreement.

Section 5.8. Limitations and Election of Remedies. By submitting a dispute to arbitration, an employee waives and releases any and all other claims the employee may have against the Employer or its agents arising from or relating to the transaction or events giving rise to the grievance, and no such claim shall be prosecuted with any administrative agency or court except as to enforcement of the arbitration award. By submitting any claim or charge to an administrative agency, the employee waives and releases any and all waivable claims the employee may have against the Employer or its agents arising from or relating to the transaction or events giving rise to the claim or charge, and except as to enforcement of the decision or order of the administration agency. Any charge or claim submitted to an administrative agency must be filed within sixty (60) calendar days after the occurrence of the transaction or events giving rise to the charge or claim, or it shall be deemed time barred regardless of the terms of any contrary statute of limitations. The scope of this section shall be limited to employment-related matters.

STRIKES AND LOCK-OUTS

Section 6.1.

A. No Strike Pledge. The Union agrees during the life of this Agreement, that neither it nor its officers, representatives, members or employees it represents shall, for any reason whatsoever, including a labor dispute between the Employer and any other labor organization, directly or indirectly call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from

work, or abstain in whole or in part from the full, faithful, and proper performance of their duties. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Court.

When the Employer notifies the Union by certified mail that any of the employees in the bargaining unit are engaged in any such strike activity, the Union shall immediately inform such employees that strikes are in violation of this Agreement.

B. No Lock-out. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, or condone, or take part in, any lock-out, during the life of this Agreement.

SENIORITY

Section 7.1. Definition of Seniority. Seniority shall be defined as the length of continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he commenced work. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.2. Definition of Court/County Service. Court/County Service shall be defined as the employee's seniority plus credit for certain prior employment. If there was no interruption between employment by Calhoun County and the employment by the Employer, the employee shall receive credit for such prior County employment upon successful completion of the required probationary period. If there was an interruption, credit for prior employment with Calhoun County and/or the Employer shall be given after the employee has acquired three (3) years of seniority with the Employer. The application of such total Court/County Service shall be limited to the calculation of longevity and vacation benefits only. Court/County Service shall not be applied for any other purposes, such as seniority or determination of wages under Appendix A.

Section 7.3. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the Employer, after which the employee's seniority shall be retroactive to his last date of hire. Until an employee has completed his probationary period, he may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. If a probationary employee's performance has not been satisfactory to the Employer, the Chief Judge may extend the probationary period for a period not to exceed an additional three (3) months, by giving written notice to the employee and the Union, setting forth the specific areas of deficiencies to be corrected during the extension of the probationary period.

This provision is adopted with the understanding that any current employee as of May 17, 1993, will not have his/her probation period extended because of this modification.

Section 7.4. Seniority List. An up-to-date seniority list for the bargaining unit shall be furnished to the Union by the Employer every six (6) months and a copy shall be posted at each Court location.

Section 7.5. Superseniority. Notwithstanding their position on the seniority list, each Steward, for the period for which they hold office, shall be the last Bargaining Unit employee laid off from and the first Bargaining Unit employee recalled to the Employer's facility to which the employee is regularly assigned, provided they have the experience, ability and training to properly and efficiently perform the required work. The Union agrees that this Section shall not be abused to avert potential layoff.

Section 7.6. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged.

- (c) If the employee is absent from work for three (3) consecutive working days without properly notifying the Employer, unless giving of notice is impossible due to circumstances beyond the employee's control.
- (d) If the employee fails to report to work within three (3) working days following notification of recall.
- (e) If the employee fails to return on the required date following a leave of absence or vacation, unless such return is impossible due to circumstances beyond the employee's control.
- (f) If the employee is on layoff status consecutively for a period of two (2) years or the employee's length of seniority at the commencement of layoff, whichever is the lesser; provided the employee's seniority and employment relationship shall terminate immediately if, during the twelfth and/or eighteenth month of such layoff, the Employer mails a written inquiry asking if the employee wishes to retain seniority rights and the employee fails to deliver an affirmative written response to the Employer within fourteen (14) days after the date of mailing of the Employer's inquiry.
- (g) If the employee is on leave of absence (other than military leave) consecutively for a period of one (1) year or the length of the employee's seniority at the commencement of the leave, whichever is the lesser. A return to work of less than thirty (30) calendar days between periods of absence shall be deemed to make such periods part of a single consecutive leave.
- (h) If the employee uses a leave of absence for any purpose other than that for which it was granted.
- (i) If the employee intentionally falsifies the employee's application for employment, application for leave of absence, or any other form, record or document used by the Employer.

Section 7.7. Non-Bargaining Unit Employees. An employee who is or has been transferred to a position outside the bargaining unit shall, during the time the employee holds the non-bargaining unit position, retain but not accrue additional seniority credit for all

time spent in the service of the Employer prior to execution of this Agreement and for all time as a bargaining unit employee after execution of this Agreement. The Employer shall, in its sole discretion, determine wages, hours, and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or transferred into the bargaining unit. Employees transferred into the bargaining unit may exercise their seniority to obtain work in the bargaining unit and any of the preferences or benefits provided by this Agreement.

PERSONNEL TRANSACTIONS

Section 8.1. Posting Procedure. When it is necessary to fill a new, regular job classification or a regular vacancy in an existing job classification within the bargaining unit, notice of such regular job or vacancy, along with a statement of appropriate qualifications required for the performance of the job, shall be posted in a conspicuous location within each Court facility for a period of five (5) regularly scheduled working days. During this time employees may apply for such job or vacancy by presenting to the Employer a written, signed notification of their desire to so apply. In filling the job or vacancy, between equally qualified applicants who possess the appropriate qualifications, a preference will be given to current employees of the Court. Among bargaining unit employees who are equally qualified (considering merit, capacity and ability), a preference will be given to the employee with the greater seniority. This procedure shall not be required with respect to lateral moves or changes in work schedules, employee status, etc.

At least once per contract year during the term of this Agreement, the Employer will give employees an opportunity to submit written requests to be considered for lateral job moves to fill future vacancies/job openings within the employee's current classification. Such written expressions of interest will be considered by the Employer in determining job assignments, posting of vacancies, etc. It is understood and agreed, however, that no employee shall have a right to such lateral transfer, change in job assignment, or change in work schedule, on the basis of seniority or otherwise, and the Employer shall continue to have the right and discretion to assign employees within each classification.

Section 8.2. Trial Period. Any employee transferred to a new job will have a trial period of not more than sixty (60) working days in which to qualify. At the end of such time the employee must have achieved normal efficiency. Employees who have so qualified after the sixty (60) day trial period may not bid on any other job opening for a period of six (6) months from the date of qualification. If the Employer or the employee determines that the employee cannot qualify within such stated time, the employee shall be returned to their previous position, without prejudice. In the event of such a return to former classification, the Employer may also return to their former classifications other employees transferred as a result of the original transfer.

Section 8.3. Rate of Pay Applicable on Permanent Job Transfers. An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is lower than or the same as the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new job classification pay range at the pay rate step which coincides with the pay rate the employee was at in the employee's former job classification. Thereafter, the employee shall progress within the established pay range in accordance with the procedures established under this Agreement.

An employee who, due to a permanent job transfer, is in a different job classification which has an established pay range which is higher than the established pay range in the employee's former job classification shall receive the regular straight-time rate of pay in the new classification pay range at the pay rate step that will increase the employee's wage by at least ten (10¢) cents per hour. Thereafter, the employee shall progress in pay rate within the established pay range in accordance with the procedures established under this Agreement.

Section 8.4. Humanitarian Clause. Should a non-probationary employee covered by this Agreement become physically or mentally handicapped to the extent that the employee is unable to fully perform the duties of the employee's regular job, the Court will make an effort to place the employee in a position which the employee is physically and mentally able to perform. The Court's obligations hereunder shall be limited to offering available, open positions and the Court shall be afforded reasonable time to place the affected employee. An affected employee shall have no right to bump another employee. An employee temporarily assigned hereunder

shall be paid at the employee's regular rate. After sixty (60) calendar days in such temporary assignment, or if the assignment is indefinite, the employee shall be entitled only to the wages, hours and other terms and conditions applicable to the new position.

Section 8.5. Personnel Records. All personnel files and records will be kept by the Employer or its designee. Information in personnel files will be released to others only upon signed authorization of the affected employee or as otherwise provided by law. The Employer's designee will be responsible for documenting all the necessary information required by law for filing Equal Employment Opportunity Reports. The employee will be given a copy of any commendation, evaluation, or disciplinary action forms, or records concerning promotions, transfers or demotions, when such documents are placed in the employee's personnel file. The employee may inspect his/her personal file at reasonable times. If an employee disagrees with any information contained in the personnel file, the employee may file a written request that the information be corrected or removed. If the Employer denies the request, the employee may file a written statement of correction or explanation of up to five (5) pages, which will be added to the personnel file and shall remain there so long as the complained of information remains in the file.

Section 8.6. Personnel Information. It shall be the responsibility of each employee to notify the Employer, in writing, of any change of address or telephone number. The employee's address and telephone number as they appear on the Employer's record shall be conclusive.

LAYOFF AND RECALL

Section 9.1. Layoff and Recall Procedure. In the event of a reduction in personnel, the Employer agrees to lay off the employee(s) in the classification(s) affected in the inverse order of seniority (probationary employees first), provided the remaining senior employees have the experience, ability and training to properly and efficiently perform the required work. Recall to work shall be in reverse order of layoff, provided that the Employer shall not be required to recall an employee in this order if the Employer determines that the employee does not have the experience, ability and training to properly and efficiently perform the

required work. Upon recall, an employee must return to his/her former classification.

Section 9.2. Notice of Layoff. If possible, the Employer shall give two (2) weeks notice in advance of a layoff. Such notice shall indicate the name(s) of the affected employee(s) and the employees' last scheduled date of work. The notice will be given to the affected employee(s), with a copy to the Union. The exercise of bumping or other rights under this Agreement shall not delay the effective date of a layoff.

Section 9.3. Bumping. An employee scheduled for a layoff of more than thirty (30) days may, within two (2) workdays after notice of layoff, file with the Court Administrator a written request to bump the least senior employee in a classification which has equal or lower pay rates, provided the requesting employee has greater seniority and has the experience, ability and training to properly and efficiently perform the required work. Such a request is subject to the approval of the Chief Judge. An employee displaced through bumping shall also have two (2) workdays within which to exercise rights under this Section.

An employee who bumps into another classification shall be paid at that classification rate at the same step as the employee was receiving in the employee's former classification.

Section 9.4. Notification of Recall. Notification of recall from layoff shall be sent by certified mail to the employee's last known address. Employees who decline recall or who, in the absence of extenuating circumstances beyond their control, fail to respond within three (3) working days following receipt of notification shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

HOURS OF WORK

Section 10.1. Standard Work Day. The standard work day for full-time employees is eight (8) hours per day, weekdays. The standard work week is forty (40) hours per week, Friday through Thursday.

Section 10.2. Lunch and Break Periods.

A. Employees will be allowed a one (1) hour lunch break without pay at or near the midpoint of the scheduled day.

B. Employees shall be entitled to a fifteen (15) minute paid break period during the first half of their work day and a fifteen (15) minute paid break period during the second half of their day. Employees may not leave the Employer's premises during such breaks.

C. All break periods shall be scheduled by each employee's immediate supervisor so as not to interfere with prompt and efficient service to the Employer and the public.

Section 10.3. Alternative Work Schedules. Employees may, if agreeable to the Employer, perform work on schedules which differ from the Employer's regular office hours. Under any such alternate work schedule, the employee may start the work day no earlier than 7:00 a. m. and may not continue to work beyond 6:00 p. m., and the employee must work from 9:00 to 11:00 a. m. and 2:00 to 3:30 p. m. No alternative work schedule will be approved if it includes work on Saturday, Sunday or holidays, or if it does not include paid breaks at approximate mid-point of morning and afternoon work periods, or if it does not include a lunch period of at least twenty (20) minutes. The Employer reserves the right to revoke any alternative work schedule for any reason, including unacceptable job performance or productivity or abuse of the alternative work schedule benefit. The Employer may, for good cause shown, allow an employee to flex a schedule on a one-day interval, subject to the requirements set forth above.

Section 10.4. Overtime. The Employer reserves the right to require employees to work reasonable amounts of overtime in a manner which is most advantageous to the Court and its service of the public interest. All overtime assignments must be approved in advance by an authorized supervisor or official of the Employer. Notice of scheduled overtime must be given to employees required to work such overtime at least twenty-four (24) hours in advance, if possible. While economy, efficiency, and safety of operations will generally be the controlling factors in scheduling work on holidays and weekends, the Employer will consider employees' stated preferences in scheduling such work.

COMPENSATION

Section 11.1. Pay Period. The basic pay period for every employee shall be bi-weekly and shall consist of ten (10) work days beginning on Friday. Within the pay period, there are two (2) work weeks beginning on the first and second Friday within the pay period.

Section 11.2. Payday. Paydays shall be every other Thursday, unless those days fall on a holiday wherein it would be the previous working day.

Section 11.3. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A.

Section 11.4. Premium Pay. Employees shall be paid one and one-half (1-1/2) times their regular straight time rate for all hours actually worked in excess of forty (40) hours per week or, by agreement of the Employer and the employee, shall receive compensatory time in the amount of one and one-half (1-1/2) times the hours actually worked in excess of forty (40) hours per week which shall be paid or taken not later than the end of the bi-weekly payroll period during which it is earned. Employees shall, in addition to holiday pay, be paid their regular straight time rate for hours actually worked on a holiday recognized under this Agreement. Premiums shall not be added to regular straight time hourly rates for overtime calculations; neither shall there be pyramiding of premium hours. Hours paid but not worked shall not be considered hours actually worked.

Section 11.5. Longevity. Full-time employees covered by this Agreement shall be paid a longevity bonus, determined on the employee's anniversary date of hire each year, based upon the employee's Court/County service. A regular full-time employee who has completed a minimum of five (5) years of Court/County Service shall receive longevity benefits calculated on the basis of Forty Dollars (\$40.00) for each full year of such service, up to the maximum payment of One Thousand Dollars (\$1,000.00). Employees who are entitled to a longevity bonus but have actually worked less than 1,800 hours during the year immediately preceding the anniversary date of hire shall be paid a pro rata longevity bonus

at the percentage rate applicable under Section 13.1(B). There shall be no pro rata longevity payments upon an employee's termination for any reason whatsoever. Longevity payments shall be made on the first paycheck on or after the employee's anniversary date of hire.

Employees who, as of May 1, 1987, were receiving a longevity benefit greater than that which would be payable under the foregoing provision, shall be "grandfathered" and shall continue to receive that higher benefit until expiration of this Agreement or until such time as they become entitled to an increase in benefit pursuant to the foregoing provision, whichever first occurs.

Section 11.6. Deferred Compensation. Employees shall be permitted to continue to participate in the Kemper deferred compensation program, provided it continues to be available without cost to the Employer.

Section 11.7. Deductions from Paychecks. The Employer may correct any erroneous overpayment of compensation or improper advances or reimbursements, by deduction from an affected employee's paycheck(s), provided the first such deduction occurs within sixty (60) days after the erroneous or improper payment occurs. Nothing contained in this provision shall be construed as a waiver or limitation of the Employer's right to pursue legal remedies to recover debts or obligations from employees.

Section 11.8. Election of Benefit Plan. On or before each employee's next anniversary date following June 30, 1993, the employee may elect in writing to participate in Benefit Plan A or Benefit Plan B for the duration of this Agreement. Employees who fail to make such an election and deliver it to the Administrative Services Manager prior to the employee's anniversary date and all employees hired on or after July 1, 1993, shall be deemed to have elected Plan A. The election shall be irrevocable for the life of the Agreement.

LEAVES OF ABSENCE

Section 12.1. Leaves of Absence.

(a). Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, vacation, holidays, longevity bonus, insurance coverage, etc.) shall not accumulate or accrue during any leave of absence, except as expressly provided in this Agreement. Seniority shall continue to accrue during any leave of absence except as otherwise provided in this Agreement. All accrued benefits shall be frozen at the beginning of a leave of absence and shall be available upon return.

(b). While an employee is on an approved leave of absence under Section 12.5, 12.6, 12.8, 12.10(b), 12.11, 12.15, or is on an approved leave of absence under Section 12.7 and is receiving benefits under Section 15.1(e), the Employer's obligations to pay insurance premiums under Section 5.1 shall remain in effect.

Section 12.2. Early Returns From Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this Agreement unless the employee gives a written notice to the Employer of a desire to return to work prior to the expiration of the leave. If such notice is given, the employee will be assigned to work as soon as possible, but no later than two (2) weeks following the receipt of such notice, seniority permitting.

Section 12.3. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the Employer, without pay or benefits, not to exceed one (1) year in duration. Personal leave shall be used in increments of at least one (1) day.

Section 12.4. Administrative Leave of Absence. The Employer may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence, with pay, where such leave would benefit the employee or the Employer.

Section 12.5. Bereavement Leave. The Court may grant bereavement

leave with full pay up to a maximum of forty (40) hours in a 12 month period. Such leave shall not be accruable.

Upon a death occurring in an employee's immediate family, the employee will be excused from work with pay for a total of up to 40 hours. Additional days taken will be charged against other accrued leave time.

The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

Immediate family shall be interpreted as including a spouse, child, parents, grandparents, sister or brother, and step-relatives and in-laws of the same degree.

The Court may grant special funeral leave to employees at its discretion.

Section 12.6. Paid Sick Leave. Full-time employees shall earn and be granted paid sick leave in accordance with the following conditions:

- (a) Full time employees who elect Benefit Plan A shall have no further accrual of paid sick leave after July 1, 1993. Full time employees who elect Benefit Plan B shall earn and be credited with one hundred (104) hours of sick leave credit on their anniversary date of hire each year.

- (b) Earned and accrued paid sick leave shall be granted in increments of not less than one (1) hour in an amount not exceeding an employee's earned and accrued sick leave credits (including any amounts previously banked) when it is established to the satisfaction of the Employer or a qualified physician selected by the Employer that, after taking into account all reasonable accommodations that could be made, an employee is disabled from safely performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform, because of illness, injury, and/or pregnancy. Such leave shall be taken and exhausted prior to a leave granted under Section 12.7 or 12.15. No sick leave shall be granted for minor ailments which would not affect the safety of an employee or of other persons or of property, while performing essential functions of the employee's job. Earned and accrued paid sick leave may be granted in increments of not less than one (1) hour when it is

established to the satisfaction of the Employer or a qualified physician selected by the Employer that an employee has a medical necessity for physical therapy to be administered by a registered physical therapist and that such therapy is not available from a qualified provider except during the employee's scheduled working time, and the Employer is unwilling or unable to offer the employee an alternative work schedule or make-up work opportunities to cover the required time away from work.

- (c) Employees must report the need for sick leave to their supervisors as soon as possible and the Employer may, as a condition of payment, require documentation from the employee's treating physician setting forth the information described in Section 12.7, for any employee who is absent due to sickness or accident for three (3) consecutive days or when the claim for sick leave pay is for the day before or the day after an employee's vacation period or one of the holidays observed by the Employer, or where the employee has used more than 48 hours of paid sick leave within the prior 12 months, or where the Employer suspects that an employee is abusing the paid sick leave benefit. Falsification of medical documentation or abuse of paid sick leave benefits are grounds for discipline, up to and including discharge.
- (d) An employee who resigns or retires after providing at least thirty (30) days prior written notice to the Court Administrator, or the estate of any such employee who dies while actively employed, shall be paid the cash equivalent of any unused accumulated sick leave credits at the employee's current straight-time hourly rate to a maximum of 176 hours, provided, however, employees with less than five (5) years of seniority at termination shall not be paid more than their accumulated hours as of January, 1990. Such payment shall not be considered in computing any retirement benefits provided under this Agreement or otherwise.
- (e) Return to work shall be governed by the provisions contained in Section 12.7 (Disability Leave).

Section 12.7. Disability Leave.

- (a) A leave of absence without pay for disability due to

injury, illness, and/or pregnancy will be granted to employees with seniority for up to fifty-two (52) weeks upon proper application, subject to the Employer's right to require satisfactory medical documentation of disability, provided the employee has first taken and exhausted all accrued benefits under Section 12.6 and Section 12.8. The Employer may require, at reasonable times, as a condition of continuing a leave under this Section, satisfactory medical documentation of continuing disability. In situations where the employee's performance or behavior raises a question as to possible disability, the Employer may require a medical examination and, if appropriate, require the employee to take a leave of absence under this Section. Employees are required to notify the Employer in writing of any condition which will require a leave of absence under this Section, together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as practicable after the employee is first aware the condition will require a leave, or the employee shall be deemed to have waived any right to re-instatement or re-employment at the conclusion of such leave. Employees who are anticipating a leave of absence under this Section may be required to present satisfactory medical documentation that they are not disabled from the safe performance of their job duties, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a leave of absence under this Section must present satisfactory medical documentation that the employee is able, with or without reasonable accommodation, to perform the essential functions of the employee's job. In cases of leaves lasting more than ninety (90) days, the Employer will have two (2) weeks within which to reinstate and place the employee in accordance with the seniority provisions of this Agreement.

(b) Satisfactory medical documentation of disability requires that the employee must submit a completed disability benefit claim form and establish to the satisfaction of the Employer or a qualified physician selected by the Employer that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. Upon request, the employee must provide to the Employer documentation from the employee's treating physician setting forth the diagnosis; the date on which the injury/condition commenced; a detailed description of why the injury/condition totally disables the employee from performing the essential functions of the

employee's job or any other job offered (including identification of the functions which cannot be performed, and an explanation of any and all accommodations that might enable the employee to perform such functions); a description of the course of treatment/therapy (including an explanation of any necessity for an intermittent leave of absence or a reduced leave schedule); a statement of prognosis; and the anticipated return to work date.

(c) By requesting a leave of absence under this Section, the employee agrees to release and make available to one or more qualified physicians selected by the Employer all relevant medical records, test data and reports relating in any way to the claimed disability and, upon request, agrees to submit to such medical examination(s) as may be directed by the Employer's physician(s) and to authorize the Employer's physician(s) to release to the Employer the report(s) described in this Section. A leave request under this Section will be denied if the employee fails or refuses to timely fulfill any obligations under this Section upon request. After reviewing all information, documentation and evidence presented by the employee, the Employer's physician shall issue a written opinion and report indicating whether or not, after taking into account all reasonable accommodations that could be made, the employee is totally disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. Such opinion and report shall include a diagnosis, and a detailed description of why the injury/condition does or does not totally disable the employee from performing the essential functions of the employee's job (including identification of the functions which cannot be performed, and an explanation of any and all accommodations that might enable the employee to perform such functions).

(d) In the event of a disagreement between the employee's treating physician and a qualified physician selected by the Employer concerning an employee's alleged disability, the Union and the Employer shall mutually agree upon a third physician who shall render an opinion report in accordance with the preceding paragraph, which opinion and report shall be controlling and not subject to review under the grievance and arbitration procedures.

(e) The fees of the qualified physician selected by the Employer shall be paid by the Employer, and the fees of any mutually agreed upon third physician shall be shared by the Union and the Employer.

(f) If, through no fault of the employee, the employee's physician fails or refuses to promptly provide medical documentation requested under subsection (b) of this Section, the employee may, within fifteen (15) days of the start of the alleged disability elect to request that all disability issues be decided under the procedure in subsection (c) and without proceeding under subsection (d). In such case, the opinion and report issued by the physician selected by the Employer shall be given retroactive effect and shall be final and binding on the employee, the Employer and the Union for all purposes.

Section 12.8. Paid Personal Leave. Effective July 1, 1993, on the anniversary date of employment of each full-time employee who elects Benefit Plan A, the Employer will credit the employee with forty-eight (48) hours of paid personal time. A non-probationary full-time employee who elects Benefit Plan B may elect to take up to two (2) days off without loss of pay each calendar year as paid personal leave, provided the employee has sufficient accumulated paid sick leave against which to charge the paid personal leave. Any request to use paid personal time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required notice. Requests for non-emergency use of paid personal time may be denied if the absence of the employee would unreasonably interfere with the services to be performed. Illness, injury and emergency use of paid personal time is conditional upon the employee providing a written statement documenting that giving required advance notice was impossible. Use of paid personal time shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work. Nor will use of paid personal leave which is not authorized in advance insulate an employee from disciplinary action.

Paid personal time shall be paid at the employee's regular straight time hourly rate, exclusive of premiums, in effect at the time that the paid personal time is used. Paid personal time may not accumulate or be carried over to subsequent years, except that a Plan A employee may carry over sixteen (16) hours of paid personal time earned after July, 1993, into the next year from any anniversary year in which the employee has used not more than sixteen (16) hours of paid personal time. Paid personal time may not be used in advance of the date on which it is credited. Paid personal time which is unused as of termination of employment for

any reason shall automatically lapse and not be paid for. Paid personal time must be used in increments of not less than one (1) hour.

Section 12.9. Workers' Compensation Leave. An employee shall be granted a workers' compensation leave in the event of becoming entitled to receive workers' compensation benefits due to being disabled through job-related illness or injury arising out of employment by the Employer. In such cases, the Employer shall pay a salary supplement equal to the difference between workers' compensation benefits and the employee's regular weekly salary determined in such a manner that the combined amounts do not exceed the employee's regular "take home" pay. The Employer's obligation to pay such supplement shall not begin until the employee has exhausted all paid sick leave benefits (by using the same as supplements to workers' compensation), and shall continue for not more than ninety (90) calendar days. The Employer shall have no obligation to pay such supplement unless the employee has timely filed required incident report forms concerning the disability, illness or injury. In addition, the Employer shall pay the premium on the employee's health and life insurance policies until such supplement ends.

Section 12.10. Military Leave.

(a) Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement to employment as required by applicable provisions of Act 263, Public Acts of 1951, and any other applicable statutes then effective.

(b) Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference between his regular pay and his military pay, for the time which would have been regularly worked, to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the employee whole.

Section 12.11. Jury Duty Leave. A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.

Section 12.12. Court Appearances. Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

Section 12.13. Educational Leave. An employee with seniority may be granted a leave of absence without pay to attend a full-time course of study for purposes of obtaining additional education or training which will be beneficial to the employee and the Employer. Employees' work schedules may be altered to accommodate attendance at educational or training courses requested by the employee. Seniority and other benefits shall be frozen and shall not accrue during an educational leave of absence.

Section 12.14. Public Office Leave. A leave of absence without pay may be granted to an employee with at least one (1) year of seniority, for purposes of seeking or filling an elective or appointive public office, provided the employee's activities do not violate applicable law or ethical standards. Such a leave will not ordinarily be granted where filling the office constitutes a full-time, paid job. Seniority and other benefits shall be frozen and shall not accumulate during the period of any such leave.

Section 12.15. Family/Medical Leave. A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical Leave Act of 1993, provided the employee must substitute all available accrued paid leave of absence and paid vacation for leave which would otherwise be unpaid under the Act.

The employee shall provide the Employer with timely notice and with such health care provider certifications as an employer may require under the Act. An employee who fails to provide such notice and certification at the earliest practicable time shall be deemed to have waived any and all rights under this Section and under the Act. An authorized leave under this Section shall automatically terminate at the end of any work week during which the employee fails to maintain contact as required. Return to work shall be governed by the provisions of Section 12.7. An employee who fails to return to work at the conclusion of a leave under this Section shall reimburse the Employer for group insurance premiums and costs paid by the Employer under Section 12.1(b) for the period of such leave, as permitted under the Act.

Section 12.16. Union Leave. An employee with seniority may be granted a leave of absence without pay to attend a Union educational or training meeting or conference which will be beneficial to the Bargaining Unit. Such a leave shall not be requested or taken for purposes of engaging in political activity, organizing activity, or general business activity of the Union. Requests for leave under this Section must be filed by the Union with the Court Administrator at least thirty (30) days in advance and shall not be unreasonably denied. The Employer shall have no obligation to grant requests for leaves under this Section which would total more than forty (40) hours for the bargaining unit during any twelve (12) month period or which would cause more than one employee at a time to be on leave under this Section.

Section 12.17. Requests for Leave. Written requests for leave of absence shall be approved or denied within five (5) work days after they are received by the Employer. Leave requests which are not supported by required documentation will be denied, but may at the Employer's option be considered requests for leave under other applicable sections.

VACATIONS

Section 13.1. Vacations.

A. All full-time employees included within the bargaining unit who have the required Court/County Service and are employed by

the Employer on their anniversary date of hire each year and who satisfy the work requirements set forth below shall be granted a vacation with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Hours of Pay</u>	<u>Time Off</u>
1 Year	80	2 Weeks
5 Years	120	3 Weeks
10 Years	160	4 Weeks
15+ Years	200	5 Weeks

Vacation pay will be computed at the straight-time regular rate of pay, exclusive of all premiums, which the employee is earning at the time of commencing the vacation leave.

B. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the one (1) year period immediately preceding the employee's anniversary date of hire a total of at least one thousand eight hundred (1,800) hours. For purposes of this Section, hours worked shall include hours actually worked plus hours paid but not worked due to vacation, holidays, and personal days. Should any employee fail to qualify for the full vacation benefits solely because of the requirement as to hours worked, the employee shall receive a percentage of the specified vacation benefits on the basis of hours worked in accordance with the following schedule, provided the employee worked a minimum of eight hundred (800) hours:

<u>Number of Hours</u>	<u>Percentage of Vacation Benefits</u>
800 - 899	30%
900 - 1049	40%
1050 - 1199	50%
1200 - 1349	60%
1350 - 1499	70%
1500 - 1649	80%
1650 - 1799	90%

C. Vacation scheduling shall be determined on a first come-first served basis, except that requests for vacation time off in blocks of at least one week shall take precedence over requests for vacation time for a shorter period. Conflict in vacation requests shall be resolved by giving preference to the employee with the

greatest seniority, provided the vacation requests are submitted on the same work day. Consideration of employee preference in scheduling vacations shall be given when possible and practical, but vacation scheduling shall be at the discretion of the Employer with primary consideration given to the requirements of the Employer. An employee whose vacation scheduling request is denied shall be informed of the reason for such denial by the Employer. Vacation leaves may be taken one day at a time only upon prior approval of the Employer.

D. On an employee's anniversary date of employment unused vacation credits up to a maximum of 200 hours may be carried forward into the following vacation years, provided that, with the approval of the Employer and notice to the Employer's payroll officer, actual accrued hours beyond the maximum 200 may be carried forward beyond the employee's anniversary for a maximum of ninety (90) days.

E. There shall be no pro rata vacation benefit payment upon an employee's termination for disciplinary reasons, or voluntary termination without two (2) weeks written notice to the Court Administrator/Friend of the Court, or termination during the probationary period. In other terminations, the vacation benefit will be computed and paid on the same basis as outlined in Paragraph B above.

F. No vacation shall be granted prior to earning vacation credits.

Section 13.2. Advanced Payment. If a payday occurs during an employee's scheduled vacation, the employee may request his pay in advance by notifying the Employer at least two (2) weeks prior to the last payday before the employee's scheduled vacation. The employee will receive the advanced payment on the last payday prior to the start of the vacation and will receive payment in a separate check so as to avoid excessive withholding of state and federal taxes.

HOLIDAYS

Section 14.1. Holiday Pay.

(a) Employees will be paid for hours they would otherwise have been scheduled to work, at their regular straight-time hourly

rate, for the following holidays:

New Year's Day (January 1)

Martin Luther King's Birthday (third Monday in January)

President's Day (Third Monday in February)

Good Friday afternoon

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Friday after Thanksgiving

Christmas Day (December 25)

Two (2) "floating holidays" to be designated by mutual agreement.

If the parties are unable to agree on scheduling floating holidays, such holidays shall be considered as personal holiday leave time for the year in which there is no agreement and full-time employees shall thereby become entitled to two (2) eight (8) hour days of holiday leave time in lieu of floating holidays. One such day must normally be used in the first six (6) calendar months of the year, and the other during the last six (6) calendar months of the year or an employee may elect to take both floating holidays during the last six (6) months of the calendar year. In no case will an employee be permitted to take both eight (8) hour floating holidays during the first six (6) months of the calendar year. Each part-time employee who has been employed at least six (6) months shall be granted one (1) floating eight (8) hour holiday which may be taken at any time during the calendar year unless otherwise scheduled. Such leave time shall not be chargeable to any other paid leave time. Scheduling of personal holiday leave shall be by mutual agreement of the employee and Employer reached before the leave is taken.

(b) It is understood between the parties that employees will be paid holiday pay provided they meet the following eligibility rules, unless otherwise provided herein:

- (1) The employee has completed 520 hours of work as of the date of each of the specified holidays.
- (2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- (3) The employee must have worked or have been on an approved leave under Section 12.4, Section 12.5, Section 12.8, Section 12.11, Section 12.12, or Section 12.16 on the last scheduled work day prior and the next scheduled work day after each specified holiday within the employee's scheduled work week.
- (4) An employee who, due solely to circumstances entirely beyond the employee's control, is tardy less than one (1) hour on either the last scheduled workday prior to or the next scheduled workday after a specified holiday shall not be disqualified from receiving holiday pay because of such tardiness, but the employee's holiday pay shall be reduced by an amount corresponding to the tardiness.
- (5) A suspension without pay (Level 3 discipline) on the last scheduled work day prior or the next scheduled work day after a recognized holiday will not disqualify an employee from holiday pay unless the employee is on suspension without pay on the holiday.

(c) When one of the above holidays falls within an eligible employee's approved vacation period and they are absent from work during their regularly scheduled work week because of such vacation, they shall be paid for such holiday, or take an additional equal day in its place.

(d) Employees who work any of the above holidays shall receive full holiday pay, in addition to the premium payable in accordance with other provisions of this Agreement.

(e) Employees who have accepted such holiday work assignments and then fail to report for or perform such work, without reasonable cause, shall not receive holiday pay.

(f) When a holiday falls on a Saturday, the Courts will be closed on the preceding Friday. If the holiday is on a Sunday, the Courts will be closed the following Monday.

INSURANCE

Section 15.1. Group Insurance. During the term of this Agreement, the Employer shall pay the premiums and other costs of acquiring the following group insurance coverage:

- (a) Full time employees shall, upon proper written application, be eligible to participate in a Blue Cross/Blue Shield hospital-surgical plan or a comparable plan from another carrier which may be selected by the Employer. The Employer shall notify the Union in writing thirty (30) days prior to any change of carriers. The Employer shall pay the full premium for single, two-person or family coverage under a Blue Cross/Blue Shield plan with the following coverages, provided they are, and continue to be, obtainable:

MVF-1 Basic Coverage
Master Medical Option 1
\$5.00 Co-pay Prescription
D45NM Rider
OMB
VST

Employees may elect to purchase Master Medical Option 4 and/or PDP and ML Rider through the Flexible Benefits Plan.

- (b) Full time employees shall, upon proper written application, be eligible to participate in a Delta Dental Plan for employees and their dependents or a comparable plan from another carrier which may be selected by the Employer. The Delta Dental plan shall provide the following coverages, provided they are, and continue to be, obtainable:

100% Co-payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co-payment for radiographs, restorations, oral surgery, root canals, periodontic services, dentures and bridges.

\$800.00 maximum benefit per family member per year.

- (c) Full time employees shall, upon proper written application, be eligible to participate in an optical insurance plan for employees and their dependents, provided by a carrier selected by the Employer, provided such coverages are, and continue to be, obtainable.
- (d) Full time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Life insurance coverage in an amount equal to the employee's salary at the beginning of the policy year, rounded upward to the nearest thousand, but in no case more than \$25,000.00.

Double indemnity for accidental death.

- (e) Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Two-thirds (2/3) of the employee's basic weekly earnings, to a maximum of \$400.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, vacation pay, or other paid time benefits paid by the Employer. Benefits terminate at age 70. For employees who elect Benefit Plan A, benefits begin with the first day

of disability due to injury or hospitalization (provided the employee is disabled for at least three consecutive work days), or the eighth consecutive day of disability due to illness, and continue for a maximum of twenty-six (26) weeks. For employees who elect Benefit Plan B, benefits begin with the 31st day of sickness or accident and continue for 52 weeks maximum. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the Employer or a qualified physician selected by the Employer that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled from performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform. The Employer shall provide any written job descriptions necessary to determine the issue of disability. In no event shall benefits be retroactive more than fifteen (15) days before the date on which the Employer receives documentation from the employee's treating physician (or a request is made under Section 12.7(f) for a binding opinion and report by a physician selected by the Employer) setting forth the diagnosis, a detailed description of why the injury/condition totally disables the employee from performing the essential functions of the employee's job (including identification of the functions which cannot be performed, and an explanation of any and all accommodations that might enable the employee to perform such functions); a brief description of the course of treatment/therapy; a statement of prognosis; and the anticipated return to work date.

- (f) All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers. The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverages as specified. If the employee and the employee's spouse are both eligible to participate as

employees in group health plans funded directly or indirectly by or through Calhoun County, the employee and the employee's spouse shall elect coverage under only one such plan; coverage of the employee, the employee's spouse and/or the employee's dependents under two or more health care plans funded by or through the County shall not be permitted. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee, the employee's spouse and/or the employee's dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverages or benefits (except disputes relating to unjustifiable non-tender of premiums) shall not be subject to the Grievance Procedure.

- (g) Subject to restrictions imposed by the carriers, the Employer shall continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence, except as provided otherwise in Article XII. If an employee returns from a layoff or leave of absence before the end of the billing cycle immediately following the cycle during which the layoff or leave of absence commenced, or otherwise becomes entitled to coverage at Employer's expense, the Employer shall immediately resume payment of required premiums; otherwise, the employee must make arrangements for and bear the cost of continuation of any desired insurance coverages. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

RETIREMENT

Section 16.1. Retirement Plan. Effective January 1, 1994, employees shall be allowed to participate in the Calhoun County

401(k) Savings Plan. The retirement plan shall provide for immediate vesting of all employee contributions. Employer contributions shall not be required.

A. For calendar year 1993, the Employer agrees to contribute to the qualified individual retirement account (IRA) of an eligible employee according to the following schedule and limitations:

<u>Seniority As Of 12/31</u>	<u>Employer Contribution Per Dollar of Employee Contribution To A Qualified IRA</u>
1 Year Through 5 Years	\$0.30
6 Years Through 10 Years	\$0.40
11 Years or More	\$0.50

The Employer contribution to an eligible employee's IRA shall not exceed the lesser of (a) 3.0% of the employee's straight time pay (including wages, holiday pay, vacation pay and paid leaves) for the calendar year, to a maximum of 2,080 hours, or (b) if the aggregate Employer contributions to all eligible employees' IRAs would exceed \$11,000.00, the employee's pro rata share of the maximum aggregate Employer contribution of \$11,000.00.

B. To be eligible to receive an Employer contribution, an employee must have attained the required seniority during the tax (calendar) year to which the employee's contribution relates, and must also be employed by the Employer on the date on which the Employer's contribution is made.

C. The Employer's contribution shall be paid on or before May 15, 1994, for "matching" of employee contributions made after January 1, 1993, and before December 15, 1993, provided documentation of such employee contribution is given to the Employer on or before December 15, 1993.

D. As a pre-condition to making any contribution, the Employer may require satisfactory documentary proof that the employee has actually made "matchable" contributions. Failure to provide such proof within ten (10) days of a written request from

the Employer shall constitute a voluntary waiver and release of any claim to a contribution for the year in question.

MISCELLANEOUS

Section 17.1. Employment Policies. The Employer and the Union are jointly committed to maintaining a work environment which is free of unlawful employment discrimination based on race, religion, color, sex, national origin, age, height, weight, physical handicap, marital status, or veteran status. The parties are also jointly committed to maintaining a work environment which is free of sexual harassment.

Section 17.2. Professional Organizations. At the discretion of the Employer, some costs of membership in and attendance at meetings of job-related professional organizations may be reimbursed by the Employer. Approval of such costs will be based on such factors as direct work relationship of organization or meeting/ conference, benefits of membership/attendance, amount of costs and availability of budgeted funds.

Section 17.3. Legal Counsel. Whenever any claim, cause or civil action is commenced against an employee over acts or omissions committed by the employee in the course of his employment with the Employer, the employee shall so inform the Employer in writing and provide the Employer with a copy of the complaint or charge as soon as possible. If the Employer determines that the employee was acting in good faith and within the scope of his authority, the Employer shall provide the employee with legal counsel selected and paid for by the Employer.

Section 17.4. Indemnification. The Employer agrees to hold harmless and indemnify all employees covered by this Collective Bargaining Agreement from all civil claims, actions, and judgments brought or rendered against them by reason of any act, action or omission arising in the course of or out of their employment, provided that the employee was acting in good faith. In no event shall the Employer be liable for the payment of judgments, settlements, attorney fees or Court costs where the employee is found to have committed an intentional tort. All settlements are subject to the approval of the Employer.

Upon receipt of notice of any claim or action, the employee shall immediately notify the Employer in writing.

Section 17.5. Payment at Death of Employee. Unpaid wages and benefits due to a deceased employee shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee with the Employer. In the absence of a valid beneficiary designation, payment shall be made pursuant to statute.

Section 17.6. Safety. The County and the Court shall have the sole responsibility to maintain all equipment in a safe, operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties. The Union and the employee(s) agree not to misuse equipment issued and will maintain the equipment in a safe condition.

In the event an employee shall claim the equipment furnished by the Employer as unsafe for use in the performance of his assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his supervisor in writing.

Section 17.7. Personal Vehicles. All members of the bargaining unit using their own vehicles for Employer business, where such use has been approved in advance by the Employer, shall be reimbursed in accordance with applicable policies as established by the Court from time to time.

Section 17.8. Automobile Insurance. In the event of an accident with a personal vehicle being used for Employer business, where such use has been approved in advance by the Employer, and where the accident was no fault of the employee, the Court will reimburse the employee the deductible amount of the insurance to a maximum of One Hundred (\$100.00) Dollars.

Section 17.9. Parking, Travel and Court Business Expense. Employees shall be provided with free parking space near their duty station and shall receive reimbursement for parking, travel, lodging, meals and other necessary expenses incurred in the discharge of Court duties, in accordance with such policies as the Employer may determine from time to time, provided that reim-

bursement rates in effect January 1, 1987, shall not be reduced unilaterally.

Section 17.10. Invalidity. If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be ruled invalid by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 17.11. Tuition Reimbursement. Full-time employees with at least one year of seniority shall be eligible to participate in a tuition reimbursement program in accordance with such procedures and criteria as the Employer may establish and change from time to time. Reimbursement to any employee shall be limited to \$450.00 per year.

Section 17.12. Flexible Benefits Plan. As soon as administratively possible, the Employer will implement a Flexible Benefits Plan to provide Supplemental Medical Expense Reimbursement and/or Dependant Care Expense Reimbursement benefits as elected by participating employees. All regular full-time employees shall become eligible to participate after completing three months of employment and shall become participants on the first day of the month following the month in which they become eligible. Benefits shall be funded through voluntary salary reduction agreements and/or waiver incentives, all of which shall be effective at the beginning of the first full payroll period beginning on or after employees become participants. The Flexible Benefit Plan shall provide for waiver incentives in the amount of \$20.00 per payroll period for employees who elect to waive participation in all of the plans described in Sections 15.1(a), (b), and (c) of this Agreement, provided employees who waive participation must have presented proof of a reasonable level of health care coverage from another source. Elections concerning participation in the Flexible Benefits Plan, including elections concerning waiver of participation in specified group insurance plans, shall be effective for the period of coverage set forth in the Plan documents and shall be irrevocable except to the extent permitted under the Internal Revenue Code and applicable regulations.

SCOPE OF AGREEMENT

Section 18.1. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in any way hereunder.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each 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 in 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.

DURATION

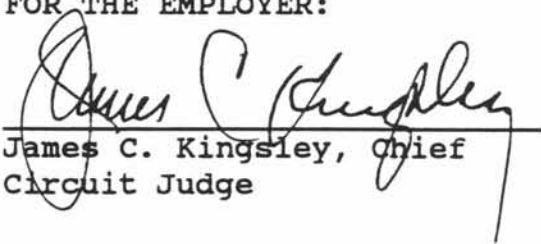
Section 19.1. Termination. This Agreement shall become effective as of January 1, 1993, and shall remain in force until 11:59 pm. December 31, 1995, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless

before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

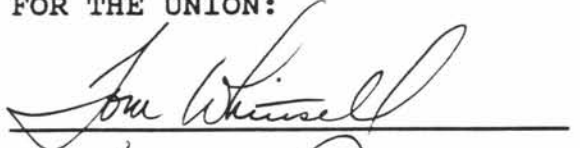

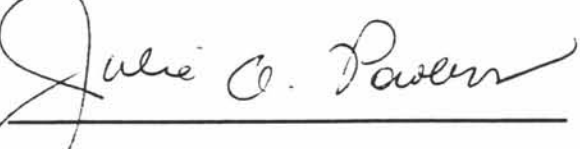

The written notice referred to in this Section shall be considered properly served by the Union if it is sent by certified mail to the Chief Judge of the Thirty Seventh Judicial Circuit at the County Building, 315 W. Green St., Marshall, Michigan, 49068. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Union at Jackson, Michigan. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 10 day of August, 1993.

FOR THE EMPLOYER:


James C. Kingsley, Chief
Circuit Judge

FOR THE UNION:

* - The specified wage rate shall be paid for all hours worked in recording proceedings of Court activities, producing transcriptions for the sole use of a judge of the Court, and performing related tasks as assigned. Unless otherwise approved in writing in advance, all other hours spent in producing transcripts shall not be considered hours worked under this Agreement because such time is compensated on a per-page basis pursuant to statute. Transcript fees attributable to work by another classification shall be retained by the Court or Friend of the Court and shall not be payable to employees. Hours spent by such employees in producing transcripts shall be considered hours worked under the Agreement and shall be compensated at applicable hourly rates for the employees' classifications.

Progression increases shall be effective at the start of the first full work week beginning on or after the employee completes the specified period of active employment in the then-current job classification (adjusted for absences in excess of 30 days), provided that the employee's progress is satisfactory to the Employer. Regular part-time employees shall be deemed to have completed six (6) months within a classification after 1,040 hours of work; one (1) year after 2,080 hours of work; and so on.

The Employer reserves the right to start employees at advance steps in the wage scale where it views such action as necessary or appropriate, provided it notifies the Union in writing of the amount of and reasons for such an advancement not later than the date on which the affected employee begins working.

37th CIRCUIT COURT OF MICHIGAN

APPENDIX A

Effective the first full pay period beginning on or after January 1, 1993, the following general wage rates for the listed classifications shall apply:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>	<u>60 Months</u>
Range 01 Records Clerk	6.62	6.82	7.03	7.42	7.79	8.20	8.61
Range 02 Receptionist; Sr. Records Clerk	7.06	7.25	7.49	7.88	8.31	8.74	9.16
Range 03 Account Clerk; Secretary	7.60	7.82	8.05	8.49	8.94	9.40	9.85
Range 04 Enforcement Clerk; Bailliff/Law Clerk; Account Clerk; Word Processing Specialist	8.08	8.30	8.53	9.02	9.50	9.99	10.48
Range 05 Jury Board Secretary; Sr. Secretary; Word Processing Coordinator	8.58	8.84	9.07	9.58	10.11	10.63	11.14
Range 06 Court Officer	9.23	9.49	9.78	10.32	10.88	11.43	11.97
Range 07 Enforcement Officer/ Investigators	10.44		11.07	11.69	12.31	12.97	13.59

Range 08									
Sr. Enforcement Officer/Investigator	11.11	11.79	12.47	13.14	13.83	14.49			
Range 10									
Programmer/Analyst	12.36	13.09	13.86	14.60	15.35	16.10			
Range 11									
Certified Shorthand Reporter (Court Reporter)*	12.92	13.70	14.49	15.27	16.04	16.83			

Effective the first full pay period beginning on or after January 1, 1994, the following general wage rates for the listed classifications shall apply:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>	<u>60 Months</u>
Range 01 Records Clerk	6.82	7.02	7.24	7.64	8.02	8.45	8.87
Range 02 Receptionist; Sr. Records Clerk	7.27	7.47	7.71	8.12	8.56	9.00	9.43
Range 03 Account Clerk; Secretary	7.83	8.05	8.29	8.74	9.21	9.68	10.15
Range 04 Enforcement Clerk; Bailliff/Law Clerk; Sr. Account Clerk; Word Processing Specialist	8.32	8.55	8.79	9.29	9.79	10.29	10.79

Range 05									
Jury Board									
Secretary;									
Sr. Secretary;									
Word Processing									
Coordinator	8.84	9.11	9.34	9.87	10.41	10.95	11.47		
Range 06									
Court Officer	9.51	9.77	10.07	10.63	11.21	11.77	12.33		
Range 07									
Enforcement Officer/ Investigators	10.75	11.40	12.04	12.68	13.36	14.00			
Range 08									
Sr. Enforcement Officer/Investigator	11.44	12.14	12.84	13.53	14.24	14.92			
Range 10									
Programmer/Analyst	12.73	13.48	14.28	15.04	15.81	16.58			
Range 11									
Certified Shorthand Reporter (Court Reporter)*	13.31	14.11	14.92	15.73	16.52	17.33			

Effective the first full pay period beginning on or after January 1, 1995, the following general wage rates for the listed classifications shall apply:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>	<u>60 Months</u>
Range 01 Records Clerk	7.02	7.23	7.46	7.87	8.26	8.70	9.14
Range 02 Receptionist; Sr. Records Clerk	7.49	7.69	7.94	8.36	8.82	9.27	9.71

Range 03									
Account Clerk;	8.06	8.29	8.54	9.00	9.49	9.97	10.45		
Secretary									
Range 04									
Enforcement Clerk;									
Bailiff/Law Clerk;									
Sr. Account Clerk;									
Word Processing	8.57	8.81	9.05	9.57	10.08	10.60	11.11		
Specialist									
Range 05									
Jury Board									
Secretary;									
Sr. Secretary;									
Word Processing	9.11	9.38	9.62	10.17	10.72	11.28	11.81		
Coordinator									
Range 06									
Court Officer	9.80	10.06	10.37	10.95	11.55	12.12	12.70		
Range 07									
Enforcement Officer/ Investigators	11.07		11.74	12.40	13.06	13.76	14.42		
Range 08									
Sr. Enforcement Officer/Investigator	11.78		12.50	13.23	13.94	14.67	15.37		
Range 10									
Programmer/Analyst	13.11		13.88	14.71	15.49	16.28	17.08		
Range 11									
Certified Shorthand Reporter (Court Reporter)*	13.71		14.53	15.37	16.20	17.02	17.85		