

AGREEMENT

This Agreement between the Judge of the District Court (“District Court Judge”) and Sanilac County (“County”), and TPOAM (“Union”), entered into pursuant to Act 379, Public Acts of Michigan, as amended in 1965, expresses all mutually agreed covenants between the parties hereto. Pursuant to 1996 PA 388, MCL 600.8271(6), the County enters into this agreement solely for purposes of establishing policies and procedures relating to compensation, fringe benefits, pensions, holidays and leave. The Judge of the District Court enters into this agreement solely for purposes of establishing policies and procedures relating to work schedules, discipline, grievances, personnel records, probation, hiring and termination practices.

The parties recognize that, in the event statutory changes affect the status of the County and the Judge as employers of the District Court employees covered by this Agreement, the parties shall amend this Agreement to reflect such changes.

PREAMBLE

The purpose of this Agreement is the promotion of harmonious relations between the County and the District Court Judge and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, color, religion, national origin, handicap, political or union affiliation.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

Section 1.

Pursuant to Act 379 of the Public Acts of 1965, as amended, the County and the District Court Judge hereby recognize the Union as the sole and exclusive collective bargaining representative for the following employees:

All full-time and regular part-time clerical and technical employees of the 73-2 District Court, Division II.

The classifications listed below are incorporated into this Agreement:

Magistrate Clerk (1)
Senior Magistrate Clerk (1)
District Court Paralegals (4)

BUT EXCLUDING: Supervisors, confidential employees, temporary employees, elected or appointed officials, Sheriff's Department employees, Road Commission employees, Mental Health Department employees, Public Health Department employees, Medical Care Facility employees, Alcoholism Program employees, Probate Court employees, Circuit Court employees, clerical, technical, secretarial, mechanical, maintenance and custodial employees of Sanilac County.

Section 2.

The County and the District Court Judge will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of their membership in the Union or their activity on behalf of the Union.

Section 3.

The County Administrator or other Designee will provide written notice to the Chapter Chairperson of any new classification created by the Board of Commissioners which covers bargaining unit work.

The notification will include a copy of the job description, classification, shift and salary rate, and the County and the District Court Judge's determination of the bargaining unit status, if any.

This notification will be tendered to the Local President/Chapter Chairperson and Chief Steward by certified mail or by personal delivery no later than thirty (30) calendar days after creation of the classification. If the Union disagrees with the bargaining unit status of the new classification, the Local President/Chapter Chairperson or Chief Steward will

provide written notification of said disagreement to the County Administrator or other Designee by certified mail or personal delivery, no later than fifteen (15) calendar days after receipt of the above mentioned initial notification from the County Administrator or other Designee. A Special Conference will then be scheduled by the County Administrator or other Designee within ten (10) working days after the notification of the bargaining unit's disagreement.

ARTICLE 2

EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1.

The employees, the Union as sole and exclusive bargaining representatives of the employees, and the County and the District Court Judge, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan Public Acts.

Section 2.

The County and the District Court Judge hereby retain and reserve all powers, rights, duties, and responsibilities conferred upon and vested in them by the laws and Constitution of the State of Michigan and of the United States. Among the rights of the County and the District Court Judge, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the County's facilities; to direct the work force; to assign work and determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement.

The District Court Judge shall have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, lay off and recall personnel, to establish reasonable work rules and to fix and determine penalties for violation of such rules; to establish and change work schedules and hours; to provide and assign relief personnel and to continue and maintain its operations as in the past, 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 and Arbitration Procedure established herein.

ARTICLE 3

NO STRIKES OR LOCKOUTS

Section 1.

The County and the District Court Judge will not lock out employees during the term of this Agreement.

Section 2.

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

Section 3.

Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit or the Union take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the County or any picketing to limit ingress and egress during the term of this Agreement. In the event of a work stoppage or other curtailments of operation, picketing or patrolling the County and the District Court Judge shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

Section 4.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union, or the employees covered hereunder, during the term of this Agreement, the Union, by its officers, agents, and shift representative, shall immediately declare such work stoppage to limit the ingress and egress or other curtailment of operations to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the County and the District Court Judge. The Union further agrees to cooperate with the County and the District Court Judge to remedy such situation by immediately giving written notice to the County and the District Court Judge and the involved employees declaring the said conduct unlawful and directing the employees to return to work. The County and the District Court Judge shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Section 5.

The Union shall not use the service of outside persons to perform picket duties against the County or the District Court Judge.

ARTICLE 4

UNION SECURITY AND UNION DUES

Section 1.

Any employee who is a member of this Union in good standing on the effective date of this Agreement, or becomes a member during the term of this Agreement shall, as a condition of employment, maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 2.

After the effective date of this Agreement, any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the equivalent of the periodic membership dues uniformly required of all Union members.

(a) In the event a newly hired employee does not wish to become a member of the Union or sign a dues check-off card, he may refuse, without being in violation of this Section, and provided that on the thirtieth (30th) day after the signing of this Agreement or on the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee check-off authorization form authorizing deductions equal to the periodic membership dues uniformly required of all Union members.

(b) In the event an employee refuses to comply with Section 1 or 2, he shall be subject to discharge only after official notice from the International Union.

Section 3.

The County agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 2, the County agrees to deduct the monthly service fee as designated in said authorization. Said monthly deduction shall be made the second pay each month.

With respect to all sums deducted by the County pursuant to authorization of the employee, whether for membership dues, assessments or service fees, the County agrees promptly to remit to the Secretary-Treasurer of the Union, 27056 Joy Rd., Redford, Michigan 48239, such sum deducted. A copy of such list shall be furnished to the Chapter Chairperson of Local/Chapter. The Union agrees promptly to furnish any information needed by the County to fulfill the provisions of this Article and not otherwise available to the County.

In the event the County, acting on the request of the Union, discharges or attempts to discharge a bargaining unit member for failure to comply with this Section of this Agreement, the Union shall indemnify the County against any and all claims, demands, suits, expenses that shall arise out of action taken by the County for the purpose of complying with this Section of this contract.

ARTICLE 5

UNION REPRESENTATION

Section 1.

Employees covered by this Agreement shall be represented on all matters of application to this Agreement, including the Grievance Procedure, by one (1) steward, the chapter chairperson and a Union Representative of TPOAM.

Section 2.

The Union shall notify the County Administrator and the District Court Judge, or their Designee, in writing, of names, classifications and departments of all local representatives of the Union. Members of the union who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interest of other members of the Union to the County and the District Court Judge. Changes in Union representation shall be made, in writing, to the County Administrator and the District Court Judge or their Designees, in prompt fashion.

Section 3.

The Union may also designate one (1) Alternate Steward. An Alternate Steward's duties shall be the same as those of the Steward when the Steward is absent from work.

Section 4.

Union representatives, during their working hours, without loss of time or pay, may investigate and present grievances to the District Court Judge, upon having received permission from his/her supervisor and from the grievant's immediate supervisor to do so. The Union representative requesting release time must advise his/her supervisor how much release time will be taken and is responsible for returning to his/her workstation within the designated time. The supervisors shall grant permission, subject to necessary emergency exceptions, and provide such release time to the Union representative as is reasonably necessary to accomplish the grievance related business. Upon entering any other department, the Union representative shall notify the supervisor of said department of his/her presence and mission. The representatives will take only such time as is reasonably necessary to investigate or present grievances, and that such time will be devoted solely to the proper handling of grievances. Any alleged abuse by either party will be a proper subject for discipline, a grievance or Special Conference.

All other Union business shall be undertaken by Union representatives and members during break time or before or after working hours. Any meetings with employees during business hours shall be held in the employee meeting room. The representation of employees shall not unduly disrupt the operation of the Court or County's effective rendering of services.

The District Court Judge shall make available a specified time each week to meet with union representatives regarding issues of concern to either party within the authority of the District Court Judge. Absent emergencies, Union Representatives shall refrain from contacting and/or seeking meetings with the District Court Judge except during the designated meeting time.

Section 5.

Union agrees to cooperate with the County and the District Court Judge in strict observance of all terms, provisions, and agreements herein contained so that the purposes and objectives of this Agreement may be fully attained to the end that mutual interests of the parties hereto may be maintained at all times. The Union recognizes that it has a joint responsibility with the County and the District Court Judge in maintaining good labor relations and cooperative effort of the employees, to the end that the County and the District Court Judge and the people of the County will receive from the employees, efficient and uninterrupted service.

Section 6.

Employees subject to the Agreement shall be represented by a bargaining committee selected by the union comprised of no more than two (2) members. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

Negotiating sessions shall be held at times and in a location mutually agreeable to both parties; the County is under no obligation to agree to negotiating sessions during working hours.

ARTICLE 6

SUBCONTRACTING

Section 1.

The County and the District Court Judge are interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the Court. Therefore, in making these determinations, the County and the District Court Judge intend always to keep the interest of the Court employees in mind.

Section 2.

The right of contracting or subcontracting is vested with the County and the District Court Judge.

Section 3.

The County and the District Court Judge shall notify the Union, in writing, of their intention to contract or subcontract work currently performed by any Bargaining Unit member at least thirty (30) to sixty (60) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the County and the District Court Judge within that thirty (30) to sixty (60) calendar day period. At such meeting, the County and the District Court Judge will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected.

Section 4.

It is the County and the District Court Judge's intention that any employee who desires to further a career in the public service shall not be arbitrarily denied the opportunity. When and where possible, the County and the District Court Judge shall provide on-the-job training or any training necessary as determined by the County and the District Court Judge to provide continued employment.

ARTICLE 6A
PUBLIC ASSISTANCE DISPLACEMENT

The County and the District Court Judge shall not displace an employee or position, including partial displacement such as a reduction in hours, wages, or employment benefits, nor shall promotional opportunities be limited, as a result of the use by the County and the District Court Judge of a participant in a public assistance program.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance claims unless the grievance is against the County for non-payment of premiums. All grievances must be signed and dated by the aggrieved employee and his representative and name the articles that are being violated.

STEP 1:

Within ten (10) working days of the occurrence of the act or condition giving rise to the dispute or complaint, employees with a dispute or complaint may, with a designated Steward or Chapter Chairperson, confer with the employee's immediate supervisor for the purpose of satisfactorily adjusting the controversy. If the dispute or complaint is not brought to the immediate supervisor's attention within the above specified ten (10) working days, the County or District Court Judge need not consider such dispute or complaint under this Article.

Within ten (10) working days after the Step 1 conference, the immediate Supervisor shall give an answer to the employee and the Union Steward or Chapter Chairperson.

If the grievance pertains to compensation, fringe benefits, holidays and leave, the grievance shall be submitted to the County Administrator. If the grievance pertains to work schedules, discipline, personnel records, probation, hiring and termination practices or other personnel matters, the grievance shall be submitted to the District Court Judge.

STEP 2:

If a dispute is not resolved at Step 1, the Union Steward or Chapter Chairperson shall submit a written grievance regarding the dispute within ten (10) working days of the receipt of the response from Step 1 of the grievance procedure. Within two (2) weeks of receipt of said request, the County Administrator or other Designee or District Court Judge shall institute a hearing for the disposition of said grievance. At such hearing, both

the Union and the County or District Court Judge may request the presence of any and all parties who have been involved in the grievance up to this step.

At such hearing, the County or District Court Judge may be represented by one (1) or more representatives, and the Union and the grievant may be represented by Steward or Chairperson and such other union representative it wishes to have present provided full compliance is made with Article 5 - Union Representation, Section 1.

The grievance representatives of the County or District Court Judge shall deliver the decision of the County or District Court Judge to the Union in writing within ten (10) days following the hearing.

If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be mutually agreed upon between the Union and the County or District Court Judge.

The grievance shall be considered settled at Step 2 unless written notice is delivered to the County Administrator or other Designee or District Court Judge, Grievant, Steward and/or Chapter Chairperson and the International Union Representative within ten (10) days after the completion of Step 3.

STEP 3:

It is mutually agreed by the parties herein that the inclusion of binding arbitration as final step in the grievance procedure shall be subject to the following safeguards and conditions:

- A. The Union shall, within fifteen (15) calendar days following the County's or District Court Judge's decision at Step 2, notify the County Administrator or other Designee or District Court Judge in writing of the Union's intention to pursue arbitration or the matter will be untimely. The Union will apply for Arbitration with the American Arbitration Association within thirty (30) calendar days from the date of notification of intent.
- B. The fee and expenses of the arbitrator shall be shared equally. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.
- C. The arbitrator shall have powers as hereby limited, after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- D. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

E. The arbitrator in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, power, authority and rights vested with the County and the District Court Judge, except as specifically limited by express provisions of this Agreement and MCL 600.8271(6).

F. The Arbitrator's decision shall be submitted in writing and shall set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee involved, and the Supervisor and County Administrator or other Designee and/or Board of Commissioners and the District Court Judge.

G. The Union shall have the option to select arbitration through the American Arbitration Association or as otherwise mutually agreed by the parties.

H. If a grievance is brought on behalf of a group or class of employees, or is directed at a Department Head, or affects the Court or County operations, policies, practices or procedures, the Union shall submit such grievance in writing to the Administrator or other County Designee or District Court Judge and the processing of such grievance shall commence at Step 2.

I. All settlements at Steps 1 through 4 are subject to formal approval by the Board of Commissioners and, where applicable, the District Court Judge.

J. Failure to appeal the decision at any step of the grievance procedure within the specified time limits by the Union shall bar further action or appeal. Failure to communicate the decision on a grievance within the specified time limits by the County or District Court Judge shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Time limits may be extended only by mutual written agreement of both parties.

K. The parties may agree on a case-by-case basis, that all discussions and documentation with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided that either party may release pertinent information to any or all personnel whose involvement is deemed necessary to the processing or resolution of the grievance.

L. The County shall not be required to pay back wages or other monetary amounts for periods prior to the time a written grievance is filed; provided that, if the issue involved is one in which the County or District Court Judge was required to give timely notice of some event or condition but failed to do so, the foregoing limitation does not apply. In the case of a pay shortage which the employee had not been aware of before receiving his or her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files a grievance within five (5) working days after receipt of such pay.

M. Union to provide language regarding requalification of employees with MESC where Unemployment Compensation has been offset against a back pay award.

ARTICLE 8

DISCIPLINE, SUSPENSION AND DISCHARGE

Section 1.

Disciplinary action taken by the District Court Judge will be dependent upon the nature and seriousness of the offense or infraction and the prior disciplinary record of the employee if applicable.

The District Court Judge may utilize verbal reprimands in cases not justifying disciplinary action. Written record of verbal reprimands shall be identified as such. A copy of the written record of the verbal reprimands shall be given to the employee and a copy shall also be entered in the employee's personnel file. The District Court Judge will not take into account any verbal reprimands which occurred more than one (1) year previously. Employees receiving verbal reprimands shall have the right to submit a written statement explaining his or her position concerning the verbal reprimand, which will become a permanent part of the employee's personnel file in the Clerk's Office, and will be included whenever the file is displayed to a third party.

Disciplinary action includes written reprimands. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. The District Court Judge agrees that upon determining discharge or suspension of any employee, to promptly notify the Steward and/or Chapter Chairperson in writing of the discharge or suspension.

Prior to issuing a suspension or discharge, the District Court Judge will notify, in writing, the County Administrator of the name of the affected employee and the basis for the suspension or discharge.

Employees will be tendered a copy of a proposed disciplinary action prior to it being entered into their personnel file in the Clerk's Office. In imposing disciplinary action on a current charge, the District Court Judge will not take into account any disciplinary action which occurred more than two (2) years previously. The District Court Judge may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to misrepresentation by the employee in securing a position with the Court or Sanilac County.

Should the disciplined employee or the Union consider any disciplinary action improper, the matter shall be processed through the Grievance Procedure.

Section 2.

A discharged or suspended employee will be allowed to discuss the discharge or suspension with their Steward and/or Chapter Chairperson and the District Court Judge will make available an area where this may be done in private before the employee is required to leave the property of the employer. Upon request, the District Court Judge or

a designated representative will discuss the discharge or suspension with the employee and Steward and/or Chapter Chairperson.

Section 3.

The application of this provision is not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

Section 4.

The District Court Judge reserves the right to establish and change from time to time reasonable work rules governing the conduct of his employees and to determine disciplinary action, subject to Section 1 above, for violation of such rules. Absent emergencies, the District Court Judge shall give the Union no less than fifteen (15) calendar days notice prior to implementing such work rules. Within fifteen (15) calendar days after the effective date of such work rules, the Union may request a Special Conference to discuss the nature and impact of such rules. The Union shall have fifteen (15) calendar days after the date of the Special Conference to grieve the reasonableness of such rules, and such grievance shall be commenced at Step 2 of the Grievance Procedure. Any grievance challenging the reasonableness of a rule shall be initiated at Step 2 of the Grievance procedure.

Section 5.

Inasmuch as Section 4 affects the District Court Budget, requiring amendments, those proposed amendments shall be submitted to the County for approval.

ARTICLE 9 SENIORITY

Section 1.

Until a newly hired employee has been employed for ninety (90) calendar days in the bargaining unit, the employee shall be known as a "Probationary Employee". Probationary employees shall be represented by the Union only as to wages, hours and working conditions as set forth in this Agreement, except that the District Court Judge may discharge such employees with or without cause. Employees disciplined or discharged during the probationary period shall have no recourse to the grievance procedure. Where a probationary employee alleges discrimination her or she may elect to utilize the grievance procedure or pursue administrative or judicial remedies. An employee may elect to use the grievance procedure only if he or she knowingly and voluntarily agrees to abide by the ultimate disposition of the grievance as final and binding and precluding any further administrative or judicial remedies.

Section 2.

Upon completion of the ninety (90) calendar day probationary period, each full-time employee shall have a County Seniority Date as of the employee's most recent date of hire into the bargaining unit and accumulating from that date so long as it is not lost through any other provision of this Agreement and shall be added to the Seniority list.

Section 3.

Part-time employees will be given a Seniority date to reflect the number of hours the employee has been on the payroll. To convert hours into months, one hundred twelve and one-half (112.50) shall constitute a month. Three (3) such months shall constitute ninety (90) calendar days.

ARTICLE 10

LOSS OF SENIORITY

All of an employee's seniority shall terminate upon the occurrence of any of the following:

- A. Resigns or quits.
- B. Is discharged and discharge is not reversed.
- C. Retirement.
- D. Absent from work for three (3) consecutive working days without providing the District Court Judge with an acceptable reason for such absence.
- E. Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record.
- F. Layoff exceeding one (1) year.

ARTICLE 11

SENIORITY LIST

Section 1.

The District Court Judge agrees to post in a District Court office accessible to employees a Seniority List showing the date employed (first day on which the employee reported for work) and the Court seniority (date which the employee began work in the Court), name and job title of all employees of the Bargaining Unit entitled to seniority.

Section 2.

In the event two (2) or more employees have equal seniority, they shall be placed on the seniority list according to their payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

Section 3.

The District Court Judge will keep the Seniority List up to date at all times and will post and provide the Union Steward and Chapter Chairperson with up to date copies at least every six (6) months.

ARTICLE 12

TEMPORARY EMPLOYEES

A Temporary Employee is a person who is employed for one hundred twenty (120) calendar days or less in a bargaining unit position. Such Temporary Employee will be terminated prior to the end of the one hundred twenty (120) calendar day period. Temporary Employees shall be limited to the aforementioned one hundred twenty (120) calendar days with extension only through concurrence of the District Court Judge and the Union.

Temporary Employees' wages and/or hourly rate shall be within the established pay scale range and classification as set forth in this Agreement. At no time will Temporary Employees' wages be more than the classification they are filling in for.

Temporary Employees will not be eligible for regular employee benefits; i.e., insurance, vacation, sick leave, pension or idle holiday pay. Their employment time may not be considered for seniority purposes. Temporary employees will not be used to displace a regular full-time or part-time employee, nor will they be used to avoid the payment of overtime.

ARTICLE 13

REGULAR PART-TIME EMPLOYEES

A Regular Part-Time Employee is a person who is employed in a bargaining unit position on a work week schedule of between twenty-two and one-half (22 1/2) and thirty (30) hours per calendar week. Regular Part-Time Employees hired after April 7, 1977, shall be offered the opportunity to enroll in the hospitalization insurance as set forth in this Agreement by agreeing to payroll deductions to cover twenty-five percent (25%) of the County's premium cost for that employee.

Paid sick leave and vacation will be earned by Regular Part-Time Employees at seventy-five percent (75%) of the amount shown in Articles 19 and 28.

Should one of the paid holidays as indicated in Article 29 fall or be considered on a day within a Regular Part-Time Employee's work schedule, they shall be entitled to that paid holiday. The amount of paid holiday shall be equal to the number of hours set in their work schedule.

Regular Part-Time Employees shall participate in the Sanilac County Employees Pension Plan.

ARTICLE 14

LAYOFF

Section 1.

Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the District Court Judge or the County.

Section 2.

When a layoff is determined to be necessary by the District Court Judge or the County, the Union shall be notified promptly. The Union may request to meet with the District Court Judge or the County Administrator prior to implementing a layoff. The District Court Judge and the County shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

Section 3.

Subject to emergencies, employees to be laid off will have no less than fifteen (15) calendar days written notice. The Steward and/or Chapter Chairperson shall be provided a copy of the layoff notice given to each employee.

Section 4.

When a layoff is determined to be necessary, the layoff shall be made in the following order; provided that the employees who remain are qualified to perform the function required by the District Court Judge. To be “qualified”, an employee must meet the minimal education, experience and ability standards established for the position.

A. Temporary and/or Substitute Employees.

B. Probationary Employees.

C. Regular Part-Time Employees

D. Remaining employees within the Department affected shall then be laid off in seniority order from the least to the most senior. Names of employees with seniority who are laid off from a department will be placed on the department recall list.

Section 5.

In the event two (2) or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

Section 6.

Employees with seniority who are laid off from a department may request a transfer to a job in another department. The request must be for a job similar to the one they were laid off from. The request must be to displace the employee with the lowest County Seniority in that classification. An employee whose request is granted must have more County Seniority than the employee displaced.

Section 7.

Notwithstanding their position on the Seniority List, the Steward and Chapter Chairperson shall, in the event of a layoff of any type, be continued at work in a job in their bargaining unit classification for which they are qualified and which they are capable of performing at the level required by the District Court Judge. The Union will provide the District Court Judge with the names of the employees covered under this section. In the event of layoff, the named Union Representatives shall be recalled to work in the first open job classification in their bargaining unit for which they are qualified and which they are capable of performing at the level required by the District Court Judge.

ARTICLE 15
RECALL FROM LAYOFF

Section 1.

Recall from layoff shall mean a return to work from layoff status.

Section 2.

When a recall is determined to be necessary by the District Court Judge or the County, the recall shall be made in reverse order in which the employees were laid off in the departments affected.

Section 3.

Notice of recall shall be sent by certified mail to the employee's last known address as shown on the Personnel Department's records. It shall be the obligation of the employee to provide the County Administrator or other Designee and District Court Judge with a current address. A recalled employee shall return to work within five (5) working days from date of receipt of said notice, or his/her employment shall be terminated without recourse unless the time is extended by the District Court Judge.

ARTICLE 16

WORKING HOURS

Section 1.

The work day shall consist of seven and one-half (7 1/2) hours or eight (8) hours (Monday through Friday) as currently established.

Section 2.

The work week (Monday through Friday) shall consist of thirty-seven and one-half (37 1/2) hours or forty (40) hours as established by past practice.

Section 3.

The District Court Judge shall provide fifteen (15) days notice and discuss with the Union prior to effectuating any change in the number of work hours in a day or week, or in the days of work.

Section 4.

Employees shall be allowed two (2) fifteen (15) minute coffee breaks per day and a lunch period not to exceed one (1) hour. One (1) break is to be taken in the first half of the shift and the other the second half of the shift.

All operations of the District Court Judge as covered by this agreement will remain open during the normal lunch hour of 12:00 noon and 1:00 p.m. Employee lunch periods shall be staggered unless otherwise mutually agreed to.

Section 5.

If circumstances allow, the District Court Judge shall provide flexible working hours for employees solely for the purpose of attending classes at a bona fide institution of higher education in a program culminating in a recognized degree. Requests for educational flex time must be made no less than thirty (30) calendar days prior to commencement of the class schedule and must be accompanied by proof that the classes are necessary toward the degree and are not available during hours which would not require flex time. No more than one employee in a department may be eligible for such flex time and the flex time schedule must not be disruptive to the District Court Judge's ability to provide service.

Section 6.

Changes in work hours or days that require amendments in the amount of compensation in the District Court budget shall be approved by the County.

ARTICLE 17

SHIFT PREMIUMS

Any individual employee whose shift is changed by the District Court Judge to begin at 12:00 p.m. or later shall receive, in addition to their regular rate of pay, a shift premium of thirty (30) cents per hour.

If it requires amendment of the District Court budget for payment, it shall be approved by the County.

ARTICLE 18 OVERTIME

Section 1.

It is the intent of the County and the District Court Judge and the Union that necessary overtime be accomplished and that such overtime shall be distributed as nearly equal as practicable among the employees in the classification performing the work. The District Court Judge, with concurrence of the County, will give notice of overtime requirements as far in advance as possible. Employees are expected to work a reasonable amount of overtime when requested. The District Court Judge will give consideration to any reasonable request of an employee to be excused from overtime work; but, in any event, will excuse an employee from overtime work on occasions when it is evident that working overtime would cause the employee hardship or serious inconvenience.

Section 2.

Records of overtime worked shall be posted and kept up to date. Such records shall indicate paid hours. All refused overtime hours must be recorded as overtime worked.

Section 3.

- A. One and one-half (1 1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in any work day.
- B. One and one-half (1 1/2) times the employee's regular rate shall be paid for all hours worked on Saturday.
- C. Two (2) times the employee's regular hourly rate shall be paid for all hours worked on Sundays or days recognized as holidays in this Agreement.
- D. In the event an employee of the bargaining unit is called in on a Saturday as unscheduled hours for the purpose of court arraignments, the employee shall be guaranteed at the employee's options, a minimum of two (2) hours of pay at one and one-half (1 1/2) times their regular rate or a minimum of two (2) hours of compensatory time at time and one-half (1 1/2). In the event the unscheduled call-in is on a Sunday or recognized holiday, the two (2) hour minimum shall be at the holiday rate in paragraph (c).
- E. The employee may, upon mutual agreement with the District Court Judge, receive comp time in lieu of overtime pay at the same rate as it was earned e.g.: 1-1/2 hours for every hour worked [as in pars. (A) and (B)] and two (2) times [as in par. (C)]. This accrued time must be used during the calendar year earned. An employee may elect to take comp time for no more than 40 hours worked per calendar year. The maximum

comp time that may be earned in a calendar year is 60 hours. Any comp time earned but not used shall be paid out in the last pay period of the calendar year.

Scheduling of comp time is subject to approval of the District Court Judge. At the District Court Judge's discretion, exceptions may be made to the maximum allowable comp time hours earned and taken within Departments, depending on a Department's seasonal needs.

This provision shall have no retroactive application, but shall be effective forward from date of execution of this collective bargaining agreement only.

Section 4.

The District Court Judge and the County shall determine the need for overtime. Overtime shall be distributed as equally among qualified employees as circumstances allow.

ARTICLE 19

SICK DAYS/PERSONAL LEAVE DAYS

Section 1.

Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

Section 2.

Full-time employees hired before June 01, 2002, shall accrue one (1) sick day per month. Full-time employees hired after June 01, 2002, shall accrue $\frac{1}{2}$ day per month for the first five years, one day per month thereafter.

Section 3.

- A. Employees hired before June 01, 2002, shall be eligible to accrue sick days to a maximum of eighty (80) days. 50% of sick days earned but not used yearly will be rolled over into total accumulation up to the 80 days. Balance to be paid at current employee's wages on their anniversary date.

- B. Employees hired after June 01, 2002, shall be eligible to accrue sick days to a maximum of 40 days. 50% of sick days earned but not used yearly will be rolled over into total accumulation up to the 40days. Balance to be paid at current employee's wages on their anniversary date.

Section 4.

An employee shall be eligible to use sick days after completion of the probationary period.

Section 5.

Sick days shall not accrue on a leave of absence without pay.

Section 6.

Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

Section 7.

Upon retirement or death, employees with twelve (12) or more months of employment shall be entitled to receive compensation at the rate of fifty (50) percent for accrued sick

days on a maximum accrual of eighty (80) days for those hired before June 01, 2002, forty (40) days for those hired after June 01, 2002. In the event of an employee's death, the payment of accrued sick days to be paid shall be to the employee's beneficiary or estate.

Section 8.

An employee must notify the District Court Judge and/or Supervisor no later than one-half (1/2) hour after the beginning of their normal work day or in case of emergency, as soon as possible in order to receive sick leave pay. Use of sick days shall be in no less than one-half (1/2) day increments.

Section 9.

Except as provided in Section 10 below, a sick day used for any purpose other than provided by this Agreement shall be considered a misuse and an abuse. The District Court Judge will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day being used for a purpose provided by this Agreement. An employee who fails to provide proof shall be denied the sick day pay requested.

Section 10.

After one (1) year of employment, and each anniversary day thereafter, each permanent full-time and permanent part-time employee shall be entitled to two (2) personal days, not to be deducted from paid sick time. Use of such personal days shall be with prior approval and any unused time shall not accumulate from anniversary year to anniversary year. Upon exhaustion of personal days within the employee's anniversary year, three (3) additional personal days may be granted by the District Court Judge and the County under the above criteria of which will be deducted from the employee's accumulated sick leave balance.

Section 11.

If the District Court budget requires amendment to provide compensation for either the person being granted leave or a replacement worker, such compensation shall be first approved by the County.

ARTICLE 20

FAMILY AND MEDICAL LEAVE ACT

The United States Congress has enacted the Family and Medical Leave Act of 1993 (FMLA). The District Court Judge and Union agree that both parties will comply with the provisions of the FMLA. The District Court Judge further reserves all rights and managerial discretion with respect to matters not prescribed or prohibited by that Act or this Collective Bargaining Agreement. In the event of a conflict between this Agreement and the FMLA, the latter shall prevail.

Section 1.

The FMLA is hereby incorporated into the Collective Bargaining Agreement by reference. In the event benefits provided by FMLA conflict with benefits provided by the Collective Bargaining Agreement, the provisions which provide the greatest benefit to the employee shall be honored.

Section 2.

To be eligible to request FMLA leave, an employee must have worked for the County for at least 1250 hours within the twelve (12) month period preceding commencement of the leave. Only actual hours worked may be counted toward this requirement.

Section 3.

FMLA leave is without pay unless otherwise provided by Collective Bargaining Agreement or Personnel Policies.

Section 4.

Full-time employees are entitled to maximum FMLA leave of twelve (12) weeks in any twelve (12) month period commencing with the first date of any FMLA leave.

Section 5.

Regular part-time employees are entitled to FMLA leave on a pro-rata basis using the average hours worked per week during the twelve (12) months immediately preceding the commencement of the leave. (example: a part-time employee who worked an average of twenty (20) hours per week would be entitled to a maximum of six (6) weeks of FMLA leave in any twelve (12) month period commencing with the first date of a FMLA leave.)

Section 6.

An employee must request FMLA leave at least thirty (30) calendar days in advance in the event of a foreseeable leave. Request forms will be provided by the District Court .

In unexpected or unforeseeable situations, the employee must follow the regular notice requirements contained in the Collective Bargaining Agreement or in departmental rules.

Section 7.

FMLA leave will be granted to an employee for the following reasons:

- (a) To care for the employee's child upon birth or upon placement of a child by adoption or foster care. Leave for this reason expires no later than twelve (12) months after the child's birth or placement with the employee.
- (b) To care for the spouse, child or parent of the employee when the spouse, child or parent has a serious health condition.
- (c) In the event the employee has a serious health condition rendering the employee unable to perform the functions of his/her position.

Section 8.

Request for intermittent leave (in hourly or daily increments) shall be granted when medically necessary due to the employee's own serious health condition or when the employee is needed to care for his/her spouse, child or parent who has a serious health condition.

The District Court Judge reserves the right to temporarily transfer an employee on intermittent leave to a position with equivalent pay and benefits so as not to disrupt the efficiency of the department.

Section 9.

Requests for intermittent leave due to birth or placement of an employee's child by adoption or foster care shall be granted at the sole discretion of the District Court Judge.

Section 10.

Employees granted FMLA leave must exhaust accumulated personal and/or sick time prior to going without pay. Accumulated vacation time may be used at the request of the employee.

Section 11.

Employees receiving County paid hospital/medical insurance and optical/dental allowance at the time FMLA leave commences shall continue to receive such insurance and/or allowance for the duration of the FMLA leave or longer, if the Collective Bargaining Agreement so provides. The County has no obligation to provide any such

insurance during FMLA leave in the event the employees would not otherwise be eligible to receive such insurance.

Section 12.

Any employee required to pay a portion of health insurance premiums at the time FMLA leave commences must continue to make the required payment during the term of the leave. Failure to make the required payment shall be cause for termination of the health insurance coverage.

Section 13.

Failure to return to work upon expiration of FMLA leave shall result in the employee being required to reimburse the County for health insurance premiums paid by the County to continue such coverage during the leave. This reimbursement shall not apply under the following conditions:

- (a) The employee's reason for not returning to work is due to continuation of the serious health condition which necessitated the FMLA leave or the onset of a new serious health condition of the employee.
- (b) Circumstances beyond the control of the employee properly substantiated to the County and the District Court Judge within thirty (30) days of the expiration of the leave.
- (c) Converting the FMLA leave to another approved leave as provided in the County Personnel Policies or Collective Bargaining Agreement.

Section 14.

Employees returning to work from a FMLA leave within twelve (12) weeks from the date such leave commenced will resume work in the same classification and department they held immediately prior to the leave. If an employee returns to work from FMLA leave which is authorized to last longer than twelve (12) weeks after having been on such leave for a period of time greater than twelve (12) weeks, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if necessary, the provisions of the Layoff Procedure will be applied.

Section 15.

The District Court Judge reserves the right to require employees to submit proper certification to justify granting and continuing FMLA leaves and to have the employee examined by a physician designated by the County.

In the event there is a dispute between the employee's physician and the County's physician, the two physicians shall select a third physician whose decision shall be final and binding upon the employee and the County.

The cost of the third physician shall be borne by the County.

Section 16.

Time spent by an employee on short term or long term disability shall be counted as FMLA leave, including the applicable waiting period.

Section 17.

Spouses both employed by the County are entitled to a maximum of twelve (12) weeks in the aggregate for the same FMLA reason. For example, each employee would be entitled to FMLA leave due to the birth of a child but for a maximum of twelve (12) weeks (i.e., eight (8) weeks for the mother and four (4) weeks for the father).

Section 18.

An employee on FMLA leave may not work for another Employer during the period of the leave. Termination of County employment will result for violations of this paragraph.

Section 19.

Definitions of terms used herein shall be as contained in the Act.

Section 20.

If the District Court budget requires amendment to provide compensation for either the person being granted leave or a replacement worker, such compensation shall be first approved by the County.

ARTICLE 21

UNPAID SICK LEAVE

Section 1.

Any employee whose absence due to illness or injury is not otherwise governed by the FMLA, and which extends beyond the period for which paid sick leave compensation is received, shall be granted such unpaid sick leave as is necessary for a complete recovery up to a maximum of one (1) year. Seniority will accumulate during such leave.

Section 2.

An employee returning to work from unpaid sick leave will assume a classification similar to the one they previously held, if available. The District Court Judge and the County may utilize temporary employees for the first one hundred twenty (120) days of the unpaid sick leave. After the first ninety (90) days of the unpaid sick leave, the District Court Judge and the Union will engage in a Special Conference to determine the status of the employee and whether the position will remain available or be permanently filled. The subject employee may participate in the Special Conference. If after the Special Conference the position is permanently filled, the District Court Judge and the County will be under no obligation to create a position or displace incumbent employees to accommodate an employee returning from an unpaid sick leave of more than one hundred twenty (120) days.

Section 3.

The District Court Judge may request an employee returning from unpaid sick leave to get a physical exam to prove their ability to return to work. Such exam will be paid by the County. Employees may pay their own insurance premium while on such leave.

Section 4.

If the District Court budget requires amendment to provide compensation for either the person being granted leave or a replacement worker, such compensation shall be first approved by the County.

ARTICLE 22

TEMPORARY ASSIGNMENTS

Section 1.

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to thirty (30) working days with extension only through concurrence of the District Court Judge, the Union and the employee.

Section 2.

Temporary assignments shall be authorized in writing to the employee by the supervisor.

Section 3.

A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days. Upon working the sixth (6th) day, the employee shall be entitled to back pay to the first day of temporary assignment. A temporarily assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE 23 WAGE RATES

Section 1.

Bargaining unit employees shall receive wages increases as follows:

Effective 1/01/09	0% increase
Effective 1/01/10	.75% increase
Effective 1/01/11	1% increase

Section 2.

All employees hired after June 1, 2002 will follow the TPOAM Five Year wage scale.

ARTICLE 24

SUPERVISORS WORKING

It shall be the policy of the District Court Judge not to have supervisors perform work that is normally performed by bargaining unit employees for the sole purpose of decreasing the size of the work force or avoiding the payment of overtime.

ARTICLE 25

LEAVE OF ABSENCE

Section 1.

A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the District Court Judge. Such requests for a leave of absence shall be submitted in writing by the employee to the District Court Judge and/or Supervisor at least twenty (20) working days in advance, except in emergency situations. The request shall state the reason for the leave of absence and the exact date on which the leave begins and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the District Court Judge and/or Supervisor. Additional requirements for specific leaves are included in the following sections dealing with specific leave.

Failure to return to work on the date scheduled shall be cause for termination unless prior written approval by the District Court Judge and/or Supervisor. A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) days prior to the expiration date of the original leave of absence except in those instances where it is not possible to meet the ten (10) day requirement; and provided such extension is consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave; and provided such extension is approved by the District Court Judge and/or Supervisor. Approval or denial shall be furnished in writing to the employee by the District Court Judge and/or Supervisor. Prior to the approval or denial a thorough investigation will be conducted whenever possible.

It is understood by the parties that leaves of absence are to be used for the intended and employees shall make their intent known when applying for such leaves. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the District Court Judge and/or Supervisor. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of County employment.

Section 2. MILITARY LEAVE

The District Court Judge shall follow all applicable law with regard to Military Leaves and any return to employment therefrom.

Section 3. JURY DUTY LEAVE

A. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the District Court Judge prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their

regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service, whichever is applicable, after endorsing the jury duty check for each day to the County with exception of those funds allocated for mileage.

However, employees who complete such duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.

B. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave.

C. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid jury duty leave of absence.

Section 4. COURT LEAVE

A. Any employee other than a temporary employee required by the Board of Commissioners or any public agency, except the Michigan Employment Relations Commission (MERC), having the power to subpoena to appear before a court or such agency on any matters related to their work with the County, shall be granted a leave of absence with pay for the period during which they are required to be absent from work. The employee shall give the District Court Judge prior notification of their court appearance, if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the County, with the exception of those funds allocated for mileage.

B. Probationary employees shall have their probationary period extended by the length of time they are on court leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid court leave of absence.

Section 5. UNION BUSINESS LEAVE

A. Leaves of absence without pay shall be granted to the employees for Union business or functions which takes them from employment with the District Court Judge. Such employees shall be eligible after having completed one (1) year of service.

B. Not more than (1) employee from the Chapter shall be eligible for such leave at any one time.

C. Such leave shall not exceed ten (10) working days of which no more than five (5) shall be consecutive working days per individual per year.

D. Whenever possible, employees on such leave shall be required to give the District Court Judge at least fifteen (15) working days prior written notice before such leave will be granted.

E. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee while on an authorized short-term administrative union business leave of absence for the duration of said authorized leave.

Section 6. FUNERAL LEAVE

Members of the bargaining unit shall be allowed up to five (5) working days with pay as Funeral Leave days for a death in the immediate family. Immediate family is to be defined as follows:

Mother, Father, Stepparents, Brother, Sister, Wife or Husband, Son or Daughter, Stepchildren, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Grandparents and Grandchildren.

An employee will be allowed one (1) working day with pay as Funeral Leave for the death of the employee's Aunt, Uncle, Niece or Nephew.

Section 7. PERSONAL LEAVE

A. A personal leave of absence without pay may be granted employees with three (3) months of service by the District Court Judge.

B. A personal leave of absence shall not exceed ninety (90) working days unless written approval is given by the District Court Judge to extend said personal leave.

Section 8. RETURN FROM LEAVE

Employees returning timely from a leave or extension of leave granted under this Article and Article 20, except as provided by law, will have the right to return to their former position or a comparable position only if available. The District Court Judge and the County will utilize temporary employees for the first one hundred twenty (120) days of the leave. After the first ninety (90) days of the leave, the District Court Judge and the Union will engage in a Special Conference to determine the status of the employee and whether the position will remain available or be permanently filled. If after the Special Conference the position is permanently filled, the District Court Judge and the County will be under no obligation to create a position or displace incumbent employees to accommodate an employee returning from a leave of more than one hundred twenty (120) days. This Section shall not apply to military leaves of absence.

Section 9.

If the District Court budget requires amendment to provide compensation for either the person being granted leave or a replacement worker, such compensation shall be first approved by the County.

ARTICLE 26 VACATIONS

Section 1.

All Court employees hired on or after the effective date of this Agreement shall be entitled to vacations according to the following schedule:

Years of Service	Days of Paid Vacation
1 year	5 days
2-4 years	10 days
5-6 years	15 days
7 years or more	20 days

Vacation leave pay shall be calculated at the employee's then current rate of pay.

Section 2.

The scheduling for paid vacation leave is a mutual responsibility of the employee and the Supervisor and/or District Court Judge. Vacation days must have prior approval of the Supervisor and/or District Court Judge. Approval shall be contingent upon meeting the operational needs of the Court but shall not be unreasonably withheld. Scheduling shall be on a "first come, first serve" basis. Seniority shall prevail when requests are simultaneous.

Section 3.

The full allocation of days, according to the above schedule, shall be credited to the employee upon each anniversary, except for regular part-time employees which will receive seventy-five (75) percent of the allocated days according to the above schedule.

Section 4.

In the event an employee cannot be granted vacation leave within the year they are first eligible to take it, the employee may elect to receive pay for such unused vacation leave at the end of that year (the first pay period following their next anniversary date) or they may schedule such unused leave during the next year.

Section 5.

Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

Section 6.

Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay off of vacation time from their date of separation retroactive to their last anniversary of employment.

Section 7.

If a paid holiday falls within the vacation period, the employee shall be eligible for an additional day of paid vacation leave.

ARTICLE 27 HOLIDAYS

Section 1.

All full-time and regular part-time employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

and such other holidays as may be established by action of the District Court Judge and the County.

Section 2.

To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day(s) off.

Section 3.

The District Court Judge shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs, provided that the employee shall give sufficient notice to provide the supervisor and/or District Court Judge opportunity to make necessary operational arrangements.

Section 4.

Paid Holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

ARTICLE 28
HEALTH INSURANCE

The Employer shall provide full-time and regular part-time employees employed on the effective date of this Agreement with a health insurance plan:

- A. The Employer shall select or change the insurance carrier and benefit levels at its discretion.
- B. All benefits shall be subject to the provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible newly hired employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.
- D. When employment and seniority is interrupted by layoff, discharge, quit, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.
- E. The Employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by Sanilac County.

Section 2. Cash Option

Employee(s) eligible to participate in the plan who elect not to participate shall be entitled to an annual cash payment in lieu thereof in an amount as determined by the Board of Commissioners.

Payment of said insurance compensation to such employee(s) shall be paid in bi-weekly payments as regular payroll after the employee has indicated in writing that they do not wish to participate in the County insurance plan.

Section 3.

Employees shall be permitted to opt or rejoin the health insurance plan during May of each year.

Section 4.

To acquire and maintain benefits under the plan, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and /or insurance carrier.

Section 5.

The County will notify newly hired employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

Section 6. Health Care Cost Containment

The Employer will provide identical medical coverage to bargaining unit members as that which is provided all other county employees; including elected and appointed officials; including prescription coverage co-pays, vision and dental coverage. The carrier for all plans shall be the option of the Employer. The only exception is collective bargaining unit employees eligible for 312 arbitration who participate in a different plan as a result of an Act 312 award.

If an arbitration process results in a voluntary agreement prior to an arbitrator's Act 312 award that provides an improved health plan or benefits then in that event TPOAM members shall be entitled to participate in the improved health plan benefit and compensation level.

ARTICLE 29
LIFE INSURANCE

Section 1.

The County shall provide ten thousand dollars (\$10,000.00) term life insurance to bargaining unit employees with AD&D with carrier of the County's choice.

Section 2.

Terminally ill employees shall have the option to continue to pay insurance premiums insofar as carrier permits.

ARTICLE 30

TRANSCRIPT PREPARATION

Except for transcripts requested by the District Court Judge, transcripts shall be prepared before or after regular working hours with payment to be made for such services in accordance with Michigan Statutes.

ARTICLE 31

RETIREMENT

Section 1.

All employees shall, upon their date of hire, participate in the Sanilac County Employees Retirement Plan and Trust Plan. Employees will be eligible for full pension at age 55 with twenty-five (25) years of service.

Section 2.

The employees no longer contribute to the Retirement System; therefore, the contribution of the County shall be increased to offset the reduction in the employee contribution. Employees hired after June 01, 2002, shall contribute 5% of their gross wages to the Retirement System.

Section 3.

Effective with this Agreement, any and all earned time off (ETO) benefits paid shall be calculated and included as Gross Wages Paid pursuant to the applicable provisions of the Pension Plan.

Section 4.

The County agrees to keep the retirement program in effect during the life of this Agreement.

Section 5.

The multiplier factor for retirement/pension benefits shall be 2.0 until an actuary study can be completed. At that time the union and employer shall meet to discuss the results and negotiate an increase to 2.1.

ARTICLE 32

LONGEVITY

Section 1.

Longevity compensation is based on Total Length of Service with the County and does not relate to the length of service in a particular classification or department.

Section 2.

Longevity compensation, subject to all applicable taxes and deductions, will be paid to employees on their County Seniority date as follows:

- A. Employees with no less than fifteen (15) and no more than nineteen (19) years of service: One Hundred Fifty (\$150.00) Dollars.
- B. Employees with twenty (20) or more years of service: Three Hundred (\$300.00) Dollars.

ARTICLE 33 ACT OF GOD

Section 1.

In the event of a natural disaster or man made disaster or emergency, the Chairperson and/or Vice-Chairperson of the Board of Commissioners and/or County Administrator, with the concurrence of the District Court Judge, may declare the same and authorize the closing of all county offices and/or services.

Section 2.

In the event of a natural disaster or man made disaster or emergency, the Chairperson and/or Vice Chairperson and/or County Administrator, with the concurrence of the District Court Judge, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive straight pay for the work performed. In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reasons other than discipline by the County and/or District Court Judge, they shall receive their full day's pay for that day. Under no circumstances shall an employee who elects to remain at work, after being informed not to, be paid "overtime" for that day or any part thereof.

ARTICLE 34

SAFETY COMMITTEE

It will be the responsibility of the County and the District Court Judge and employees to report any malfunction of equipment, or any unsafe working conditions which they may observe. The County and the District Court Judge shall provide a place of employment which is reasonably free from physical and health hazards. The County and the District Court Judge and Union will establish a joint Safety and Health Committee. This Committee shall meet periodically to inspect safety and health conditions and make any necessary recommendations.

ARTICLE 35

SUPPLEMENTAL EMPLOYMENT

Members of the Bargaining Unit may engage in supplemental employment, provided that such supplemental employment shall not diminish the employee's ability to perform their regularly assigned duties, including regular overtime and/or emergency work, nor place the employee in a conflict of interest nor create the appearance of impropriety or reflect adversely upon the Court.

ARTICLE 36

WORKER'S COMPENSATION

Worker's Compensation coverage as administered by the Michigan Bureau of Worker's Compensation shall be maintained in full force and effect throughout the duration of this Agreement. No changes in carrier shall be made without a thirty (30) day notification to the Union. Time lost due to compensable injury shall be considered as time worked.

ARTICLE 37
UNEMPLOYMENT INSURANCE COVERAGE

Unemployment insurance coverage shall be provided by the Sanilac County Board of Commissioners through the Michigan Employment Security Commission and shall be maintained in full force and effect throughout the duration of this Agreement.

ARTICLE 38
SOCIAL SECURITY COVERAGE

Social Security coverage as administered by the Social Security Administration (U.S. Department of H.E.W.) shall be maintained in full force and effect throughout the duration of this Agreement.

ARTICLE 39 PAY CHECKS

Paychecks will be presented to employees every other Friday before the end of the work day.

When a pay day falls on a holiday, paychecks will be dated and delivered to employees by 4:30 p.m. the eve of the holiday.

ARTICLE 40

EDUCATION AND TRAINING

Full-time seniority employees will be reimbursed for tuition and fees for approved coursework in accordance with the following provisions:

- a) Employees must be full-time and on the active employment payroll at the beginning of the course, during the course, and at the completion of the course. Probationary employees are excluded from applying and being reimbursed.
- b) Coursework must be taken through an accredited college or educational institution, and must be job related. "Job related" means coursework taken by the employee to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the established County wide system.
- c) The amount reimbursed for an approved course will be determined by the District Court Judge based on the job relatedness of the course.
- d) Eligibility for reimbursement is subject to the approval of the District Court Judge and the Board of Commissioners. To be considered for reimbursement, employees must make application for education reimbursement through the County Administrator's Office. The application must identify the educational institution, the course name(s) and number(s), anticipated completion date, a description of the course(s), the costs and fees associated with the course(s) for which the employee seeks reimbursement, and a brief statement describing how the course(s) is/are "job related" as defined herein. The District Court Judge reserves the right to request additional information regarding the course(s). Such request should be submitted as soon as possible, but under no circumstances will an application be approved if it does not include the required information and/or is not submitted by the employee within two (2) weeks following the first day of class. The request shall be acted upon within two (2) calendar weeks of receipt, and employee notified within five (5) business working days of decision to accept or reject.
- e) Upon completion of approved courses, employees must submit to the County Administrator an official copy of the grade report or similar official evidence of completion of the course and a receipt for tuition payment of the course. Even if the course(s) have been otherwise approved, reimbursement shall not be made for any course which is not completed with a passing grade.
- f) Reimbursement for an approved course is contingent upon the agreement of the individual employee that he or she will remain in the employ of the County for eighteen calendar months after receiving reimbursement. In the event the employee leaves the employ of the County for any reason within the eighteen month period, the employee shall agree to return the reimbursed amount to the County as a withholding from the employee's final pay.

ARTICLE 41
EFFECTIVE DATE

The modification and extension of this Agreement shall become effective as of the 1st day of January 2009.

ARTICLE 42
TERMINATION

This Agreement shall continue in full force and effect until December 31, 2011, and thereafter only in accordance with a written agreement by the parties for an extension.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year set out below:

FOR THE UNION:

DATED: _____, 2010

FOR THE COUNTY:

DATED: _____, 2010

FOR THE DISTRICT COURT JUDGE:

DATED: _____, 2010

APPENDIX A. - WAGES AND CLASSIFICATIONS

District Court TPOAM Employees shall be reclassified as follows effective January 1, 2010:

<u>Current Classification</u>	<u>New Classification</u>	<u>2010 Hourly Rate</u>
Clerk III Beg Level \$11.85/hour 5 year scale	Court Clerk I Beg. Level 5 year scale	\$12.23
Clerk II 4 Year Level \$12.55/hour 5 year scale	Court Clerk I 1Year Level 5 year scale	\$12.76
Court Clerk II 3 Year Level \$14.50/hour 3 year scale	Court Clerk III 1 Year Level 3 year scale	\$14.91
Court Clerk I 3 Year Level \$13.71/hour 3 year scale	Court Clerk II 2 Year Level 3 year scale	\$14.10
Court Clerk II 3 Year Level \$14.50/hour 3 year scale	Court Clerk III 1 Year Level 3 year scale	\$14.91
Court Clerk II 3 Year Level \$14.50/hour 3 year scale	Court Clerk IV Beg. Level 3 year scale	\$15.27