

AGREEMENT

This Agreement entered into on this 1st day of January, 2010, between the Luce County 92nd District Court (hereinafter referred to as the "Employer") and the employees of the Luce County 92nd District Court Chapter of Local #2530, affiliated with Council #25 AFL-CIO (hereinafter referred to as the "Union").

The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT:

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION.

Section 1.1 Collective Bargaining Units . Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full time and regular part-time employees employed by and under the direction of the 92nd District Court for the County of Luce, excluding all elected officials.

Section 1.2 Definitions . The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those permanent full time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement, the following definitions

are applicable.

- (a) Permanent Full Time Employee: A permanent full time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.
- (b) Regular Part-Time Employee: A regular part-time employee is an employee who is working less than the full time requirements required of that position.
- (c) Irregular Part-Time, Temporary and Seasonal Employees: Irregular part-time, temporary and seasonal employees who are scheduled to work a specified amount of time with the understanding that employment will terminate with a pre-established date or condition with the exception of vacation relief previously agreed to by the Union and Management.
- (d) Employer: The definition of the Employer contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement, and it shall not be binding upon the parties hereto for other purposes to the extent that an Employer may be otherwise defined under the laws of the State of Michigan.
- (e) Supervisor: A supervisor is any person with the authority to hire, transfer, lay off, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. The Union agrees not to coerce employees into the Union membership and further agrees not to make agreements with any other union for the purpose of coercing the Employees.

ARTICLE 3. UNION SECURITY (Agency Shop):

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment, to continue membership in the Union or pay a service to the Union equal to dues and initiation fees.
- (b) Employees hired, rehired, reinstated or transferred into the

bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of the employment in the unit.

ARTICLE 4. DUES CHECKOFF:

- (a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided, that said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract. The termination must be given both to the Employer and the Union.
- (b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorizes the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- (c) The Employer agrees to provide this service without charge to the Union. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this article or from complying with any requests for termination under this article. The employee's earnings shall be regularly sufficient, after other legal and required deductions are made, to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in nonpay status for an entire pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of said authorization form, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, service fees or any other deductions not in accordance with this provision.
- (d) See attached authorization form.
- (e) Dues/PEOPLE Check-off.

_____The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5. REPRESENTATION FEE CHECK-OFF

- (a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph "d"), provided, that said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.
- (b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) See attached authorization form.

ARTICLE 6. REMITTANCE OF DUES AND FEES

- (a) When deductions begin:

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

- (b) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the

financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7. UNION REPRESENTATION

(a) Steward.

The Employees covered by this Agreement shall be represented by not more than one steward. The Employer shall be notified of the name of the steward and the Unit Chairperson. The Unit Chairperson or the Steward shall be allowed the necessary time off during working hours without loss of pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

Employees covered by this Agreement shall be represented in negotiations by two (2) negotiating committee members. Bargaining by the parties shall commence either during regular working hours or outside of regular working hours. Members of the bargaining committee shall be paid by the Employer for time spent in negotiations (maximum to be two members to be paid).

ARTICLE 8. RIGHTS OF THE EMPLOYER:

It is understood and hereby agreed that the Employer reserves and retains solely and exclusively, all of its inherent and customary rights, powers, function and authority of management to manage the governmental operations of the Court, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute, or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions with the Employer; further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Court. It is also agreed that the Employer has the right to determine the methods, means, personnel, or otherwise, by which the business of the Court shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof, as well as to determine the size of the work force and to increase and decrease the number of employees retained; to adopt, modify, change, or alter its budget; to combine or reorganize any part or all of its operations; to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; and to determine the number of supervisors. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with

the Constitution and laws of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Court hereby reserves and retains all of its inherent and lawful rights, responsibilities, and authority under the applicable Michigan laws or any other national, state, county, district, or local law or regulations as they pertain to the Court.

ARTICLE 9. SPECIAL CONFERENCES:

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of the Union and two representatives of management. 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 conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and the Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representative may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 10. GRIEVANCE PROCEDURE:

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other condition of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer, in writing, within the (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it in writing by the Union. All time limits within this article may be extended upon mutual agreement, in writing, by both parties.

Step 1: Any employee having a grievance shall present it to the Supervisor as follows:

- (b) The employee will present his/her grievance to his/her supervisor with a copy to his/her steward. Upon receipt of the grievance the supervisor shall sign and date the steward's copy of the grievance.
- (c) The supervisor shall give his/her answer to the steward within three (3) working days of receipt of the grievance.

Step 2:

If the supervisor's answer to STEP 1 is not satisfactory, the Union may appeal

the supervisor's decision to the District Court Judge within five (5) working days. The Judge will answer in writing within five (5) working days of receipt of the appeal.

Step 3:

- (a) If the Judge's answer to STEP 2 is not satisfactory and the Union wishes to carry the matter further and Council #25 considers the dispute to be grievable, the Chapter shall file a demand for arbitration within sixty (60) days in accordance with the American Arbitration Association's Rules and Procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- (c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of the arbitrator.
- (d) A grievance may be withdrawn without prejudice, and if withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event the withdrawal without prejudice will not affect financial liability.
- (e) It is understood and agreed that, if this Court comes under the jurisdiction of Michigan Public Acts 438-443 of 1980, no provision in this Agreement shall be construed in conflict with said Public Act, recognizing that said Public Act has preference over the terms of this Agreement.

ARTICLE 10(A). PAYMENT OF BACK PAY CLAIMS:

If the Employer fails to give an employee work to which his/her seniority entitles him/her, and a written notice of his/her claim is filed with the Supervisor within thirty (30) days, of the time the Employer first failed to give him/her such work, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such

work.

ARTICLE 11. COMPUTATION OF BACK WAGES:

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 12. DISCHARGE AND SUSPENSION:

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

(c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 2a of the grievance procedure. If Article 12 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of the discharge or suspension.

(d) Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor prior infractions which occurred more than 2 years previously. Major prior infractions may be used for up to 4 years.

ARTICLE 13. SENIORITY (Probationary Employees):

(a) New employees hired in the Unit shall be considered as probationary employees for the first six (6) calendar months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the Unit and shall rank for seniority from the day six (6) calendar months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged or disciplined employees for other than Union activity.

(c) Seniority shall be on a unit-wide basis.

(d) Whenever an employee bids on a position in a different chapter, and is successful, said employee shall retain all seniority accrued from the date of hire for all benefits provided by the terms of this Agreement. For the purposes of Layoff, Recall and Job Posting and Bidding, said employee shall be considered less senior than all other employees in the department at the time of hire for that position.

ARTICLE 14. SENIORITY LISTS:

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the Unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.

ARTICLE 15. LOSS OF SENIORITY:

An employee shall lose his/her seniority for the following reasons:

(a) He/she quits;

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He/she is absent for two (2) consecutive days without notifying the Employer. Said working days must be two (2) completed scheduled shifts. In unusual circumstances, exceptions may be made by mutual agreement between the Union and the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

(d) He/she does not return to work when recalled from layoff as set forth in the recall procedure. In unusual circumstances, exception may be made by mutual agreement between the Union and the Employer.

(e) The employee is not recalled from a layoff for a period equal to the employee's seniority or two (2) years whichever is less.

(f) Return from sick leave and leaves of absence will be treated the same as (c) above.

(g) When for any reason the employee has not worked for 24 consecutive months or a time equal to their most recent hired length of service whichever is less.

ARTICLE 16. SENIORITY OF STEWARDS.

Notwithstanding their position on the seniority list, stewards, and the Unit Chairperson shall, in the event of layoff of any type, be continued at work as long as there is a job in the unit which they are qualified to perform and shall be recalled to work in the event of a layoff on the first open job in the unit which they are qualified to perform.

ARTICLE 17. LAYOFF:

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funding. In the event that a reduction in personnel occurs, the Employer agrees to lay off the least senior employee first and thereafter use the inverse order of seniority, provided that the remaining senior employees meet the minimum requirements and are capable of performing the required work. An employee who is laid off may, within three (3) calendar days of notification of layoff exercise their seniority by taking the job of the least senior employee in the bargaining unit who is working in a classification for which they have the necessary qualifications and meet minimum requirements. The bumped employee may thereupon be given immediate notice of layoff, the provisions concerning advance notice of layoff notwithstanding, and such bumped employee shall also have the right to elect to bump as provided. Lateral or down bumping only will be allowed.

(b) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Employer.

(c) In the event it becomes necessary for a layoff, the Employer shall inform the employee to be laid off with fourteen (14) calendar days advance notice, in writing, and shall provide a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations, to the proper Union Representatives.

ARTICLE 18. RECALL:

When an employee is recalled, said recall shall be according to Unit seniority with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail and a copy shall be sent to the Chapter Chairperson. If the employee fails to return to work within fifteen (15) calendar days from the date of mailing of notice of recall, he/she shall be considered a "quit". In unusual circumstances, exceptions may be made by mutual agreement. Upon recall, an employee must be returned to his/her former classification.

ARTICLE 19. TRANSFERS:

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within ninety (90) days, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purposes of any benefits provided in this agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classifications. Location exchange will be allowed in such cases.

ARTICLE 20. JOB POSTINGS AND BIDDING PROCEDURES:

(a) All vacancies and/or newly created positions within the bargaining unit shall be posted within thirty (30) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position and whether or not testing will be necessary to verify minimum requirements, in a conspicuous place on bulletin boards in each building. Employees interested shall apply, in writing, within the seven (7) working days' posting period. The qualified applicant with the greatest seniority shall be given the job. The senior employee applying for the position who meets the minimum requirements shall be granted up to a four-week trial period to determine:

1. His/her ability to perform the job.
2. His/her desire to remain on the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for the denial shall be given in writing to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for

the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairperson as to who was awarded the job.

(c) During the four-week trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employee will receive the rate of the job they are performing.

ARTICLE 21. VETERANS (Reinstatement of):

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 22. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS:

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement where the Employer is required to grant said leave by law.

ARTICLE 23. LEAVES OF ABSENCE:

(a) Leaves of absence without pay for periods of not to exceed 365 days will be applied for in writing. on an application form supplied by the Employer, by the employee to his supervisor; such request shall contain the duration requested and such leave shall be granted, in writing, without loss of seniority for:

- 1 - illness leave (physical or mental); and
- 2 - prolonged illness in the immediate family.

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to 365 additional days but such added time is at the Employer's sole discretion.

Employees shall accrue seniority while on leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to the position to which his/her seniority entitles him/her, provided he/she meets the minimum qualifications of the position.

The employee shall supply the Employer with a certification from a physician of the necessity for any such absence. The Employer may request additional medical certification at any time during said period to substantiate the necessity for continued leave. Employees may use accumulated paid sick leave during this medical leave if allowable under the sick leave provision.

(b) Under the Family and Medical Leave Act an employee may request a child care leave of absence without pay.

(c) Members of the Union selected to attend a function of the Union shall be allowed seven (7) days per year without pay to attend such function. No more than one (1) employee shall be allowed said time off at any one time.

(d) Employees hired to replace employees on leaves of absence will be considered temporary employees and will not be subject to the rate of pay and terms and conditions of the contract, nor will they accrue seniority. This section shall not supercede Article 26.

ARTICLE 24. UNION BULLETIN BOARD:

The Employer shall provide space on existing bulletin boards in the Employer's place of business which may be used by the Union for posting notices pertaining to Union business. Such notices shall be limited to elections, meetings and social affairs. Any other notices or information which the Union wishes to place on said bulletin board must have the prior approval of the Employer.

ARTICLE 25. RATES FOR NEW JOBS AND RECLASSIFICATION REQUESTS:

(a) NEW JOBS. When a new job is created within the employment unit, the employer will notify the Union of the classification and pay rate structure prior to its becoming effective. In the event the Union does not agree that the classification and pay structure are proper, it shall be subject to negotiation.

(b) CONSOLIDATED POSITIONS. For purposes of this Agreement, should existing positions be consolidated resulting in the reduction of the work force, the employer will notify the Union of the classification and pay rate structure prior to its becoming effective. In the event the Union does not agree that the classification and pay rate structure are proper, it shall be subject to negotiations. Any and all such action by the Chief Judge of the employer shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

(c) RECLASSIFICATION REQUEST. During the term of this Agreement, employees who seek to be reclassified, given a non-automatic step increase, or have their classification reallocated to a higher pay grade may make an application in writing

for such change to their immediate supervisor. The employee's immediate supervisor will then analyze the situation. If the employee's immediate supervisor does support the requested change, the reasons therefore will be noted upon the application, and the application will be forwarded to the Chief Judge of the employee, together with a detailed written analysis from the employee's immediate supervisor. If the immediate supervisor supports the application the same procedure shall be followed with a detailed written analysis attached. As a general rule, a significant change in job content, duties and responsibilities must have occurred to justify any request for reclassification. Increases in employee's proficiency at their assigned tasks or heavy workloads, standing alone, will not normally be considered sufficient justification for favorable action. After receipt by the Chief Judge of the documentation submitted by an immediate supervisor, along with any other supporting data, such as employee's job description and employment history, may in his sole discretion, approve, reject or modify the requested change, providing funding is available. Any and all such action by the Chief Judge shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement. The Union shall be notified in writing of the action taken by the Chief Judge within five (5) days of such action. All reclassifications shall be retroactive to the date of initial submission if the employee has been actually performing the duties contained within the reclassification.

ARTICLE 26. TEMPORARY ASSIGNMENTS:

Temporary assignments for the purpose of filling vacancies of employees, who are on vacation, absent because of illness, etc., will be granted to the senior departmental employee who meets the minimum requirement for such job. Such employee will receive the rate of pay of the higher classification; provided that such employee shall fill the vacancy for a period in excess of 25 consecutive working days.

ARTICLE 27. JURY DUTY:

An employee who reports for jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

ARTICLE 28. SAFETY COMMITTEE:

A safety committee of employees and employer is hereby established. This committee shall consist of the stewards, and shall meet at the call of either party during regular daytime working hours for the purpose of making recommendations to the Employer. In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

ARTICLE 29. WORKER'S COMPENSATION (On-the Job Injury):

- (a) Each employee will be covered by the applicable worker's compensation

laws and the Employer further agrees that an employee being eligible for worker's compensation may use sick leave time sufficient to make up any difference between the amount which he/she would receive pursuant to the worker's compensation laws and his/her regular weekly income.

(b) Whenever an employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted, all sick leave used will be paid back to the Employer by the employee not accruing any sick leave until all days for which worker's compensation has been paid are deducted. However, the employee may not use more sick days than he/she has accumulated.

ARTICLE 30. WORKING HOURS:

(a) The regular work week for court employees is established at thirty-five (35) hours per week. The work days shall begin at eight o'clock (8:00) in the morning and end at four o'clock (4:00) in the afternoon. It is understood and agreed that the working hours for employees in this court may be changed pursuant to agreement by and between the employees and the Judge.

(b) Employees shall be allowed sixty (60) minutes for lunch.

(c) Employees may take a fifteen (15) minute coffee break in the a.m. and a fifteen (15) minute coffee break in the p.m., which coffee break may be taken outside of their working area.

(d) An employee on call-out will receive time and a half where applicable for the actual hours worked or two hours straight time, whichever is greater.

ARTICLE 31. SICK LEAVE:

(a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with ninety (90) days maximum accumulation which shall be used for non-occupational disabilities, except as set forth in Article 29. A maximum of forty-five (45) unused sick leave days will be paid in one payment on the first pay period after termination. Sick leave will be deemed to be continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(b) A childbirth leave, with those benefits as provided by law for which the employee is eligible due to her certified and diagnosed disability, will be granted, for a period of up to six (6) weeks, or as otherwise certified by a physician. The employee requesting such leave shall file her request, written or verbally, five (5) months before

the expected birth of the child. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue her position during her pregnancy.

ARTICLE 32. FUNERAL LEAVE:

An employee shall be allowed three (3) consecutive working days with pay as funeral leave not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, step-brother, step-sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. The Chapter Chairman or his representative shall be allowed one (1) funeral leave day with pay to be deducted from leave in the event of a death of a member of the union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 33: TIME AND ONE-HALF:

Where a normal work day consists of (7) hours per day and thirty-five (35) hours per week, an employee working between thirty-five (35) and forty (40) hours per week shall be given the option of taking compensatory time off with pay equal to the time worked over thirty-five (35) hours, or can take straight pay for the hours worked, not to exceed forth (40). Employees shall receive wages at the rate of time and one-half for each of said hours worked in excess of forty (40) hours per week. All employees covered by this Agreement, who perform work on a Sunday, shall be paid at the rate of time and one-half for those hours actually worked on said Sunday. All such overtime shall have prior approval of the Supervisor except in the case of an emergency. Overtime for an emergency must be reported by the employee within one (1) working day to their supervisor. During a layoff, overtime may be performed only during an emergency. If the Union feels the Employer is abusing the above right, the matter shall be referred to Step Three (3) of the Grievance Procedure.

ARTICLE 34. HOLIDAY PROVISIONS:

- | | |
|------------------------|-----------------------------------------------|
| New Years Day | General Election (November even number years) |
| Martin Luther King Day | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Good Friday | Day Before Christmas Day |
| Memorial Day | Christmas Day |
| Independence Day | Day After Christmas |
| Labor Day | |
| Veteran's Day | New Years Eve Day |

Employee's Birthday (must be taken within pay period of Birthday)

Employees will be paid their current rate based on their regularly scheduled work day for said holidays.

Should a holiday fall on a Sunday, Monday shall be considered as the holiday. Should an employee be required to work on a holiday, said employee shall receive wages for said hours worked at the rate of time and one-half and, in addition thereto, shall receive compensatory time for the hours worked which shall be determined on a straight-time basis.

(c) If a holiday falls on a Saturday, the Employer will either schedule the preceding Friday off with pay, or the Employer shall provide an extra day's pay in lieu of the holiday.

(d) Whenever consecutive holidays occur on a weekend or any part of a weekend, Friday and Monday shall be considered the official holidays.

ARTICLE 35. PERSONAL LEAVE DAYS:

(a) Personal leave time is provided to care for personal activities. Personal leave time is available to all permanent full time and regular part-time employees who have completed one year of service and have accumulated sick leave. The Employer will make available a total of FOUR days to be used for personal leave in each anniversary year. The anniversary year shall be defined as that date on which an employee has been employed continuously for one year.

Should the employee make use of more than one (1) personal leave day, any additional days shall be deducted from the employee's accumulated sick leave bank. The first personal leave day taken is granted by the Employer, not to be charged against sick leave, and shall not be accumulative from year to year. The employee will forfeit said day if the employee fails to utilize the benefit.

(b) Personal leave days shall be used at the employee's discretion, and except for stated emergencies, only upon reasonable notice to and with the agreement of the Employer. Requests for personal leave days shall not be unreasonably withheld by the Employer.

(c) Personal leave cannot be used as an adjunct to annual leave or holiday leave.

ARTICLE 36. LONGEVITY PAY:

Section 1: Regular full-time employees who are actually employed on December 1st of a given year and who have actually worked 1400 or more hours during the year shall be entitled a single longevity payment at the rate of \$100.00 for each year of completed

service. i.e. one (1) year - \$100.00; two (2) years - \$200.00. The longevity payment shall be made in the pay period immediately following December 1st of each year and shall not exceed \$1800.00 per employee notwithstanding years of service. .

Section 2: Regular part-time employees who are actually employed on December 1st of a given year and who have actually worked 1040 hours but less than 1400 hours during the year shall be entitled to a single longevity payment at the rate of \$60.00 for each year of completed service. I.e. one (1) year - \$60.00; two (2) years - \$120.00. The longevity payment shall be made in the pay period immediately following December 1st of each year and shall not exceed \$1000.00 per employee notwithstanding years of service.

ARTICLE 37. VACATION ELIGIBILITY:

The calendar year shall be used to compute vacation benefits. An employee will earn credits toward vacation with pay in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION WITH PAY</u>
Less than 2 years	1.3 hours per pay period for a maximum of 35 hours of vacation per year.
2 but less than 4 years	2.70 hours per pay period for a maximum of 70 hours.
4 but less than 8 years	4.05 hours per pay period for a maximum of 105 hours
8 but less than 15 years	5.40 hours per pay period for a maximum of 140 hours
15 years and over	5.75 hour per pay period for a maximum of 175 hours.

There will be no payout of vacation if an employee is terminated prior to one (1) year of service.

If an employee is discharged, resigns or retires, he or she shall be paid for any unused vacation time and pro-rated prior to the anniversary date.

ARTICLE 38. VACATION PERIOD:

(a) Vacations will be granted at such times during the year suitable to the employee and the Employer.

(a) Vacations will be granted at such times during the year suitable to the employee and the Employer.

(b) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation shall be rescheduled and such time off shall be charged to either sick leave or time off without pay. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation period.

(e) It shall be the responsibility of the employee to submit requests for vacation time far enough in advance so that they may be scheduled by the supervisor without disruption of the department work schedule. Failure to do so may result in loss of vacation time.

(f) After two (2) years of service employees must use five (5) consecutive days of vacation once per calendar year.

ARTICLE 39. PAY ADVANCE:

(a) If a regular payday falls during an employee's vacation, he/she will receive, if requested, that check in advance before going on vacation.

(b) If an employee is laid off or retires, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in current calendar year. A recalled employee who received credit at the time of layoff, for the current calendar year, will have such credit deducted from his/her vacation the following year.

(c) Rate during vacation: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 40. HOSPITALIZATION MEDICAL COVERAGE:

(a (1)) The Employer shall provide insurance as outlined in **Appendix B** or as modified under section 2 below. Each employee who is eligible for and has his/her health insurance coverage shall pay ten (10) per cent (%) of the monthly premium costs for employee, spouse, and/or family coverage.

(a (2)) The Employer and the various Unions representing all health insurance covered employees shall form a health care committee. This committee shall meet

during the term of this agreement at least annually to study health costs, to accept bids from other carriers, and for consideration of changes in insurance coverages. The committee shall consider new carriers, changes to deductibles and co-pays as necessary to keep future premium cost increases below the rate of inflation as published and used by the state treasurer for real property tax collections in the State of Michigan. The committee shall recommend to the Union and the Employer such changes as are necessary to accomplish this cost containment goal.

(b) If an employee from the time they last worked is drawing workers compensation weekly wage loss benefits payable from the last day of work, then the Employer agrees, in the same manner the Employer paid prior to the granting of the workers compensation weekly wage loss benefits, to pay the Employer portion of the premium for applicable medical insurance for a period of time not to exceed six months from the last day of work or the duration of the disability whichever is less. A retroactive award of weekly wage loss benefits shall only require the employer to reimburse the employee such portion of the health care premiums the employee actually paid to the employer for the employer's share of premiums for coverage with the employer during the six month period after the last day of work.

(c) Employer shall, beginning January 1, 2001 fund this plan at the rate of \$83.33 per month to a maximum of \$1,000.00 per year. Employee shall be eligible for any IRS deductible medical costs for reimbursement at the rate of the amount that is built up in the fund at the time the bills are submitted. All EOB reports must be submitted through Employer signed by the Judge. This fund will revert back to zero as of January 1 of each year.

(d) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may at retirement age, have the privilege of continuing the BC/BS Insurance Group Medical Policy or Medicare supplement coverage; provided that said employee is eligible under the time Medical Policy. The employee must pay the group premium rate in effect, in advance, for said coverage and only until such time as the employee and/or his/her spouse or dependents attain the age of sixty-five (65) years, or are eligible for Medicare benefits or other government medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employer's group policy, a Medicare supplement policy. The cost of said policy to be paid, in advance, by the employee at a rate established in accordance with the policy terms. The above privilege will be extended for those employees who, at retirement age, have completed ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(e) In addition, the Employer will pay for Blue Cross and Blue Shield of Michigan Health Insurance for retirees provided the employee has 15 years of employment, age 60 and eligible for retirement under MERS, current county plan, and Medicare supplemental coverage at age 65. This benefit shall no longer be provided to any

employee who was hired after 1/1/2007.

(f) Employees who retire from the employer in accordance with the provisions of the Employer's retirement system may, at retirement age, continue the Employer's time Group Policy for life insurance, if the employee pays the group premium in effect, in advance, for said coverage until age seventy (70). The above privilege will be extended for those employees who, at retirement age, have complete ten (10) or more consecutive years of service with the Employer, immediately prior to retirement.

(g) Retirement or retired wherever used in this agreement means drawing a benefit monthly based on their years of service and their age from the pension plan.

(h) Life Insurance: \$20,000.00 Life Insurance plus \$20,000.00 Accidental/Death/Dismemberment Insurance while employed with Luce County, with the option to purchase spouse/children coverage.

ARTICLE 41. COMPUTATION OF BENEFITS:

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 42. UNEMPLOYMENT COMPENSATION:

Unemployment compensation insurance premiums as required by law will be paid by the Employer for all employees.

ARTICLE 43. CONTRACTING AND SUBCONTRACTING OF WORK:

During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or subcontracting would reduce the work force or circumvent Article 20 of this Agreement.

ARTICLE 44. CONSOLIDATION OR ELIMINATION OF JOBS:

The Employer agrees to notify the Union prior to any consolidation or elimination of jobs and the Employer further agrees to meet with the Union, if the Union shall request such a meeting, in order that the Employer might explain its reasons for such consolidation or elimination of jobs.

ARTICLE 45. BENEFITS (Part-Time Employees):

An employee who works less than twenty (20) hours per week shall receive none of the fringe benefits available to an employee who works thirty-five (35) hours per week. An employee who works in excess of twenty (20) hours per week, but less than thirty-five (35) hours per week shall receive the same fringe benefits as an employee who works thirty-five (35) hours per week.

ARTICLE 46. MILEAGE:

Employees who, as a condition of employment, must use their personal vehicles in their work will be reimbursed at the rate per mile as set by the State of Michigan.

ARTICLE 47. EDUCATION:

In the event an employee is required by the Employer to attend educational classes or sessions, the employee shall be paid his/her regular wages, and the Employer shall be responsible to pay the costs of attending said classes which shall include tuition, course materials, mileage, lodging and meals.

ARTICLE 48. WAIVER CLAUSE:

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, expressed or implied, between such parties and will hence forward govern their entire relationship and constitute their sole source of any and all rights or claims which may be asserted in arbitration hereunder, otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly 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, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 49. SUCCESSOR CLAUSE:

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment, or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 50. APPENDICES:

The following appendices are incorporated and made part of this Agreement:

Appendix A - Classifications and Rates of pay

Appendix B - Pensions and Health Coverages

ARTICLE 51. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 2012.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #25, 710 Chippewa Square, Marquette, Michigan, 49855; and if to the Employer, addressed to Luce 92nd District Court, 407 W. Harrie, Newberry, Michigan 49868; or to any such address as the Union or the Employer may make available to each other.

ARTICLE 52. EFFECTIVE DATE:

This Agreement shall become effective as of January 1, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

Sean Lam 6-30-10
Kami Blauf.

[Signature]

APPENDIX B PENSIONS AND HEALTH COVERAGES

B-4, E-2, FAC-3, V-6, F55/20 of Michigan Municipal Retirement System. The Employee shall contribute 4.3% of gross payroll to the plan by deduction.

The current health insurance is as follows:

- (a) Blue Cross Blue Shield of Michigan PPO Community Blue 12, Vision A-80 with coverage every year, and Dental 100/75/50 \$1000.00 rider. The UP Blue Rider requires the employee to obtain services through Michigan based providers however the employees' responsibility for out-of-state care will be covered under the employers' health reimbursement plan provided; the employee has applied to BC/BS for permission to seek medical attention out-of-state prior to receiving those services and has been denied by BC/BS.
- (b) The employer will pay for services and goods not covered by BC/BSM that was previously covered under the BCBS PPO Community Blue 1, utilizing the company Basic to achieve this.
- (c) The employees' prescription card is changed to a 10/40 co-pay (\$10.00 for generic drugs and \$40.00 for name-brand drugs). If a generic drug is not available, the employee will submit the \$40.00 cost for Basic for a reimbursement of \$30.00 with documentation that the drug is not available.
- (d) It is the employee's responsibility to provide Basic with the information required for reimbursement.
- (e) Preventative services coverage will be up to \$1000.00 per individual per year.

APPENDIX C CALL INS

- (a) When an employee is called into work they shall receive a minimum of two (2) hours of pay.
- (b) If a call is made to their home regarding probationers and an officer stops by the home to sign a search warrant, they shall receive one (1) hour of pay for each incident.

Letter of Agreement

Between

Luce County 92nd District Court

And

Luce County 92nd District Court Employees

Local 2530

Effective January 1, 2011

1). Article 40. Hospitalization Medical Coverage and Appendix B

A). Change: Dental from \$1000.00 to \$1500.00.

B). Add: The employee will pay a \$200.00/\$500.00 deductible, twenty percent (20%) co-pay up to \$500.00/\$1000.00 and emergency room visit to \$250.00. The employer will pay \$3800/\$7600 deductible and co-pay \$2000/\$4000 through Basic.

C). Change: \$10.00 generic, \$40.00 formulary and \$80.00 non-formulary.

2). Appendix A. Classification and Rates

Effective January 1, 2011

Classification	Start	6 Months	1Year	2 Years	3 Years
Magistrate Court Administrator	-	-	-	\$32,604.40	\$37,429.88
Deputy Clerk-Magistrate	\$25,719.40	\$26,229.40	\$26,994.40	\$28,014.40	\$29,269.00

Effective January 1, 2012

Classification	Start	6 Months	1Year	2 Years	3 Years
Magistrate Court Administrator	-	-	-	\$32,695.40	\$37,520.00
Deputy Clerk-Magistrate	\$25,810.40	\$26,320.40	\$27,085.40	\$28,105.40	\$29,360.00

APPENDIX A

Wage Reopener 1/1/11 AND 1/1/12

Effective January 1, 2010

Classification	Start	6 months	1 year	2 years	3 years
Magistrate-Ct. Admin	-	-	-	\$31,785.40	\$36,610.00
Deputy Clerk- Magistrate	\$24,960.40	\$25,410.40	\$26,175.40	\$27,195.40	\$28,450.00

Effective January 1, 2011

Classification	Start	6 months	1 year	2 years	3 years
Magistrate-Ct. Admin	-	-	-	\$31,876.40	\$36,701.00
Deputy Clerk- Magistrate	\$24,991.40	\$25,501.40	\$26,266.40	\$27,286.40	\$28,541.00

Effective January 1, 2012

Classification	Start	6 months	1 year	2 years	3 years
Magistrate-Ct. Admin	-	-	-	\$31,967.40	\$36,792.00
Deputy Clerk- Magistrate	\$25,082.40	\$25,592.40	\$26,357.40	\$27,377.40	\$28,632.00