
AGREEMENT

Between

**Ingham County
30th JUDICIAL CIRCUIT COURT /
FAMILY DIVISION**

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL**

UNION, LOCAL 459, AFL-CIO

for the

**CIRCUIT COURT / FAMILY DIVISION
PROFESSIONAL EMPLOYEES**

January 1, 2009 through December 31, 2011

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AGREEMENT

THIS AGREEMENT is between the 30th Judicial Circuit Court / Family Division, hereinafter referred to as the "EMPLOYER" and the Office and Professional Employees International Union, Local 459, AFL-CIO, hereinafter referred to as the "UNION".

This Agreement shall remain in force and effect commencing the 1st day of January, 2009 through the 31st day of December, 2011.

PREAMBLE

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the EMPLOYER 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 specified conditions of employment.

The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels.

ARTICLE I **RECOGNITION**

Section 1. The EMPLOYER hereby recognizes the UNION as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to Public Act 379 of 1947 of Michigan, as amended, for all 30th Judicial Circuit Court / Family Division employees classified and compensated as professional employees, excluding managerial, supervisory, confidential, casual and all others.

ARTICLE II **NON-DISCRIMINATION**

The parties shall not discriminate predicated upon age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law. All references to employees in this Agreement designates both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.

ARTICLE III
EMPLOYER RIGHTS

Section 1. The UNION recognizes that the EMPLOYER reserves and retains, solely and exclusively, all rights to manage and operate the EMPLOYER'S affairs.

All rights, functions, powers and authority which the EMPLOYER has not expressly and specifically abridged, amended, delegated or modified by this Agreement are recognized by the UNION as being retained and reserved by the EMPLOYER.

Neither the constitutional nor the statutory rights, duties and obligations of the EMPLOYER shall in any way whatsoever be abridged unless specifically provided for under the terms of this Agreement.

Section 2. The EMPLOYER shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However the UNION shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary immediate implementation. Said rules shall be transmitted to the Human Resources Department for its review. If there is concern regarding the fairness of the rule or rule change, the UNION, may request a special conference between the UNION, a representative of the Human Resources Department, and the Department Head, or his/her representative, to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure.

If the UNION does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the UNION, the employee, or the EMPLOYER.

Section 3. The Chief Judge Rule contained in the Court Rules shall be applicable, notwithstanding any contrary provisions contained in this Agreement.

ARTICLE IV
EMPLOYER SECURITY

Section 1. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The UNION agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket on the EMPLOYER'S premises.

The UNION further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any act that interferes in any manner or to any degree with the services of or to the EMPLOYER.

ARTICLE V
DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular, full-time employees and 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 described hereunder. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full-Time Employees: Employees regularly scheduled to work forty (40) hours per week shall be considered as regular, full-time employees. A regular, full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

- B. Three-Quarter-Time Employees: Employees regularly scheduled to work between thirty (30) and thirty-nine (39) hours weekly shall receive the following:
 - 1) Vacation, vacation bonus, sick leave, funeral leave and holiday pay on a prorated basis.
 - 2) Cost of living at one-half the rate that full-time employees are eligible to receive.
 - 3) Dental coverage the same as full-time employees are eligible to receive.
 - 4) Overtime compensation, but only if said employees work over forty (40) hours per week.
 - 5) Said employee shall not receive overtime compensation if they work over eight (8) hours in any one given day.
 - 6) Said employees shall also be eligible to receive two-person hospitalization insurance coverage paid by the EMPLOYER.
 - 7) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.

Notwithstanding anything in this Agreement to the contrary, the parties agree that effective January 1, 1983, the EMPLOYER may reduce full-time employee's hours in lieu of layoff. Prior to layoff or reduction of hours, the EMPLOYER will meet with the UNION to discuss the layoff or reduction of hours for specific positions within a department(s) and possible alternatives.

The affected employee(s) shall have the option to accept the reduced hours position. If the affected employee(s) declines the reduced hours position, then, under those circumstances, the EMPLOYER may fill that position with another person and the affected employee shall be laid off.

Except as stated above, when full-time employees are laid off, there shall be no new additional positions added for three-quarter-time, part-time or special part-time employees in the same classification in the same department as the laid off full-time employee.

C. Part-Time Employees: Employees who are regularly scheduled to work less than full-time, but at least half-time (20 hours per week up to and including 29 hours per week) shall be classified as regular, part-time employees. They shall:

- 1) Be paid for their hours worked at the regular rate of their salary grade.
- 2) Receive overtime pay on the same basis as three-quarter time employees.
- 3) Receive vacation, vacation bonus, sick leave, holiday pay, funeral leave and a cost of living allowance at one-half the rate that full-time employees are eligible to receive.
- 4) Receive health insurance at the single subscriber rate.
- 5) Receive dental coverage the same as full-time employees are eligible to receive.
- 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.

D. Special Part-Time Employees: An employee regularly scheduled to work nineteen (19) hours or less per work week shall be considered a special part-time employee. Such employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

- E. Temporary Employees: An employee who is hired for a period of six (6) months or less will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

This period may be extended for an additional ninety (90) days, provided the temporary employee is not used to displace a regular employee who is on layoff status. Should the ninety (90) day extension be exceeded, the employee shall be eligible for fringe benefits afforded the regular employees after said ninety (90) days has terminated.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

- F. Intermittent Replacements/Casual/Substitute Employees. Employees who are not regularly scheduled to work, but are called to work by the EMPLOYER as a substitute or intermittent replacement for a regular full-time or part-time employee are not members of the collective bargaining unit and as such are not covered by the terms of this collective bargaining agreement.

Section 2. Contracted Benefits. Notwithstanding the above provisions, no benefits shall be afforded to any employee when the EMPLOYER'S contractual arrangement with a third party for said benefits do not permit coverage of said employees.

Section 3. An employee who is on a lay off, and is offered and accepts a special part-time, temporary and/or intermittent replacement, casual, or substitute employee assignment, shall be paid at the rate of pay on the salary schedule the employee received prior to layoff if it is in the same classification. Otherwise, that person shall be paid at the start rate of the particular job. Such employee shall not receive benefits unless that employee is replacing a regular employee on a leave of absence and that regular employee on the leave of absence is not receiving benefits. The EMPLOYER is not obligated to offer a laid off employee such an assignment to a special part-time, temporary and/or intermittent replacement, casual, or substitute employee position and laid off employees are not obligated to accept such an offer. An employee who declines such offer shall retain all other recall rights which they would otherwise have. The obligation of the EMPLOYER as stated above to provide insurance benefits is contingent upon the insurance carrier accepting the employee under the circumstances stated above. He/she shall not be covered under the terms of this agreement.

ARTICLE VI **CLASSIFICATION PLAN**

Section 1. The EMPLOYER has recognized three distinctive groups of jobs based upon similar training and skills required, as well as other qualities providing them with a community of associated interests. This Agreement covers the bargaining unit of most Professional positions, and excludes managerial/ supervisory, confidential, technical, office, paraprofessional and service, supervisory jobs and positions which are not of a professional nature.

Professional jobs fall into one of two groups -- the "Technical Professionals" and the "Administrative Professionals". Technical Professionals are those whose jobs require them to spend the majority of their time performing duties which require knowledge of an advance type in a field of science or learning. Such knowledge is normally obtained by a prolonged course of specialized intellectual instruction and study as distinguished from a general academic education, an apprenticeship, or from training in the performance of routine mental, manual, or physical processes. In addition, Technical Professionals must (a) consistently exercise discretion and independent judgment, and (b) do work that is mainly intellectual and varied as opposed to that which is mechanical or routine. Examples of Technical Professional classifications include: Engineer, Psychologist, and Veterinarian.

Administrative Professionals are those whose jobs require them to spend the majority of their time in responsible, mental work which is directly related to the carrying on of County programs or policies. Such employees must (a) customarily and regularly exercise discretion and independent judgment, and (b) have the authority to make decisions which could have a significant impact on the financial, public, and/or employee relations posture of the County. Example of Administrative Professional classifications include: Appraiser, Public Health Sanitarian, and Juvenile Court Officer.

Section 2. The classification plan for Professional positions shall consist of the classes listed in this Agreement with new positions included as may be recommended by the County Services Committee and approved by the Board of Commissioners.

Section 3. In the event that a new classification is proposed, the UNION shall be notified of the recommended salary prior to presentation to the Administrative Services/Personnel Committee. This notification shall include the criteria used to determine the EMPLOYER'S proposed salary.

If the UNION does not respond to the notice of the proposed rate within three (3) work days, the rate shall become effective upon approval by the Board of Commissioners. If the UNION disagrees with the above within three (3) work days by providing notice in writing, a meeting shall be scheduled within seven (7) work days with the Human Resources Director, and the UNION representative. If there is no resolution at the meeting, and the UNION alleges the rate is unreasonable, it may appeal to the

County Services Committee and present evidence which the UNION believes pertinent. There shall be no appeal from the Administrative Services/Personnel Committee except if the Administrative Services/Personnel Committee's decision is changed by the Board of Commissioners, in which event, the UNION has the right to seek an arbitrator's decision within ten (10) work days, under the Rules of the American Arbitration Association.

Section 4. Disputes as to whether a new classification should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with its applicable administrative procedure.

ARTICLE VII **SENIORITY**

Section 1. Definition of Seniority. Except for layoffs, seniority shall be defined as the length of the employee's continuous length of service as an employee in any classification or Department with Ingham County or any Ingham County Courts and within any represented or non-represented unit. Continuous service is defined as that time actually spent on the active payroll of the EMPLOYER, plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of service and seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number. Seniority for the purpose of layoff is defined in Article VIII, Section 8.

Section 2. Probationary Period.

- A. New employees hired shall be considered probationary employees for the first six (6) months of their employment. Unpaid absences from work in excess of ten (10) work days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months from the date he/she completed the probationary period. The probationary period may be extended once for not more than ninety (90) calendar days, provided that a written notice is made within the first six (6) months of employment to the UNION and the affected employee. An employee whose probation has been extended shall receive the economic benefits of a non-probationary employee.
- B. The UNION shall not represent employees during the probationary period. UNION dues or representation fees shall not be paid during an employee's probationary period.

- C. Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure. Probationary employees can be terminated from employment with or without cause during the probationary period, except for age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law.

Section 3. Seniority Lists. The EMPLOYER shall prepare and maintain a list which shall list the name, date of hire and classification of each employee with seniority status. The EMPLOYER shall submit this list to the UNION on a quarterly basis. In addition, the parties have agreed on a list of employees' classification dates which is attached to this agreement. The EMPLOYER will update this list upon reasonable request, not to exceed four (4) times per calendar year.

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she voluntarily resigns;
- B. He/she is discharged for just cause and is not reinstated;
- C. He/she retires;
- D. He/she is laid off for a period of time greater than his/her seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive work days without notification to the EMPLOYER and without acceptable excuse for not notifying the EMPLOYER;
- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence;
- H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form;
- I. He/she is convicted, pleads guilty or no contest to a felony; or
- J. Within the sole discretion of the Judge, if he/she is convicted or pleads guilty or no contest to a misdemeanor that results in sentenced jail time, excluding 1st OUIL.

ARTICLE VIII
LAYOFF

Section 1. Layoff Definition. In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by positions (classification) within a department.

As a result of a position(s) being eliminated, as stated above, the employee in that position, within that classification, within a seniority group, within an employment status group, within a department, shall be laid off. The EMPLOYER shall determine which employment status groups shall be affected by the elimination of a position(s).

Section 2. There shall be no increase of regular scheduled hours for part-time or special part-time employees if a full-time employee is laid off in the same classification within the same department as a part-time or special part-time employee.

Section 3. Notice of Union.

- A. In the event of a layoff, representative(s) of the EMPLOYER shall meet with the UNION prior to the effective date of the layoff, upon request by the UNION, to discuss possible alternatives to layoffs. Failure of the UNION to provide at least eight (8) work day's notice of its desire to meet for the purpose stated above, shall absolve the EMPLOYER of its requirement to meet. The Human Resources Director shall notify the UNION as soon as practicable of final layoffs. However, nothing shall preclude the EMPLOYER from laying off employees.

- B. The laid off employee and the UNION shall be given at least ten (10) work days' prior notice of the layoff. Notice will be given to the employee in writing or sent by certified mail to the employee's last known address in the personnel file. The requirements stated in this Section 3 shall not apply to employees being laid off due to being bumped.

Section 4. CETA¹ employees who have been transitioned to regular County funded positions, shall have their seniority date computed from their date of hire as a CETA employee, provided that the employee does not have a break in service.

Section 5. In the event of layoff, an employee may use accumulated vacation prior to receipt of unemployment compensation, provided said employee is entitled to the same.

¹ JTPA employees shall be treated the same as CETA employees under Article VIII.

Section 6.

- A. An employee in a position which is funded in total or in part by a state and/or federal grant may be bumped as provided for hereunder, the same as regular funded County employees (same department, classification, seniority grouping, etc.), excluding CETA funded positions, unless the grant and/or regulations do not permit the same. CETA funded employees shall be laid off in compliance with federal regulations.
- B. If a partial or total grant funded position is eliminated, other than CETA, due to termination of the grant or lack of funds in said grant, the grant employee may use his/her seniority to exercise his/her bumping rights, the same as regularly funded County employees, unless the grant and/or regulations promulgated in reference thereto do not permit the same.

Section 7. When a regular County funded employee position transfers to a grant funded position, seniority, for the purposes of layoff, shall be computed from the date of hire in the regular County funded position. Seniority time shall be continued while the employee is funded by the grant. However, if the employee could not be bumped by an employee with greater seniority because of the grant qualifications, then the employees shall only have seniority for layoff purposes during the period when he/she was on regular County funded employment.

Section 8. Seniority Groups.

- A. Seniority groups are incorporated by reference into this Agreement pursuant to Attachment A. Any changes that are necessary will be negotiated between the EMPLOYER and the UNION.
- B. Seniority, for the purpose of layoff or for the purposes of bumping within the same classification being reduced, is defined as the length of service the employee has in the classification (position) being reduced. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number.

Section 9. Leaves of Absence. Employees on an approved leave of absence may exercise their seniority, in the event there has been a layoff during the term of the employee's leave of absence, upon their return.

Section 10. Employment Status Group. Employment status groups are as follows:

Full-Time
Employees

- a. CETA
- b. Temporary
- c. Probationary
- d. Permanent

Part-Time
Employees

- a. CETA
- b. Temporary
- c. Probationary
- d. Permanent

Special Part-Time
Employees

- a. CETA
- b. Temporary
- c. Probationary
- d. Permanent

ARTICLE IX
BUMPING

Section 1. After a position has been eliminated, the employee occupying the eliminated position may exercise his/her bumping rights in the same seniority group, in the same employment status group, within the same department, under the following conditions.

- A. The bumping employee cannot move into a position of a higher salary grade.
- B. The bumping employee must have more seniority than the employee in the position who is to be bumped.
- C. A bumping employee may bump the least senior employee within his/her seniority group and salary grade, except that a bumping full-time employee may bump the least senior full-time employee in order to maintain his/her full-time hours.
- D. If there is no position available in the employee's salary grade, the employee may bump into the least senior position in the nearest lower salary grade within their seniority groups that the employee would be eligible to bump into. However, a bumping full-time employee may bump the least senior full-time employee in order to maintain her/his full-time hours. Such an employee will retain secondary recall rights to her/his original salary grade.
- E. If the bumping employee does not have the required degrees or certificates to bump the least senior employee within his/her seniority group, he/she may bump the least senior employee within his/her seniority group whose position he/she is qualified to perform.
- F. The bumping employee must possess the necessary ability (ability is defined as having sufficiency of knowledge, skill and personal inclination to perform the task of the position, these attributes having been attained by previous experience in related work or education) which will qualify the employee to perform the work adequately, with minimal instructions.

The foregoing provision shall not apply to temporary cases of layoff, not to exceed ten (10) work days.

Said employee must inform the EMPLOYER of his/her decision to bump within three (3) days from the date of receipt of the layoff notification.

Section 2. Seniority, for the purpose of bumping, is defined under Article VII, Section 1.

An employee exercising his/her bumping privileges shall be placed at the same step in the new position as they held in their previous position unless the bump exceeds two (2) grades, at which time the employee would be placed at the step which does not exceed a fifteen percent (15%) decrease in salary.

Section 3. The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least three (3) work days' notification of his/her layoff due to being bumped.

Section 4. Notwithstanding anything in this Agreement to the contrary, employees shall not be able to bump between departments.

Section 5. Recall from Layoff. When opening occur in the same classification within the same seniority group and in the same employment status group in the same department from which employees have been laid off or bumped, such employees will be recalled to the same classification in the same department and in the same seniority groups in the order of their seniority.

Failure to accept recall to a lower salary grade within the same seniority group shall constitute a waiver to recall and a voluntary resignation. A recalled employee who accepts a position at a lower salary grade shall have secondary recall rights to his/her former position for a period of time equal to his/her seniority or thirty (30) months, whichever is less.

Section 6. When a new or open position occurs in a seniority group in a department in a classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same classification, on layoff from a different department, shall be recalled in order of their seniority for said new or open position, provided:

- A. He/she has completed his/her probationary period; and
- B. He/she has the appropriate training and skills to perform the duties of said position; and

- C. The new or open position is within the same classification as the laid off employee.

Notwithstanding anything in this Agreement to the contrary, the recalled employee will be on probation for a period of two hundred fifty-six (256) hours. If, within the sole discretion of the elected official or department head, or their designees, the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement.

Section 7. Notice of recall shall be sent to the employees at their last known address by Registered or Certified mail. A copy of the notice shall simultaneously be sent to the Union Business Agent and Local President. If an employee fails to provide the EMPLOYER written notice of his/her intent to return to Court employment within five (5) working days or fails to report for work within ten (10) working days from receipt of the notice of recall, he/she shall be considered to have resigned from his/her employment.

An employee that fails to report to work within fifteen (15) working days of when the notice was sent shall be considered to have resigned from his/her employment.

Section 8. Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

It is expressly understood and agreed that the maximum liability of the EMPLOYER for failure to recall an employee is thirty (30) days. The EMPLOYER will also send notice of the recall to the UNION by first class mail.

Section 9. Employees covered under the Professional grouping, as stated in this Agreement, shall not have seniority rights, bumping rights or layoff rights in the Technical, Office, Paraprofessional and Service grouping or contract or in any other employee grouping.

Section 10. Notwithstanding any other provisions contained in the Agreement to the contrary, the personal staff of the Judges shall constitute separate seniority grouping per Court, into which no other employees in the same or similar classifications may exercise their bumping rights and no personal staff shall be allowed to bump, in the event of layoff, to another classification. Personal staff within the Circuit Court / Family Division is defined as: Court Reporter.

ARTICLE X **HOURS OF WORK**

Section 1. Work Schedule. Those employees who work on shifts shall be subject to a work schedule. A schedule will be posted once every twenty-eight (28) days indicating the normal workday of every member of the department. Said schedule shall be posted at least five (5) days prior to its effective date.

Section 2. Jury Duty. The EMPLOYER shall pay an employee called for jury duty his/her regular straight time rate he/she would earn if working, less an amount equal to the payment received for jury service. An employee excused with two (2) or more hours remaining in their work schedule must return to work for the balance of the day to receive compensation from the EMPLOYER. In order to receive payment, an employee must give the EMPLOYER at least two (2) days' prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payments received from such jury duty.

Section 3. Work Breaks. Each employee shall be allowed to have two (2) work breaks during the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. A supervisor may require employees to take their breaks at specific times. Each employee shall be allowed a one (1) hour lunch break between the hours of 11:30 a.m. and 1:30 p.m., unless another arrangement is agreed upon by the employee and the department head or the immediate supervisor if the department head is not available. Work breaks do not accumulate if not taken.

Section 4. Court Time. When an off duty employee is required to spend two (2) hours or less in court, he/she shall receive the court paid witness fee; when an off duty employee is required to spend more than two (2) and up to four (4) hours in court, he/she shall receive the difference between the witness fee and \$15.00; when an off duty employee is required to spend more than four (4) hours in court, he/she shall receive the difference between the witness fee and \$27.50. Such time spent in court shall include time excused for lunch if the employee is required to return to court. Mileage that may be paid by the court will be considered separate payment and will not be included in the \$15.00 or \$27.50 total payment specified above. However, said employee shall not be paid mileage by the EMPLOYER. Said payment shall be made only when an employee is required to attend court for a work related incident. When an employee is on vacation and is called into court under this Section, said employee shall not lose vacation time for time spent in court.

Section 5. Call Back. Employees covered hereby who are called back to work preceding their normal shift or after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half their regular rate of pay for call back.

However, this section only applies when an employee has left the premises of the EMPLOYER and is subsequently called back to work.

Section 6. Overtime. Positions of employment covered by this Agreement are professional and sometimes require some incidental uncompensated overtime. Work performed in preparation for subsequent activities, beyond forty (40) hours per week, shall not be compensated for, such as, but not limited to, preparation of the next day's activities. Specific overtime is that time worked beyond forty (40) compensated hours in seven (7) consecutive days that is authorized in advance by the department head to be worked. An employee shall be compensated within ninety (90) days for specific overtime worked at the rate of time and one-half, be it in money or in time off as agreed between the employee and the department head. However, if the budgetary circumstances or the department require, the employee shall have to take time off. Complete records of overtime shall be reported each payroll period to the Payroll Department. Any compensatory hours accumulated beyond eighty (80) hours shall be paid off monetarily subsequent to December 31 of each year.

Section 7. On Call. When an employee is directed to be on call by his/her department head or supervisor and said employee is required to leave their home to conduct County business, this time shall be considered as time worked. The same shall be entered upon the time card of said employee and shall be compensated for as stated in Section 6 (Call Back) of this Article.

An employee on call for a two (2) day weekend will be entitled to eight (8) hours of comp time at straight time, to be taken by the employee with the approval of the department head.

An employee on call for a three (3) or more day weekend will be entitled to sixteen (16) hours of comp time at straight time, to be taken by the employee with the approval of the department head.

The above-stated time shall only be given if the employee is compensated for more than forty (40) hours in said week.

Section 8. Change in Work Schedule. The EMPLOYER may, if it so desires, institute a four (4) day, ten (10) hour day work week. The EMPLOYER agrees to call a special conference with the UNION prior to instituting a four (4) day, ten (10) hour week.

ARTICLE XI **JOB OPENING AND TEMPORARY ASSIGNMENT**

Section 1. Job Openings. In the event of a newly created position or an opening in a vacated position, employees in the bargaining unit shall have an opportunity to apply by adhering to the normal EMPLOYER'S procedure. Applications will be kept on

file for a period of six (6) months and will be considered for additional openings within that period at the applicant's written request. Qualified bargaining unit members will be given consideration for the openings, and will be interviewed by the Human Resources Department. Other qualified applicants will be given consideration for the openings.

Section 2. Temporary Assignment. An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than five (5) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade.

An employee may be temporarily assigned to the work of any position in the same or lower salary grade and shall not suffer any loss of pay during the period of the temporary assignment.

Section 3. Career Ladder Promotions.

- A. The following is the only career ladder promotion group. Career ladder promotions shall be within a department only.

Senior Juvenile Court Officer
Juvenile Court Officer

- 1) For the above-listed career ladder group, a position opening above the entry level will be posted according to the regular County procedures.
- 2) Seniority employees in the herein stated career ladder grouping shall be referred for promotional openings if it is determined that they possess the ability to perform the work, training, experience, physical and technical qualifications and personality and compatibility necessary to perform the duties and functions of the desired positions. Such determination shall be made within the discretion of the EMPLOYER.

Notwithstanding the above, the EMPLOYER reserves the right to determine how many persons will be referred at any one time, which normally will be a maximum of five (5).

- 3) If less than three (3) qualified seniority employees within the career ladder group apply and are eligible for referral, then the most qualified applicants who are not within the career ladder group may also be referred with the qualified seniority employees. In the event that a department has less than three (3) qualified seniority

employees in the lower classification in the career ladder group, then, under such circumstances, the number three (3) shall be considered two (2).

- B. The EMPLOYER reserves the right to refer applicants for an open position in order to comply with present or future equal employment opportunity requirements.
- C. The decision to fill the position will be at the discretion of the department head.

Section 4. Transfers Between Divisions. The following procedure shall be used whenever the EMPLOYER desires to transfer an employee from one division to another for more than sixty (60) consecutive days.

First, the EMPLOYER shall notify, by posting or other method, the employees in the affected classification that it is considering moving one or more employees from one division to another.

Second, employees shall be given a period of five (5) working days to indicate their desire to move to a new division. Interested employees shall notify the Court's designee in writing of such desire within the time period.

Third, if qualified employees have volunteered for a transfer, the EMPLOYER may select from those who have volunteered. If the EMPLOYER desires to place an employee in the vacant position other than those who have volunteered to transfer, the matter shall be discussed at a conference between the employee being transferred and the supervisor in whose division that employee would be transferred. In the event that the matter is not resolved in that conference, the Chief Judge, the employee and supervisor shall meet. The Chief Judge shall then determine which transfer shall occur. The Chief Judge's decision shall be final and binding and not grievable.

Section 5. Trial Period. Any employee who is promoted to a higher paying position within the bargaining unit shall have a thirty (30) day trial period. During that thirty (30) days, the EMPLOYER, within its discretion, can demote the person to his/her former position. That decision shall not be grievable. The employee, also within that thirty (30) days, may opt to revert back to his/her former position.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. "Grievance" shall mean a complaint by an employee or a group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misinterpretation or discriminatory application of any provision of this Agreement. Any grievance filed shall refer to the specific contract provision or provisions alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation. It is the intent of this Section that the employee or employees filing a grievance would apprise the EMPLOYER of the facts of the grievance. All grievances shall be commenced within eight (8) days after the grievance has become known, or should reasonably have been known, by the employee. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 3. General.

- A. Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.
- B. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
- C. Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.
- D. Work Day Definition. For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the UNION or EMPLOYER or is answered by the EMPLOYER or any recognized holidays.
- E. Meetings Concerning Grievance. Appropriate UNION representatives may meet at reasonable times with representatives of the EMPLOYER to discuss and adjust unsettled grievances. Meetings shall be held at

mutually agreed upon times. UNION representatives shall attend such meetings with pay if scheduled during regular working hours.

- F. Grievant Attending Meetings. The grievant may attend all meetings concerning his/her grievance with pay if scheduled during regular working hours, unless grievant has been terminated or said meeting occurs during a period of suspension.

Section 4. Grievance Procedure.

STEP 1:

- A. Oral Presentation of Grievance to Supervisor. An employee having a grievance may, with or without the steward, present it orally to his/her immediate supervisor within eight (8) work days after the grievance has become known or should reasonably have been known by the employee.
- B. Written Presentation of Grievance to Division Head. If the grievance has not settled orally, the steward and employee may jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the Deputy Circuit Court Administrator within five (5) work days from the date of receipt of the supervisor's response to the original oral grievance. For this subsection, the Division Head shall mean the Deputy Circuit Court Administrator.
- C. Written Response to Grievance by Division Head. The division head shall respond to the grievance in writing within five (5) work days following the date of presentation of the written grievance.

STEP 2:

- A. If the grievance has not been settled at Step 1 and the steward and employee wish to proceed further with the grievance, they may submit a signed written appeal to the Circuit Court Administrator within five (5) work days from the date of receipt of the division head's written response.
- B. Written response to the grievance shall be made by the appropriate representative of management as described in the above paragraph within five (5) work days following the date of presentation of the written appeal. For matters not involving disciplinary time-off or discharge, the employee may appeal the decision of the Circuit Court Administrator to Step 3.

STEP 3: Arbitration.

- A. Appeal to the Arbitrator. Any grievance which is not resolved at Step 2 of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the EMPLOYER or the UNION provided said written notice is submitted within fifteen (15) days after receipt of the answer in Step 2.
- B. Selection of the Arbitrator. If a timely request for arbitration is filed by the UNION, the parties to this Agreement shall select, by mutual agreement, one (1) arbitrator who shall decide the matter. The EMPLOYER and the UNION agree to use the following arbitrators on a rotating basis with arbitrator "1" being selected first.
1. Peter D. Jason
 2. Robert McCormick
 3. George Roumell
 4. Ted St. Antoine

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the EMPLOYER and the UNION will attempt to agree on an impartial arbitrator. In the event the EMPLOYER and the UNION are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent with such Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.

For grievances involving discharge, layoff, or other issues mutually agreed upon, an arbitrator shall be deemed unavailable under this section if the arbitrator cannot schedule a hearing within sixty (60) days upon being notified; and as to all other issues, when the arbitrator cannot schedule a hearing within one hundred eighty (180) days from notification. These limitations may be waived by written mutual agreement of the parties.

- C. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article XII, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:
1. Add to, subtract from or otherwise modify any of the provisions of this agreement;
 2. Establish or modify any salary rate or plan.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses and documents and such witnesses may be cross-examined by the arbitrator or party opposing. At least 72 hours prior to the hearing, copies of documents and names of witnesses which will be submitted by the parties must be given to the opposing party.

- D. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the UNION, on all bargaining unit employees and on the EMPLOYER.
- E. Fees and Expenses. The fees and expenses of the Arbitrator shall be split equally between the parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.
- F. Expedited Grievances. Grievances may be filed at Step 2A in cases involving loss of pay.

Section 5. Witnesses. The EMPLOYER agrees to provide reasonable release time for employees from their regular work hours to serve as witnesses at a grievance hearing, provided the EMPLOYER receives a written request for the release of time at least one (1) week prior to the hearing.

ARTICLE XIII
GRIEVANCE PROCEDURE FOR JUDGES'
PERSONAL STAFF

Personal staff of the Family Court Judge is defined as:

Court Reporter

Notwithstanding any other provision contained in this Agreement to the contrary, the grievance procedure for discharge or disciplinary time off, written disciplinary warnings, or any other disciplinary action taken against the above-stated employees shall be:

These employees will not have available the grievance procedure outlined in Article XII, but rather may appeal to the Chief Circuit Court Judge.

ARTICLE XIV
ELECTION OF REMEDIES

Section 1. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the UNION and affected employee shall not process the complaint through any grievance procedure provided for in this contract.

Section 2. If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize either of the above-stated statutory remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE XV
DISCIPLINE

Section 1. Purpose. Discipline will be of a corrective nature, except nothing shall prevent the EMPLOYER from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 2. Application. Disciplinary action will be taken for just cause. In the event the disciplinary action results in loss of pay or discharge, or a written notice of discipline is inserted in the employee's personnel file, the employee will be informed of his/her right to be represented by his/her steward immediately prior to the disciplinary action being imposed. In the event of disciplinary action taken, the EMPLOYER shall provide a written summary statement of the reasons why said action is being imposed.

Section 3. The EMPLOYER shall not use an employee's prior record which is more than two (2) years old in imposing discipline or discharge. The 2-year limitation shall be from the time the prior infraction occurred to when discipline or discharge is actually imposed.

In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspensions over two (2) years old shall be permanently removed from his/her personnel file upon the written request of the employee. The actual disciplinary record or report shall be given to the employee. However, a copy of such records may be kept in an EMPLOYER's administrative file. Such discipline shall not be used to impose discipline against the employee after that time period.

ARTICLE XVI
UNION RIGHTS

Section 1. Bulletin Boards. Upon request, the EMPLOYER shall provide space within each department represented by the UNION for a bulletin board to be used by the UNION for posting UNION business only. The UNION shall not use the bulletin board for statements which are prejudicial or defamatory to any elected County Official, administrative staff or management personnel.

Section 2. Stewards. Employees shall be represented by one (1) steward. The steward shall be a regular full-time employee who has been employed for at least one (1) year.

- A. The UNION may also designate an alternate steward. The alternate steward shall function only in the absence of a steward.
- B. Stewards shall conduct UNION business on their own time except in cases dealing with either discharge or disciplinary action resulting in lost pay. In such event, stewards shall notify their supervisor of the nature of the UNION business and the expected time they will be gone from their regular departmental duties. A steward shall act in a representative capacity for the purpose of processing grievances for the employees in his/her group and shall have no authority to act in such capacity outside of his/her designated area. Stewards must obtain prior approval of their supervisors before leaving their job duties.

Section 3. Notice of Representatives. The UNION shall furnish the EMPLOYER with a current written roster listing the names of its Service Representative, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the EMPLOYER. When changes are made in the Service Representative, stewards or alternates, the UNION shall, within ten (10) days thereof, notify the EMPLOYER of said changes in writing.

Section 4. Personnel File. At the employee's request, the following data from their personnel file will be made available for their review:

- A. employment application;
- B. Personnel Action Request forms;
- C. letters communicating disciplinary action;
- D. completed performance evaluation forms.

Such requests shall be made in advance so as not to interfere with the conduct of business in the Human Resources Department and in the employee's department.

Section 5. Special Meetings.

- A. Purposes and Procedures. The EMPLOYER and the UNION agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at the time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at such special meetings. The UNION representatives may meet at a place designated by the EMPLOYER on the EMPLOYER'S property for a period not to exceed one-half (½) hour immediately preceding a special meeting.
- B. Meeting Place. Meetings of the UNION may be held at the EMPLOYER'S facilities with prior approval of the Chief Judge and Controller, provided the desired space is available. The UNION shall not meet during working hours except as specifically provided under the terms of this Agreement.

Section 6. Bargaining Committee. The EMPLOYER hereby recognizes a bargaining committee composed of four (4) persons, consisting of three (3) UNION members who have been regular full-time employees for at least one (1) year and one (1) non-employee member. The bargaining committee's sole function shall be to meet with the EMPLOYER'S representatives for the purpose of negotiating a new Agreement. Negotiating sessions which are held during working hours shall not result in a loss of pay for two (2) of the three (3) employee members. It is understood that the UNION and the EMPLOYER may bring in additional personnel to address certain areas of concern and/or expertise during the collective bargaining process, if it is mutually agreed upon. In addition the UNION may bring in its attorney.

Section 7. Union Leave. One (1) employee, designated in writing, in advance, by the UNION, may have a total of four (4) hours per month, not to accumulate, to attend meetings regarding specific grievances of employees covered by this contract, to confer with the UNION'S Service Representative and to conduct other necessary UNION business. Necessary UNION business only covers those employees covered under this contract. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

Excluded from the above-stated hours shall be no more than one-half (½) hour for orientation of new hires covered by this contract at the worksite.

Under unusual circumstances, the Department Head or his/her designated representative may grant additional time off. The denial of additional time off by the Department Head, or his/her designated representative, shall not be subject to the grievance procedure.

The employee on UNION leave shall devote his/her best efforts to the administration of this Agreement and to improve the labor relations between the parties.

Section 8. Correspondence. A copy of all business correspondence from the UNION attorney, or the UNION Service Representative or from their office, addressed to any County Department head, elected official or manager, shall be sent to the County Attorney. The EMPLOYER agrees to send to the UNION Service Representative and UNION Steward the County Services Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda and minutes only on a regular basis. In addition, the EMPLOYER agrees to provide to the UNION, by February 1 and August 1 of each year, upon written request, the names and addresses of all employees represented by the UNION.

ARTICLE XVII **UNION SECURITY AND CHECKOFF**

Section 1. The EMPLOYER will not discriminate against any employee because of membership in the UNION.

Section 2. Upon completion of the probationary period, membership in the UNION or compliance with payment of representation fees shall be a condition of continued employment. The EMPLOYER agrees to deduct UNION dues or UNION service fees to become effective the second payday of the month, following the employee's successful completion of the probationary period.

The EMPLOYER agrees to deduct the initiation fee of the UNION, for those employees joining the UNION, which is payable only once when a new hire completes the probationary period. This one-time deducted initiation fee shall become effective the second payday of the month, following the employee's successful completion of the probationary period.

Initiation fees shall be used for costs attributable to negotiating the terms of this Agreement and servicing the contract.

Section 3. Agency Shop. The EMPLOYER agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the UNION'S dues, subject to all of the following conditions:

- A. The UNION shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All checkoff authorization forms shall be filed with the EMPLOYER'S Human Resources Director, who may return any incomplete or incorrectly completed form to the UNION'S treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the UNION shall have deducted from their wages a percentage of the membership dues, which sum shall be less than one hundred percent (100%) of said dues, upon receipt by the EMPLOYER of a signed, written card, and which sum shall accurately represent the amount for said employee due the UNION as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other UNION activities.
- D. The EMPLOYER shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The EMPLOYER is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the UNION.
- E. The EMPLOYER'S remittance shall be deemed correct if the UNION does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- F. The UNION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of UNION dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation.
- G. The UNION agrees to defend, indemnify and save the EMPLOYER harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of UNION dues,

representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision. The UNION assumes full responsibility for the disposition of the deductions so made once they have been sent to the UNION.

- H. The EMPLOYER shall not be obligated to implement a new dues system which contains both a flat dollar amount and a percentage formula unless the UNION agrees to pay reasonable costs associated with programming such a system.

Section 4. Continued Employment. The UNION shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the EMPLOYER. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the UNION shall notify the EMPLOYER by certified mail of this omission. Fifteen (15) days after receipt of the notification by the EMPLOYER, the EMPLOYER shall terminate said employee.

Section 5. Notice of New Hires. The EMPLOYER will provide the UNION notice of any new hires.

ARTICLE XVIII **LIFE INSURANCE**

Section 1. The EMPLOYER shall provide life insurance coverage in the amount of Forty Thousand Dollars (\$40,000.00), including double indemnity for accidental death, for full-time employees only.

Life insurance and accidental death and dismemberment benefits will follow the schedule below regarding active employees over age sixty-four (64):

Age 65 through 69 - benefit reduced to 65% of coverage
Age 70 through 74 - benefit reduced to 45% of coverage
Age 75 through 79 - benefit reduced to 30% of coverage
Age 80 through 84 - benefit reduced to 20% of coverage
Age 85 through 89 - benefit reduced to 15% of coverage
Age 90 and over - benefit reduced to 10% of coverage

Section 2. Part-time employees shall not be eligible for life insurance coverage.

Section 3. Such life insurance coverage shall be effective the first day of the month after the person has been employed five (5) months, and the premiums shall be paid by the EMPLOYER.

Section 4. Employees shall have the option to purchase, at their expense, additional life insurance coverage in amounts and for the costs allowable and determined by the carrier and at such times as permitted by the carrier. The total costs of such optional coverage shall be paid for by the employees through payroll deduction.

ARTICLE XIX
HOSPITALIZATION - MEDICAL COVERAGE

Section 1.

A. Health Insurance Program.

Effective January 1, 2009, the Employer will offer the following health insurance programs for eligible full-time employees and legal dependents.

Option 1: PHP Plus High Option Plan: L0000280 – Class 1030

Option 2: PHP Low Option Plan: L0000280 – Class 1010

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Drug Plan: Prescription drug co-pays for Retail Generic drugs are \$2.00. The co-pays for Retail Brand drugs will be based on a Formulary. Retail Brand co-pays will be 20%, but not more than \$40.00. Retail Non-Formulary co-pays will be 25%, minimum \$25.00 but not more than \$50.00. Maximum out-of-pocket expenses for drugs for each health care plan participant will be \$1,200.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. Mail order Generic co-pays will be \$2.00. Mail order Brand co-pays will be based on a Formulary and the co-pays will be 7%, minimum \$0.00 but no more than \$40.00. Mail order Non-Formulary co-pays will be 8.25%, minimum \$25.00 but no more than \$50.00. The formulary shall be subject to periodic review and revision. There are specific medications and medication classes that are subject to prior authorization requirements, prior notification requirements, daily and period quantity limits by Medco. Appeals and override processes may be available for unusual or unique situations.

Option 3: PHP Base Plan: L0000280 – Class 1J00

Prescription drug coverage will be provided by the Employer through PHP of Mid Michigan using the MEDCO as the Pharmacy Benefit Manager.

Employee/patient pays the total costs of medications until the plan deductible has been satisfied. At that point Generics will be dispensed with a \$10.00 co-pay (or actual cost), Tier Two medications with a \$25.00 co-pay (or actual cost), and Tier three medications with a \$50.00 co-pay (or actual cost). Three month supplies of properly prescribed drugs may be obtained via mail only with the following co-pays: Generic \$20.00 or actual cost, Tier 2 \$50.00 or actual cost, and Tier 3 \$100.00 or actual cost. These costs are not changed if the member reaches the maximum out of pocket costs for the plan year.

B. Premiums.

Effective January 1, 2009, the Employer agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in Section A above, up to the following amounts:

Full Family	=	\$795.93
2-Person	=	\$709.13
Single	=	\$338.69
Retirees	=	\$357.10

These benchmarks may be adjusted annually as recommended by the Ingham Health Coalition and approved by the Ingham County Board of Commissioners, but shall be increased no less than two percent (2%). During 2009, increases in premium costs exceeding the benchmark will be shared 50/50 by the Employer and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

The parties will retain the Health Care Cost Containment Committee, which will continue to meet on ways to reduce health care costs and to avoid and reduce potential co-pays of both the Employer and the employees. The Employer will provide the Union and the Committee new health care premium rates as soon as they are available.

Section 2. An employee shall become covered upon completion of the required forms and upon his/her acceptance by the carrier as a participant. The EMPLOYER shall pay the entire premium cost for full family coverage for each eligible full-time employee, except as otherwise provided hereunder. (See Section 1, effective December 31, 1991 and Section 8 of this Article). Payroll deductions will be made for any additional cost as provided under this Article.

Section 3. The EMPLOYER reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

Section 4. Part-time employees shall receive medical coverage as stated in Article V, Section I(B) and I(C).

Section 5. In the event that a non-probationary employee is laid off, he/she may retain medical coverage as provided by COBRA, providing he/she pays the full premium cost of the insurance. Provided further, that such payment is authorized by the insurance carrier.

Section 6. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employer shall pay the employee the Health Waiver directly to the employee as taxable compensation.

Full Family	=	\$ 201.85 if participating prior to 1/1/2007
2-Person	=	\$ 179.65 if participating prior to 1/1/2007
Single	=	\$ 106.09 if participating prior to 1/1/2007
New enrollment on or after 1/1/2007	=	\$ 106.09

These waiver amounts will be adjusted annually the same percentage as the benchmarks increase.

Section 7. In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 6 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the Financial Services Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage. For employees participating in the waiver plan prior to January 1, 2007, the spouse receiving the waiver payment will receive \$106.09 per month as taxable compensation. For newly formed couples either through marriage or new employment on or after January 1, 2007, there will be no eligibility for health waiver payments.

Section 8. Newly hired full-time employees shall receive single subscriber coverage only for the first ninety (90) calendar days of their employment. Additional coverage may be obtained if the employee so desires. In that event, the employee, through payroll deduction, shall be responsible for the difference. Upon completion of the first ninety (90) calendar days of employment, each full-time employee will be eligible for full family coverage. The above does not apply to employees hired prior to ratification of this contract in 1992. Effective June 1, 1995, health insurance for new hires will be single coverage effective the first of the month following date of hire. Dependents will be covered the first of the month following three months of employment.

Section 9. Non-probationary full-time employees will be eligible for the VSP Group Vision Care Plan that is in effect for the managers, being Vision Service Plan B. Eyes exams will be provided every 12 months with a \$10.00 copay at participating providers. Frames and lenses will be provided every 24 months (\$115.00 retail allowance) with a \$25.00 copay. Lenses may also be obtained at 12 months if there is a medial/optical need. In lieu of the lens and frame benefits, contact lenses may be substituted.. Those employees on probation will be eligible the beginning of their 7th month of employment, if they successfully complete probation.

Effective the first of the month, following thirty (30) days after execution of this contract, the Employer shall provide the VSP Group Vision Care Plan that is in effect for the managers, to shared-time employees.

Section 10. Effective the first of the month following 30 days after execution of the contract by all the parties in 2003, retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.

Section 11. Certain individuals who satisfy the requirements of Resolution #08-042 will be provided health insurance pursuant to the benefit eligibility requirements of the County, health care providers and IRS regulations. Such provision of healthcare benefits are subject to elimination or modification by the County to the extent permitted by law.

ARTICLE XX **HOLIDAYS**

The following holidays are recognized by the EMPLOYER:

New Year's Eve	Labor Day
New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Section 1. Non-probationary employees who are not required to work on the above recognized holidays shall be paid for the holidays.

Section 2. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed

as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 3. When a holiday falls within an employee's vacation period and the employee is absent from work because of vacation, the employee will receive compensation for that day as a holiday, and the day will not be considered as a vacation day.

Section 4. Non-probationary employees who are required to work on one of the days designated above as a holiday shall be paid at two (2) times their regular straight time hourly rate for the hours actually worked not to exceed eight (8) hours. Such rate shall not be in lieu of and not in addition to holiday pay for holidays not worked, except that when the employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he/she shall receive the balance of the holiday pay entitlement for hours not worked. Any hours worked on a holiday exceeding eight (8) hours, shall be paid at straight time wages.

Section 5. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head and must be a non-probationary employee. An employee who uses sick leave on the day before or on the day after a holiday may be required to provide a doctor's certificate to the satisfaction of the EMPLOYER. Holiday pay may be withheld until satisfactory documentation is provided.

Section 6. Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and Federal government.

Section 7. Upon successful completion of the probationary period, employees shall be paid for eligible holidays that occurred during the employee's probationary period. Termination of employment for any reason prior to the completion of the probationary period shall result in no holiday payment.

Section 8. A non-probationary employee who is not regularly scheduled to work on a County holiday and who is called in by his/her supervisor (not to include replacing another employee who was scheduled to work and is absent for any reason) will be paid time and one-half (1-½) for hours worked on that holiday. The above payment is not applicable if the called in employee is replacing another employee who was scheduled to work that holiday and is absent for any reason.

ARTICLE XXI
VACATION

Section 1. Schedule. Employees shall earn vacation credits according to the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Each Fully Compensated Payroll Period</u>
One Year	3.384 hours (88)
Two Years	3.693 hours (96)
Three Years	4.000 hours (104)
Four through Eight Years	4.923 hours (128)
Nine Years	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)
Twenty Years and over of uninterrupted employment	6.769 hours (176)

Section 2. Use. Vacation hours may not be used until the employee has completed six (6) months of continuous service with the EMPLOYER.

Section 3. Maximum Accumulation. Vacation hours not used may only be accumulated to a maximum of three hundred eighty (380) hours.

Section 4. Absence. Absence on account of sickness, illness, or disability in excess of that hereinafter authorized for such purposes, may, at the request of the employee, be changed against vacation allowance.

Section 5. Schedule of Vacations. The EMPLOYER shall keep a record of vacation credit, and each department head shall schedule vacation leaves to accord with operating requirements and, insofar as possible, with the written request of the employee.

Section 6. Records. Records of employee vacation eligibility and vacation hours used shall be available to the employee.

Section 7. Payment of Unused Vacation Hours. Unused vacation hours earned in accordance with provisions of this Article will be paid to a maximum of three hundred (300) hours to employees who have completed their probationary period, upon retirement or upon resignation, provided two (2) weeks' prior written notice from the employee is given to the EMPLOYER. Vacation hours will not be paid in cases of discharge from employment.

Section 8. Vacation Bonus Days. Effective January 1st of each year, each full-time employee will be credited with twenty-eight (28) hours of vacation bonus hours to

be used during each calendar year. The first twenty-eight (28) hours of annual leave taken during each calendar year will be the vacation bonus hours and so indicated on the time card. Any portion of the vacation bonus hours not taken during each calendar year will be lost effective December 31st of each year. This vacation bonus will not accumulate nor will it be paid upon any termination of employment.

Section 9. Three-Quarter and Part-Time Employees. Part-time employees shall earn vacation and vacation bonus (Section 8) at one-half ($\frac{1}{2}$) the rate of full-time employees. However, part-time employees who are regularly scheduled to work and do work between thirty (30) and thirty-nine (39) hours per week shall receive vacation at three-fourths ($\frac{3}{4}$) the rate of full-time employees.

Section 10. Proration. The accrual rates in Section 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in Section 9 above, and Article V, Section 1(B)(1), for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period, Accruals provided in Section 9 above, and Article V, Section 1(C)(3), for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll, Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

This Section shall be effective the later of July 1, 2009, or the same payroll period when this proration system is implemented for the ICEA County and Court Professional bargaining units, the UAW bargaining unit, and the non-union managerial and confidential employees.

ARTICLE XXII **LEAVES OF ABSENCE**

Section 1. Sick Leave.

- A. Each employee shall earn sick leave credit based on the ratio of 4.5 hours for each fully compensated payroll period.

- B. Proration. The accrual rates in Subsection 1 of this Article are based upon a full-time employee being on the active payroll and compensated for all of the payroll period. Being on the active payroll and compensated means receiving wages, or on paid leave, such as paid sick leave, holidays, vacation, compensatory leave, county paid military leave, or paid union leave. An employee shall not be considered on the active payroll and being compensated when they are on unpaid leaves, workers compensation, disability leave, unpaid FMLA, or layoff. Accruals shall be prorated if a full time employee is on the active payroll and compensated less than eighty (80) hours in a payroll period. Accruals provided in Subsection A above and Article V, Section 1(B)(1), for three-quarter time employee shall be prorated if the three-quarter time employee is on the active payroll and compensated less than sixty (60) hours in a payroll period, Accruals provided in Subsection A above and Article V, Section 1(C)(3), for part-time employee shall be prorated if the part-time employee is on the active payroll and compensated less than forty (40) hours in a payroll, Proration under this section will be calculated based on the ratio of time compensated versus the applicable normal full payroll amount (80, 60, or 40 hours).

This Subsection shall be effective the later of July 1, 2009, or the same payroll period when this proration system is implemented for the ICEA County and Court Professional bargaining units, the OPEIU Family and Probate bargaining units, and the non-union managerial and confidential employees.

Section 2. Maximum Accumulation. Sick leave credit shall accrue to a maximum of 1,920 hours.

Section 3. Purpose. Sick leave credit may be used for absence due to personal illness, personal injury or exposure to contagious disease, doctor or dentist appointments.

Section 4. Notice. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore within the first hour of the employee's work day.

Section 5. Minimum Increments. Sick leave credit shall be utilized in minimum increments of not less than one-half ($\frac{1}{2}$) hour.

Section 6. Family Illness. A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the EMPLOYER.

Section 7. Proof of Illness. An employee may be required to provide proof of illness in the form of a physician letter or other means of proof when proof is justified by a pattern, frequency or length of illness or other circumstances giving rise to reasonable suspicion. In the event this occurs, the EMPLOYER may implement Section 12.

Section 8. Payment for Sick Leave. All payment for sick leave shall be made at the employee's base rate of pay.

Section 9. Transfer of Sick Leave. An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave credit subject to the terms and conditions of the successor contract, or the EMPLOYER's personnel practices, whichever are applicable.

Section 10. Cash-Out Upon Separation. Upon separation from employment, an employee shall be paid for accrued and unused sick leave credit at his/her base rate of compensation at the time of separation, on the following basis:

1. Death: 50% of maximum 1,280 hours to a maximum 640 hours upon death of the employee to the designated beneficiary.
2. Retirement: 50% of a maximum 1,280 hours to a maximum of 640 hours upon retirement of the employee.
3. No payment upon separation of employment for any reason other than retirement or death.

Section 11. Upon resignation or dismissal from employment, all sick leave credits shall be canceled and shall not be reinstated or paid for.

Section 12. The Human Resources Department may require a physical or mental exam by a doctor, at the EMPLOYER'S expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. Forty-eight (48) hours prior to a required mental exam, the UNION shall be notified. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the EMPLOYER'S doctor and the employee's doctor, both of those doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the EMPLOYER and the employee if not covered by the employee's insurance.

Section 13. Annual Cash-Out Option. Upon execution of a written option, an employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period commencing with the first pay period that ends in November of each year at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. However, sick leave credit used donation shall not reduce this maximum. The remainder of the employee's

sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than November 10th, and payment therefor shall be received no later than December 15th of each year.

Section 14. Maternity Leave. When a pregnant employee is ill, injured or exposed to a contagious disease, the sick leave benefits provided in this Article shall be applicable.

Section 15. Compassionate (Funeral) Leave. If a death occurs among a member of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements from the date of death until the day after the funeral, up to a maximum of five (5) days, three (3) of which will be with pay and, if necessary, two (2) additional days to be charged against earned sick leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandchildren and other qualified adults (as defined for determining eligibility for County health insurance coverage in Article XIX – Hospitalization – Medical Coverage).

One (1) day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, or niece, and two (2) days for brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, or grandmother to be charged against earned sick leave. Upon approval of the department head, one (1) additional day may be granted, to be charged against sick leave. Any additional time must be charged against annual leave.

Section 16. Special Leaves.

- A. In addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) work days in any calendar year. With the prior approval of the Human Resources Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year, unless the County Services Committee approves one (1) additional ninety (90) day extension under unusual circumstances.
- B. Upon prior approval of the Administrative Services/Personnel Committee, department heads may authorize special leaves of absence for any period or periods not to exceed one (1) calendar year for the following purposes:
 - 1) With or without pay for attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and EMPLOYER.

- 2) Without pay for urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business.
 - 3) Without pay for purposes other than the above that are deemed beneficial to the EMPLOYER.
- C. The County Services Committee, upon recommendation of the appropriate department head, may grant leaves of absence with or without pay in excess of the above limitations for the purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the EMPLOYER.
- D. The EMPLOYER shall abide by the mandatory provisions of federal and state laws regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.
- E. Any time approved in excess of three (3) months, seniority will not accrue.

Section 17. Union Notice. The UNION shall receive a copy of all approved leaves of absence.

Section 18. Sick Time Donation. The County Services Committee of the Board of Commissioners may allow sick time donations within its discretion. Any decision by the County Services Committee shall not be grievable.

If a request for donating sick time is approved by the County Services Committee, the following procedure will be followed:

- 1) The maximum time an employee may donate shall be sixteen (16) hours to no more than two (2) persons in one (1) calendar year.
- 2) The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.
- 3) The donated time will be taken from sick time accumulations.
- 4) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
- 5) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, comp time, sick time, and personal leave.

- 6) Notwithstanding the above, no employee shall be permitted to donate any of their sick time unless they have ten (10) or more days accumulated.

This Sick Leave Donation Policy may be terminated by the County Services Committee, in its discretion, after the expiration of this contract.

Section 19. Employees may use accumulated sick time for approved leave of absences under the Family Medical Leave when it is necessary, as medically certified, to care for a seriously ill family member as defined under FMLA. This sick time use will be granted after the employee has exhausted other available time (vacation, personal days, etc.), except for 32 hours of vacation time. There shall be no donation of sick time for care of family members. Medical verification may be required by the Employer.

ARTICLE XXIII **DISABILITY PLAN**

Section 1. The EMPLOYER will provide a short-term disability plan as follows for regular, non-probationary, full-time employees:

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty percent (50%) of the employee's gross salary to a maximum of \$2,500.00 per month effective the first of the month following 30 days after execution of the contract by all the parties for a maximum of one hundred four (104) weeks.
- B. The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.

Section 2. Seniority shall accrue while an employee is being paid disability payments, but all other benefits such as, but not limited to, health insurance, sick leave, life insurance, holidays, dental insurance, vacation accumulation, and longevity, shall cease. However, employees on disability may pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.

Section 3. Disability is defined as the complete inability of an employee to engage in each and every gainful occupation or employment covered in the bargaining unit for which he/she is qualified or may reasonably become qualified by reason of his/her training, education or experience; provided that the salary in that position is not less than the disability benefits.

Section 4. To be eligible for short-term disability benefits, the employee must submit the disability claim to the insurance carrier within the time limits and under the procedure established by such carrier.

ARTICLE XXIV **LONGEVITY PLAN**

Section 1. All regular full-time employees, having completed four (4) years of continuous, regular, compensated employment prior to December 1, shall be eligible to receive a longevity bonus for service with the EMPLOYER. A year is defined as December 1 through the following November 30. Payments to employees who become eligible to receive a longevity bonus prior to December 1 of any year, shall be paid the first regular work day of December. The following will not affect eligibility during the initial four (4) year eligibility period only: ten (10) days or less of authorized unpaid leave and/or thirty (30) days or less of unpaid sick leave, including workers' compensation, each year.

Employees must have completed continuous full-time employment equal to that required for original eligibility, as stated above, plus one (1) additional year of continuous, regular, EMPLOYER compensated full-time employment to be eligible for each additional annual payment.

After the four (4) year eligibility period, employees whose employment terminates before December 1 because of service or disability retirement shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1st to the date of cessation of their active employment. All other employees whose employment terminates for other reasons prior to December 1 shall not be eligible to receive a longevity bonus.

After the four (4) year eligibility period, as stated above employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment, based on the number of complete months he/she received full EMPLOYER compensation (excludes work's compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive prorata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an

employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full EMPLOYER compensation.

Section 2. The longevity bonus payment schedule shall be as follows:

<u>Continuous Employment</u>	<u>Annual Bonus</u>
4 or more, but less than 8 years	3% of Annual Wage
8 or more, but less than 12 years	5% of Annual Wage
12 or more, but less than 16 years	7% of Annual Wage
16 or more years	9% of Annual Wage

Section 3. The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation, including worker's compensation. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of TWENTY THOUSAND DOLLARS (\$20,000.00).

Section 4. By October 1 of each year, each department head shall furnish the Human Resources Department with a list of employees who are eligible to receive a longevity payment. The department head shall indicate the amount of the longevity bonus due such employee. The Human Resources Department shall review each list to assure that dates of continuous employment correspond with the employment records and that the proposed payments are consistent with the collective bargaining agreements; make any revisions necessary; inform the department head; and provide one (1) list of approved longevity payments to the Controller. The Controller shall authorize payment pursuant to County procedure.

Section 5. After the four (4) year eligibility period, those employees who are then placed on either part-time or special part-time status from their regular full-time position by the EMPLOYER, are laid off, or commence disability insurance compensation, shall have their longevity computed on a prorated basis.

Section 6. It is expressly understood and agreed that worker's compensation is not considered paid time or "compensation" for the purposes of this Article.

Section 7. If, prior to the completion of the initial four (4) year eligibility period, an employee has a break in service or is reduced to less than full-time due to no fault of their own for twelve (12) months or less during the longevity year, then, under such

circumstances, the employee, upon returning to work, may use the completed prior year(s) of continuous, regular, compensated employment to arrive at the required four year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four years of service.

An eligible employee would not lose all prior years of service for the initial longevity period if he/she were on an approved unpaid leave of ninety (90) days or less. For a leave of ninety-one (91) days or more, he/she would forfeit all prior years and would have to start over again. The employee would lose the year where the leave of absence occurs for ninety (90) days or less for computing longevity.

ARTICLE XXV **RETIREMENT**

Section 1. Employees are covered by the Municipal Employees' Retirement System, Benefit Plan B-3 with the 55F/15 waiver. The EMPLOYER shall abide by all the terms and conditions of that program, or a similar retirement plan with the Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

The employees pay the difference between the above plan and the old C-1 plan by payroll deduction, minus the offset from elimination of the previous COLA.

Effective October 1, 2002, the Employer will provide the FAC 3.

The employees shall receive the B4 the first of the month following 30 days after execution of the contract by all the parties in 2003. The employees shall pay for the B4 by payroll deduction which costs may change from time to time. The Employer may have an actuarial study to determine the cost of the B4 but not more than once per year. The employees shall continue to pay their current retirement contribution which is a fixed rate of 7.13%, in addition to the cost of the B4, via payroll deduction.

Section 2.

- A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.
- B. Employees who retire after January 1, 1992, have met the vesting requirements with Ingham County service only, and who are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Non-Medicare eligible retirees shall receive the same health coverage options as active employees, if available, with a

benchmark as set forth in Article XIX, including the increase in the benchmark as set for in Article XIX. Increases in premium costs which exceed the benchmark will be shared 50/50 by the Employer and the retiree on a monthly basis. Retirees can pay for their spouse's and dependent's coverage under the conditions established by the County. Medicare eligible retirees will be offered enrollment in a Medicare coordinate plan and must accept and pay for Part B coverage. Medicare eligible retirees will have the choice of the following plans in 2009: a. PHP High and PHP Low Medicare Supplement Plans; or b. Humana Medicare Advantage Plan. The County shall pay the premium for the Medicare eligible retiree up to the benchmark, with the County and retiree splitting any costs over the benchmark 50/50. If a coverage or plan is no longer available, the retiree must select from what is available and pay the difference in cost, if any.

- C. In the event a retiree wishes to cover his or her spouse he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.
- D. However, effective December 31, 1991, the obligation of the County shall cease in the event that comparable health insurance is available to the retiree through another Employer or source, such as a spouse. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee.

Retirees losing medical coverage from another source shall notify the County Financial Services Department in time so that person can be re-enrolled the first of the month following their loss of alternate coverage. A retiree may choose to continue coverage through the County even though alternative coverage is available by paying the premium her/himself.

All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of said date, all benefits payable by the County shall be reduced by an amount equal to federal benefits pertaining at said time and shall be supplemental to such coverage. In the event the name of any of the coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Any dispute as to whether or not a retiree's alternate coverage is comparable shall be subject to the grievance procedure. The EMPLOYER shall continue its coverage for up to sixty (60) days only if a grievance is being processed on this issue. If the UNION requests arbitration of a grievance on this issue, both parties shall request expedited arbitration which shall be held within sixty (60) days.

Section 3. Employees who retire during the period of this Agreement, or who have retired since January 1, 1971, have met the vesting requirements with Ingham County service only and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with \$2,000.00 life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the EMPLOYER.

Section 4. The EMPLOYER shall pay the employee's portion of the retirement costs, except as stated in Section 7 or as otherwise provided hereunder.

Section 5.

- A. Retirement contributions on behalf of CETA participants will only be made when such contributions bear a reasonable relationship to the cost of providing benefits to participants. A contribution on behalf of a participant bears a reasonable relationship to the cost of providing benefits when the participant has an opportunity to actually benefit from such contribution. A participant has an opportunity to benefit when such participant:
- a) Obtains unsubsidized employment with the County; or
 - b) Obtains unsubsidized employment with another employer provided benefits are transferrable or portable; or
 - c) Obtains vesting.

Any retirement benefits paid or not paid to CETA funded employees shall be in accordance with Federal CETA regulations. If said regulations are in conflict with the above, said regulations shall supersede.

- B. Any retirement benefits provided or not provided to JTPA funded employees shall be in accordance with Federal and/or State JTPA regulations.

Section 6. The EMPLOYER reserves the right to obtain a retirement plan different than the Michigan Employees' Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the

EMPLOYER shall notify the UNION at least ten (10) days in advance and meet and confer with the UNION.

ARTICLE XXVI
TRAVEL ALLOWANCE

Section 1. Parking Allowance.

- A. Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, the department head shall request the County Services Committee's approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicles in the course of their employment will be reimbursed up to the minimum rate at City of Lansing ramps payable on a quarterly basis, provided the employee furnishes satisfactory proof of payment, and is not provided with free parking by the County.
- B. In the event that employees utilize the CATA bus service and are not provided free parking by the County at their place of work, under those circumstances, the EMPLOYER shall reimburse these employees upon satisfactory proof of purchase of bus passes. In no event shall reimbursement for bus passes exceed the parking reimbursement amount.
- C. An employee who is assigned to the Grady Porter or Veterans' Memorial Buildings that is eligible for parking allowance may annually waive the right to parking allowance reimbursement under this Article and instead receive a waiver payment in the amount of \$30 per month. The decision to waive the parking allowance shall be made once per calendar year and shall last the entire calendar year, but an employee that waives the parking allowance may elect to receive the allowance for the next calendar year.
- D. Newly hired employees shall not be eligible for parking allowance or the parking allowance waiver payments. This Subsection shall be effective 12/31/2011 or upon implementation by the ICEA County and Court Professional bargaining units, the UAW Technical, Office, Paraprofessional and Service (TOPS) bargaining unit, and the non-union managerial and confidential employees, whichever occurs first.

Section 2 Mileage Allowance.

- A. All employees covered hereunder will be reimbursed for mileage at the IRS rate when required to drive their own vehicles in the course of their employment. Any changes in the standard IRS mileage reimbursement rate, either upward or downward shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.
- C. There shall be an explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.

Section 3. Automobile Insurance. Employees who use their vehicles as a requirement of their job may be reimbursed to a maximum of NINETY DOLLARS (\$90.00) for additional automobile insurance charges they may pay as the result of the vehicle being used in the conduct of their job.

This payment will be made by December 15th of the contract year, provided that, prior to December 1st, the employee submits proof of the additional automobile insurance and payment of same.

Section 4. Out of County, Conferences, Conventions, or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, seminars or other out of county travel on behalf of the EMPLOYER.

- A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.
- C. If transportation is by an EMPLOYER-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the EMPLOYER upon tender of receipts for same.
- D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will follow the policy and rate adopted by the Board of Commissioners.

- F. When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the EMPLOYER.
- H. Parking fees during the conference, convention, seminar, meeting or other out of county travel will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.
- J. The following items will not be reimbursed under any circumstances.
 - 1) Travel insurance;
 - 2) Laundry or dry cleaning; or
 - 3) Hospitality or entertainment expense.
- K. Taxi fare is reimbursable only if the trip was made by common carrier.

Section 5. Advance Payment. Employees may receive a travel advance prior to their traveling on EMPLOYER'S business. Said advancement requires the prior approval of the department head and the County Controller, and compliance with the following provisions:

- A. The request for advance payment shall be in writing on a form provided and received by the Controller at least five (5) days prior to issuance date desired.
- B. A complete report shall be made by the employee to the Controller within five (5) work days after his/her return.
- C. Receipts for hotel bills, registration fees, meals, plane, railroad or bus tickets shall be filed with the report.
- D. If a private car is used for transportation, mileage will be paid according to the regular mileage schedule.
- E. All other expenses to be advanced shall be in accordance with the previous sections hereunder dealing with travel allowances.

ARTICLE XXVII
PAST PRACTICES AND OTHER AGREEMENTS

Section 1. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bond, excepting, however, past practices established by the Human Resources Department and the UNION shall be continued,

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing, except as stated in Section 1.

ARTICLE XXVIII
SAVINGS CLAUSE

Section 1. If any article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory placement of such article or section.

ARTICLE XXIX
SALARIES

Section 1. Salaries.

- A. The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification there shall be entrance, intermediate and maximum salary rates. Said rates are set forth in the Salary Schedule of this Agreement.

- B. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the department head, the Human Resources Director may approve initial compensation through Step 2 in the Salary Schedule when the needs for the service make such action necessary; provided that any such exception is based on the outstanding an unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 2 must be obtained from the County Services Committee.

- C. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. (Employees who start at Step 1 shall advance to Step 3.) New Employees who are initially compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their completion of one (1) year of employment. Further advancement to the maximum rate within a salary range shall be by successive steps effective the payroll period following the employee's anniversary date of continuous employment in that classification. (The six month step increase has been eliminated from this contract.)
- D. "Date of hire" for purposes of step increases, only, shall mean the date an employee commences employment in a full or part-time position in a classification under this Agreement. The use of "date of hire" is not used for reclassification or promotion purposes regarding step increases. Anniversary date is the date used to determine length of employment within a specific classification. An employee is assigned an anniversary date upon a permanent promotion or reclassification. Anniversary date is used if an employee is reclassified or promoted to determine the date for subsequent step increases.
- E. If an employee is not performing satisfactorily, the employee and the Human Resources Department shall be informed of this in writing prior to his/her eligibility for a salary step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, he/she shall either receive the salary increase, if improvement has been made, or shall be terminated as an employee of the County.
- F. Promotions and Reclassifications.
- 1) Current annual wage is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.
 - 2) Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual wage, except in the event that step one of the new salary grade is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.

- 3) If there is no step in the new salary grade that is between five and ten percent (5%-10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary date (which is one (1) year following the effective date of reclassification or promotion), he/she shall be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.
 - 4) In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the UNION and EMPLOYER shall meet to resolve same.
 - 5) In no event will the new salary exceed the maximum of the salary grade.
 - 6) Employees who are not promoted within their career field, but who go on to a different career field, shall be compensated as specified in Section 1B of Article XXIX. In the event there is a dispute regarding whether or not the change is or is not within one's career field, the EMPLOYER and the UNION shall meet to resolve same.
- G. A requirement for advancement within pay ranges is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Leaves of absence with or without pay in excess of ten (10) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. Absences without leave in excess of three (3) days in a calendar month shall be deducted from and shall interrupt continuity of service, unless a satisfactory reason is given.
- H. It is agreed that employees will not be paid at rates in excess of the maximum for their salary grade and classification.
- I. Retroactivity. Employees who voluntarily or involuntarily terminate their employment from the OPEIU Circuit Court / Family Division Unit, except laid off employees, will not receive salary or any other benefits retroactive if terminating before the ratification of this Agreement by the parties.
- J. It is agreed that in the event the Employer offers salary increases for calendar year 2009 in excess of 2%, or for calendar year 2010 or 2011 in

excess of 1%, as part of an economic package offered to another Employer bargaining unit or for the non-Union staff (excluding Sheriff's Department bargaining units and employees, the Assistant Prosecuting Attorney 7-1-2005 through 6-30-2009 contract, and also excluding elected officials); then, in that event, the Employer will offer the same overall economic package to this unit.

CIRCUIT COURT/FAMILY DIVISION SALARY SCHEDULE

2009 RATES (2%) - Effective January 1, 2009*

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
P1	29,945	31,789	34,560	36,605	38,440	42,643	
P2	32,132	34,017	36,913	39,168	40,931	45,399	
P3	34,030	36,147	39,287	41,815	44,212	49,878	
P4	36,190	38,452	41,654	44,900	47,146	52,981	
P5	38,719	41,156	44,824	47,348	50,447	56,779	
P6	41,729	44,559	48,627	52,494	56,020	63,013	
P7	45,231	48,431	52,897	57,401	60,856	68,618	
Staff							
Psychologist	53,025	57,886	62,244	66,841	73,632	80,241	84,182
Attorney							
Referee	72,319	75,700	79,238	82,939	86,813		

*For employees employed on the date of ratification by the parties.

2010 RATES (1%) - Effective January 1, 2010

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
P1	30,245	32,107	34,905	36,971	38,824	43,070	
P2	32,453	34,357	37,282	39,560	41,340	45,853	
P3	34,371	36,508	39,680	42,233	44,654	50,377	
P4	36,551	38,836	42,070	45,349	47,618	53,511	
P5	39,106	41,568	45,272	47,822	50,952	57,347	
P6	42,147	45,004	49,114	53,019	56,581	63,643	
P7	45,683	48,915	53,426	57,975	61,465	69,305	
Staff							
Psychologist	53,555	58,465	62,867	67,509	74,368	81,044	85,023
Attorney							
Referee	73,042	76,457	80,030	83,769	87,681		

2011 RATES (1%) - Effective January 1, 2011

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
P1	30,547	32,428	35,254	37,340	39,212	43,500	
P2	32,778	34,701	37,655	39,955	41,753	46,312	
P3	34,714	36,873	40,077	42,655	45,101	50,881	
P4	36,917	39,225	42,491	45,803	48,094	54,046	
P5	39,497	41,983	45,725	48,300	51,461	57,921	
P6	42,568	45,454	49,605	53,549	57,146	64,279	
P7	46,140	49,404	53,960	58,554	62,079	69,998	
Staff							
Psychologist	54,090	59,050	63,496	68,184	75,112	81,854	85,874
Attorney							
Referee	73,773	77,222	80,830	84,606	88,558		

Section 3. Overpayments. Any overpayment of compensation shall be repaid through payroll deduction. The EMPLOYER and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the EMPLOYER may deduct up to twenty percent (20%) of the amount owed but in no event more than ten percent (10%) of an employee's gross bi-weekly pay, until fully repaid.

ARTICLE XXX
RECLASSIFICATIONS

Section 1. Reclassifications shall be conducted once a year on a timetable allowing presentation to the County Services Committee by its first meeting in August. Any position which has been reclassified through this process shall not be considered for the reclassification procedure for the same number of years that is stated in the UAW County contract. Request for reclassification, if any, may then be presented to the Board of Commissioners for final decision. Prior to submission to the Board of Commissioners, requests for reclassifications, if any, may be reviewed by the Finance Committee.

In the event that certain requests for reclassifications are approved, the same will become effective, if funds are available, within the pay period following the Board of Commissioners meeting or the start of the next budget year. The Finance Committee has sole discretion to determine whether or not funds are available for this purpose.

Section 2. Procedure for Positions Covered by UNION Agreements.

A. Department heads will discuss reclassification requests with the employees at either the request of the supervisor or the employee.

B. A meeting will be held by the Job Evaluation Committee. The Job Evaluation Committee shall include five (5) members, one (1) member from the OPEIU; two (2) County managerial employee members; one (1) County confidential employee member who shall not be an employee in the Human Resources Department; and one (1) Human Resources Department representative member. In considering reclassification requests, the Job Evaluation Committee shall meet with the applicable Department Head and the employee seeking the reclassification. A vote of the majority of the committee to approve a proposed reclassification will be required for it to be forwarded to the County Services Committee for further consideration. In the event of a tie vote, the employee requesting reclassification shall be forwarded to the next step, Administrative Services/Personnel Committee, with a notation there was a tie vote and the Committee shall consider the matter.

C. The County Services Committee will hear the forwarded proposals and may make recommendations to the Finance Committee and the Board of Commissioners to reclassify said employee.

D. In order for the reclassification to be heard on the above-stated timetable, reclassification requests must be submitted no later than March 1 of each year to the department head.

E. The Board of Commissioners, within its sole discretion, shall make the final determination if an employee is to be reclassified.

It is expressly understood and agreed that the decision made by the Board of Commissioners is not subject to any grievance procedure contained in this collective bargaining agreement.

ARTICLE XXXI
DENTAL INSURANCE

Section 1. Dental Insurance. The County shall provide dental insurance for full-time and part-time employees and their dependents as follows:

	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Class I Benefits	100%	-0-
Cleaning		
X-Ray		
6 Month checkups		
Class II Benefits	75%	25%
Radiographs		
Basic Restoration		

Periodontics
Endodontics
Basic fillings

Class III Benefits	50%	50%
Major Restorative		
Oral Surgery		
Bridges		
Crowns		

Payment under this provision is limited to Eight Hundred Dollars (\$800) maximum per person, per contract year for Class I, Class II and Class III Benefits. Coverage shall be effective at the beginning of the seventh (7th) full month of continuous service after a new employee's date of hire.

Section 2. Probationary, special part-time and temporary employees are not eligible for coverage.

Section 3. Dental insurance coverage shall commence the first of the month after completion of the probationary period.

Section 4. The EMPLOYER shall have, within its discretion, the right to change carriers for the dental plan as long as there is no reduction in benefits as stated in Section 1.

ARTICLE XXXII **HEALTH AND SAFETY**

Section 1. The EMPLOYER and the UNION agree to establish a Health and Safety Committee consisting of two (2) employees of the bargaining unit and two (2) representatives of the EMPLOYER. Any alleged health or safety problem shall be directed to the committee in writing. The recommendation of the majority vote of the committee shall be final and binding upon the EMPLOYER and the UNION. However, if the parties cannot reach a majority decision, it shall not be subject to any grievance procedure provided for herein, but may be subject to state and federal statutes.

Section 2. Drug Testing and Disclosure of Prescription Drugs. Effective upon drug testing for reasonable suspicion language being added to all Circuit Court collective bargaining agreements (excluding the collective bargaining agreements that currently allow random drug testing) and the Management and Confidential Employee Personnel Manual, the Employer, or any Department thereof, may implement rules and requirements relating to reasonable suspicion drug testing and requiring employees in safety sensitive positions to disclose prescription drugs upon a drug test being

required where there is a reasonable suspicion that said drug may be affecting the employee's performance of the essential functions of the Employer's position.

The rules and regulations shall contain the following:

- A. Reasonable suspicion shall be defined as a belief, drawn from specific objective facts witnessed by two (2) or more management personnel and reasonable inferences drawn from those facts in light of experience, that an employee is using or may have used a drug, illegal drug, or alcohol in violation of the rules and requirements.
- B. All laboratories must be approved by the Substance Abuse and Mental Health Services Administration of the Department of Health and Human Services (SAMSHA, DHHS).
- C. The Employer shall either contract with a designated agency to collect samples or insure they have staff trained and proficient in "chain of custody" procedures. Only chain of custody procedures which include a blood or urine test will be accepted as evidence a person violated this Article. Split samples will be taken and employees who test positive will be given an opportunity to arrange for a second test at their expense.
- D. Prior to verifying a positive result, the Employer shall make every reasonable effort to contact the employee (confidentially), and afford him/her the opportunity to discuss the test result.
- E. Drug test results will be kept confidential.

Section 3. Disclosure of Criminal Record.

- A. Effective from and after the effective date of this Agreement, all employees shall fully disclose to their supervisor or their Department Head any criminal felony or misdemeanor convictions. The employee's criminal history will be kept confidential. The Employer may conduct a criminal history search periodically on all employees when required to insure compliance with grants, licensing requirements, and state judicial standards.
- B. To the extent required to insure compliance with grants, licensing requirements, or State or Federal regulations, the Employer may implement the standards listed below for employees working in positions covered by such requirements. The Employer shall notify the Union and affected employees of such standards prior to implementation.

Any employees that work directly with minors or who will have access to minor's records that are convicted of a felony or misdemeanor, including expressly any law related to drugs or other controlled substances, or are charged with a felony, or are placed on the Central Registry as a perpetrator, shall notify in writing their supervisor immediately, and in all cases, no later than five (5) days after such conviction, charge or placement on the Central Registry. An employee must disclose to the Employer any conviction resulting from such pending charges as described in this Section. Employees working with minors must disclose any arrest or charges, and may also be required to certify that no case of child abuse or neglect has been substantiated against them. In every case, employees in positions that work directly with minors or who will have access to minor's records, shall undergo the background checks, and, if they have not resided or lived in Michigan for each of the previous ten (10) years, they must also sign a waiver attesting to the fact that they may conduct a criminal history search periodically on all employees.

Section 4. County Vehicles/Transporting Program Participants. All persons operating County vehicles or transporting program participants in the course of their employment with the Employer shall, at all times operate their motor vehicle in a safe and prudent manner in strict accordance with the laws of the State of Michigan. No employee shall operate a County vehicle or transport program participants unless they have the appropriate driver's license from the State of Michigan and, should such driver's license be restricted, suspended or revoked at any time, it shall be the employee's obligation to immediately notify their supervisor of the same. The Employer reserves the right to verify such employee's driving records and driver's license status.

ARTICLE XXXIII **ADMINISTRATIVE LEAVE POLICY**

Section 1. If it becomes necessary, due to inclement weather or other acts of God, to curtail some or all of the County's functions, at the department head's discretion, he/she may offer the following options:

- A. Employees may use compensatory, personal or vacation time in lieu of regular pay if compensation is desired;
- B. Employees may work part of their regular schedule and will be eligible for pay for those hours worked, with the remainder of the schedule compensated from compensatory, personal or vacation time if compensation is desired;
- C. Employees may report for work and shall be compensated at his/her regular rate of pay for those hours worked.

Section 2. In cases where the County is officially closed by the Controller and the Chairperson of the Board of Commissioners due to inclement weather or other acts of God, either in its entirety or department by department, the following policy will be in effect.

- A. When employees are instructed to return home, it is understood that these employees will be paid for their regularly scheduled hours;
- B. When employees are instructed to return home and do not do so, they will not receive additional compensation for hours worked, but will only receive compensation for their regular schedule;
- C. It is the County's responsibility to issue notification to employees via radio public service announcement one (1) hour prior to the commencement of the normal shift that the County is officially closed;
- D. If the notification is rendered, employees will be paid for hours normally scheduled. Employees who work will receive one (1) vacation hour to be added for each hour worked.

Section 3. The Controller and the Board of Commissioners' Chairperson can declare a maximum of sixteen (16) hours per calendar year of paid administrative leave. Any further loss of compensation by employees because of inclement weather or other acts of God must be compensated by use of accumulated compensatory, sick or vacation time. If the employee does not have compensatory, sick or vacation time, he/she will not be compensated.

Section 4. Employees who are reasonably prevented from reporting to work from their home at their regularly scheduled time, immediately following the closing of the County under this policy due to inclement weather, even though the County has officially reopened, may use compensatory time, sick or vacation time.

ARTICLE XXXIV **WORKERS' COMPENSATION**

Section 1. Pursuant to Michigan law, the EMPLOYER provides, at its sole expense, workers' compensation coverage for each employee covered by this Agreement.

Section 2. Use of Accumulated Sick Leave When On Workers' Compensation. Employees in the bargaining unit are permitted to use accumulated sick leave while on workers' compensation as provided below:

- A. The maximum time an employee may use accumulated sick leave while on workers' compensation is eight (8) weeks.
- B. Employees shall not accumulate sick leave or vacation time while off work on workers' compensation. All other fringe benefits shall terminate after an employee is off work on workers' compensation for ninety (90) days.
- C. Employees who have accumulated at least 160 hours, but less than 400 hours, of sick leave are permitted to use their accumulated sick time as a supplement to workers' compensation so that they will receive approximately 80% of their normal straight-time pay.
- D. Employees who have 159 hours or less of accumulated sick leave shall not be entitled to utilize this section.
- E. Employees who have accumulated sick leave of 401 hours or more may use their accumulated sick leave so as to receive 90% of their normal straight-time pay.
- F. The 80% and 90% wages noted above shall be gross wages minus normal tax deductions and other deductions.

EXAMPLE: If an employee's gross paycheck is \$150.00 and their net paycheck is \$100.00, and workers' compensation payments are \$60.00, the EMPLOYER'S obligation is to pay \$20.00, provided the employee meets the above requirements.

Section 3. If an employee has applied for Workers' Compensation and the EMPLOYER or the EMPLOYER'S Workers' Compensation carrier is disputing the claim, and the employee is not receiving income, the employee upon request may use any accumulated sick leave, provided the employee signs an agreement to repay such amount, immediately upon receipt of any workers' compensation payment for the period in question. The EMPLOYER may deduct through payroll deduction from an employee's paycheck any money owed. Further, the EMPLOYER reserves the right to terminate the use of the sick leave accruals in the event the EMPLOYER has reasonable cause to believe the employee is abusing sick leave.

ARTICLE XXXV
I. R. S. SECTION 125

The EMPLOYER will execute on or before December 31, 1991, IRS Section 125 document(s), allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. medical hospitalization expenses
2. dependent care programs
3. employee payroll deductions for health care premiums

The above requirement is subject to and contingent upon CPA verification that the same is permissible and will not jeopardize County tax deductions and is authorized by the IRS.

ARTICLE XXXVI
FAMILY AND MEDICAL LEAVE ACT

Section 1. Family and Medical Leave (FMLA).

A. An employee who has been employed by the EMPLOYER for twelve (12) consecutive months and who had worked at least 1,250 hours during those months may take a leave of absence for up to a total of twelve (12) weeks during each year for the following reasons as defined under the FMLA:

1. His or her own serious health condition;
2. To care for a child, spouse or parent who has a serious health condition;
3. Birth of a child;
4. The placement of a foster or adoptive child.

A year, for purposes of determining eligibility for family or medical leave, is defined as 365 calendar days prior to the requested date of commencement of an employee's family or medical leave.

B. The UNION and the EMPLOYER reserve all their rights under the Federal Family and Medical Leave Act and may exercise same.

ARTICLE XXXVII
LICENSE FEES

Effective January 1, 1996, the EMPLOYER will pay up to One Hundred Dollars (\$100.00) for Psychologist's State License fee.

ARTICLE XXXVIII
BAR DUES

Effective January 1, 2007, the County shall pay to the Michigan State Bar Association the dues for Attorney Referees. This shall include the basic dues only and not section or other additional dues.

ARTICLE XXXIX
EMPLOYEE ASSIGNMENTS - CONTRACT REOPENER

The Employer reserves the right to have a contract reopener on the issue of assigning employees to perform functions not in their job description or performed by employees in other bargaining units due to court reorganization. The Employer shall provide ten (10) calendar days prior written notice to the Union if it wants a reopener. If the Employer exercises the reopener as stated above, then the parties agree to bargain the subject of job function, responsibilities and appropriate pay grade for these employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2009.

EMPLOYER

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 459, AFL-CIO**

Honorable William E. Collette
Chief Circuit Judge

Jeffrey Fleming
Service Representative

Approved:

James Dudzinski, Bargaining Team

Debbie De Leon, Chairperson
Ingham County Board of
Commissioners

Jeffrey C. Loucks, Bargaining Team

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POSITIONS LIST

TITLE	SALARY GRADE
Accountant/Child Care	P6
Attorney Referee	Separate Scale
Clinical Social Worker	P6
Court Reporter	P7
Intake Referee	P7
Investigator	P4
Juvenile Court Officer	P5
Senior Juvenile Court Officer	P6
Staff Psychologist	Separate Scale
Traffic/Reimbursement Referee	P7
- - - - -	- - - - -

PROFESSIONAL

SENIORITY GROUPS

- A. Court Reporters P7
- B. Staff Psychologist (Separate Scale)
Clinical Social Worker P6
- C. Attorney Referees (Separate Scale)
Intake Referee P7 - Traffic Reimbursement Referee P7
Sr. Juvenile Court Officer P6
Juvenile Court Officer P5
Investigator P4
- D. Accountant/Child Care P6

LETTER OF UNDERSTANDING

Full-Time/Shared Positions

In the spirit of cooperation with the Alternative Employment Opportunities Study, the Office and Professional Employees International Union, Local 459 and the 30th Judicial Circuit Court / Family Division Court agree on the following procedures for the implementation of full-time/shared positions.

1. Definition

A full-time/shared position is a position in which two employees share one full-time job.

2. Creation of a Full-Time/Shared Position

- (a) The employee in the full-time position must request that the position become a shared position by making the request of his/her supervisor and notifying the appropriate bargaining unit representative.
- (b) Approval of the supervisor and the appropriate department head and/or elected official must be obtained before a position can be converted to a shared position.
- (c) Final approval for shared positions originates from the Human Resources Director.
- (d) The creation of a full-time/shared position to replace a vacant full-time position must be agreed upon by the bargaining unit involved and the County Services Committee.

3. Continuation and Review of Full-Time/Shared Positions

- (a) The supervisor will determine the duration of the shared position based on departmental needs.
- (b) A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the current collective bargaining agreements to determine if it is feasible to create alternative shared positions.

4. Shared Work Schedule

The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the department.

5. Reversibility

- (a) The County Services Committee may convert, at its discretion, the previously designated shared position back to a full-time position which would be filled through regular County employment procedures.
- (b) In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
 - 1) The remaining employee may continue to share the position and the other half would be filled through regular County employment procedures.
 - 2) Should it be determined by the County Services Committee that the position will be converted to full-time, it may be filled through regular County procedures or the remaining employee may be offered the position. It shall be within the Chief Judge's sole discretion on whether or not it shall be filled through County regular procedures or the remaining employee may be offered the position.

6. Limits

There will be a total limit of four (4) full-time/shared positions in the 30th Judicial Circuit Court / Family Division.

7. Longevity

- (a) Full-time employees who are placed in shared positions are eligible for a prorata share of longevity, providing they meet the other longevity requirements as outlined in the collective bargaining agreement.
- (b) Payment of longevity to two shared-time employees will not exceed the total amount that would have been paid to a full-time employee in that position.

8. Fringe Benefits

Full-time/shared-time employees shall receive the same fringe benefits as part-time employees based upon the number of hours they work, as stated in Article V, Section 1(C).

9. Layoff and Bumping

- (a) In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.

- (b) In case of a reduction in force, employees in a full- time position will not be eligible to bump an employee in a full-time/shared position, regardless of seniority.

10. Term

This Letter of Understanding shall remain in force and effect through December 31, 2011.

EMPLOYER

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 459, AFL-CIO

Honorable William E. Collette
Chief Circuit Judge

Jeffrey Fleming
Service Representative

Approved:

James Dudzinski, Bargaining Team

Debbie De Leon, Chairperson
Ingham County Board of
Commissioners

Jeffrey C. Loucks, Bargaining Team

**LETTER OF UNDERSTANDING
BETWEEN
THE 30th JUDICIAL CIRCUIT COURT / FAMILY DIVISION**

AND

OFFICE, PROFESSIONAL EMPLOYEES INTERNATIONAL UNION (OPEIU)

WHEREAS, the 30th Judicial Circuit Court / Family Division (hereinafter referred to as the "Employer") and the OPEIU, Local 459 (hereinafter referred to as the "Union") have agreed to continue the current collective bargaining agreement for the 30th Judicial Circuit Court / Family Division's Professional employees unit; and

WHEREAS, such collective bargaining agreement references job openings and temporary assignments in Article XI, Section 2; and

WHEREAS, the parties wish to clarify the benefits applicable to part-time, shared-time or three-quarter time employees temporarily assigned to full-time status.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. In the event a part-time, shared-time or three-quarter time employee is temporarily assigned by his/her department head through an approved Personnel Action Request to full-time status, either in his/her current position or in a different classification, that he/she be eligible for the following benefits effective from and after the ninety-first (91st) consecutive calendar day of working in that full-time assignment:

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a

full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment.

D. THERE WILL BE NO OTHER CHANGE FROM PART-TIME TO FULL-TIME BENEFITS.

E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a full-time assignment, he/she will be afforded regular full-time benefits commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to the Human Resources Department.

2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the full-time assignment. Any holidays that fall during the interim of the full-time assignment will be paid in a lump sum payment after the completion of the full-time assignment.

3. This Letter of Understanding shall be effective from and after May 7, 1987.

4. This Letter of Understanding shall not serve to modify any other terms or conditions agreed to by the parties in the aforementioned collective bargaining agreements.

EMPLOYER

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 459, AFL-CIO**

Honorable William E. Collette
Chief Circuit Judge

Jeffrey Fleming
Service Representative

Approved:

James Dudzinski, Bargaining Team

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Ingham County Board of
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