

AGREEMENT

Between the

ISABELLA COUNTY TRIAL COURT

and the

**GOVERNMENTAL EMPLOYEES LABOR
COUNCIL**

January 1, 2010 – December 31, 2010

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THIS AGREEMENT, made and entered into this ___ day of January, 2010, by and between the Isabella County Trial Court, located in the City of Mt. Pleasant, Michigan, County of Isabella, hereinafter called the “Employer” and the Governmental Employees Labor Council, hereinafter called the “Union”.

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions, and hours of employment; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful economic relations between the parties.

ARTICLE I - RECOGNITION, AGENCY SHOP

Section 1.

The Employer recognizes and acknowledges that the Governmental Employees Labor Council is the exclusive bargaining representative for all full-time and regular part-time employees of the Isabella County Trial Court. Excluding all full-time magistrates and referees, judicial secretaries/recorders, supervisors and law clerks, as certified by the Michigan Employment Relations Commission in MERC Case No. R97 J-149 on December 22, 1997.

Section 2.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure or discriminate against any employee as regards to membership or non-membership in the Union.

(a) Membership in the Union is separate, apart and distinct from one’s assuming his/her equal obligation to the extent that he/she received equal benefits. The Union is required to represent all of the employees in the bargaining unit fairly, equally, and without regard to membership in the Union.

(b) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union within thirty (30) days of their date of hire by the Employer or within thirty (30) days of the effective date of this Agreement, whichever is later, an amount of money which shall be determined by the Union. Non-members of the Union shall also as a condition of continued employment with the Employer pay to the Union an amount of money which shall not exceed that paid by members of the Union.

(c) Should any provision of this Article be found invalid under Federal or State laws, such provision shall be modified to comply with the requirements of Federal or State laws or shall be renegotiated for the purpose of adequate replacement.

(d) The Union will indemnify and hold the Employer harmless for all sums deducted and/or remitted to the Union including attorney fees that might be incurred by the Employer in connection with the deduction of Dues, except where the negligence of the Employer is the cause for action.

Section 3.

Definitions.

(a) Regular Full-Time Employees. Employees working the normal work week (a minimum of 37.5 hours per week) on a regular schedule at a job classified by the Employer as a regular full-time employee.

(b) Regular Part-Time Employees. Employees working less than the full-time requirements as defined above but working a minimum of twenty (20) hours per week on a regularly scheduled basis.

(c) Provisional Employees. Employees hired pursuant to a State or Federal grant program and whose continued employment is subject to continued funding of that grant.

(d) Temporary/Seasonal Employees. Employees working on a temporary or seasonal basis who are not included in the above definitions of regular full-time or regular part-time employee, including co-op students who may work beyond temporary or seasonal restrictions. The court may, at any time, employ up to six employees under this provision.

ARTICLE II - DEDUCTION OF DUES

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the Union; provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Union.

ARTICLE III - PROBATION

Section 1.

Newly hired employees must serve a one-year probationary period. A probationary employee may be terminated at any time by the Employer in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure for that termination. All other provisions, unless specifically provided for herein, shall be applicable to probationary employees. Unless otherwise provided, probationary employees shall be eligible for benefits after having worked for six months. Provided it is permissible under the terms of the insurance carrier's operating agreement with the County, health insurance coverage will continue to be provided to new hires, with coverage beginning on the first day of the first month after the employee has worked for thirty (30) days.

The probation period is to be used to evaluate the new employee's performance. Employees shall be evaluated at least once, approximately half way through the probationary period, as to their performance and what they can do to correct any faults or improve their work habits.

Employees who have successfully completed the one-year probationary period shall not be considered probationary employees again when they are promoted, demoted or reassigned to a new job classification.

ARTICLE IV - SENIORITY

Section 1.

Employees in the bargaining unit who have completed their probationary period shall be entitled to seniority rights under this Agreement. For employees hired by the Court prior to January 1, 1998, such seniority shall be based on length of service as an employee from their last date of hire with the County. For these employees, "last date of hire" shall mean the most recent date on which the employee commenced work for the County. For employees hired by the Court after January 1, 1998, such seniority shall be based on length of service as an employee from their last date of hire with the Isabella County Trial Court. For these employees, "last date of hire" shall mean the most recent date on which the employee commenced work for the Court.

If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective Social Security numbers, the employee with the highest number being given the highest ranking.

Regular part-time employees shall accrue seniority on a pro-rated basis based on the actual number of hours they work with 1950 hours equal to one (1) year. Hours over 1950 shall not count toward seniority.

Section 2.

Except as otherwise provided, an employee excluded from the bargaining unit shall have no seniority in the bargaining unit and if transferred to the bargaining unit, for purpose of layoff and recall, shall have seniority for such purpose from the date of such transfer.

Except as hereinafter provided, an employee who transfers to a position excluded from the bargaining unit, at his or her own request or through some action of the Employer, shall retain all accrued seniority earned prior to his or her transfer from the bargaining unit. In the event the employee is returned to the bargaining unit, the employee shall be permitted to apply that seniority earned prior to his or her transfer out of the bargaining unit, pursuant to the Layoff and Recall provisions of this Agreement.

Section 3.

Loss of Seniority. An employee shall lose his or her seniority for the following reasons:

- (a) He or she voluntarily terminates their employment.

- (b) He or she is discharged for cause and such discharge is not reversed through the Grievance Procedure.
- (c) He or she retires or receives a pension under the Pension Plan of this Agreement.
- (d) He or she is absent from his or her job for three (3) consecutive working days without notifying the employer, unless the employee is unable to give such notice for reasons beyond his or her control. After such absence, the Employer shall send written notification to the employee at his or her last known address that his or her employment has been terminated.
- (e) The employee does not return to work within ten (10) working days when recalled from layoff. In proper cases, exceptions may be made.
- (f) Failure to return to work within the limits of a leave of absence or an extended leave of absence.
- (g) If laid off for a period equal to his or her seniority or twenty-four (24) months, whichever is less.

ARTICLE V - LAYOFF AND RECALL

Section 1.

Seniority shall prevail in the layoff and recall when reducing the work force because of lack of work. The first employees to be laid off are probationary, then the force shall be laid off in inverse order of seniority with the first employee hired being the last employee laid off. There shall be no bumping of employees permitted by this Agreement. The laid-off member may be considered for any vacancy that exists at the time of the layoff or thereafter, provided the laid off member is qualified and applies for the vacant position. This section shall not be construed to require the Employer to notify laid-off members of vacant positions.

Section 2.

Strict seniority shall apply in layoffs as long as the employees retained have the skills and ability necessary to perform the work of the person being laid off. The employer shall have the discretion in determining if the employees have the necessary skills and ability to perform the job of the person being laid off. Such discretion shall not be exercised in an arbitrary or capricious manner.

Section 3.

Recall from layoff shall be in reverse order of layoff, (the last person laid off being the first person recalled). The recall should be by certified letter to the employee's last known address. The employee shall respond to the notice within seven (7) days of receipt, and will return to work

within ten (10) working days from receipt. Failure to respond, without adequate justification, shall terminate that employee's recall and seniority rights under this Agreement.

ARTICLE VI - UNION OFFICERS

The Employer recognizes the right of the Union to elect/select its officers/bargaining committee members. There will be one President/Chief Steward and one Steward. There will be up to three members of the bargaining committee.

The authority of the officers of the Union shall be limited to and not exceed the following:

(a.) The Union President/Chief Steward or his/her designee shall be permitted at reasonable times to investigate, present and process grievances without loss of time or pay during regular working hours, provided permission is first sought and granted by the Court Administrator or the Court Administrator's designee. Permission shall be granted provided it does not interfere with the efficient operation of the Court. Such permission shall not be unreasonably denied. Where contract negotiations are scheduled during normal work hours, bargaining committee members shall be allowed to participate without loss of time or pay.

(b.) The transmission of messages and information which shall originate with or are authorized by the Union, as long as they are of a routine nature and do not involve work stoppages, slowdowns or other interference with the Employer's business.

ARTICLE VII - LEAVES OF ABSENCE

Section 1.

Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer. It is the Employer's right to grant the request. Leaves of absence of short duration without pay may be granted subject to the availability of an adequate replacement and the circumstances surrounding the request. The Employer shall comply with applicable law regarding military leaves.

Section 2.

All such requests will be in writing and submitted thirty (30) work days prior to the date of the anticipated absence, unless in case of an emergency, or otherwise approved by the Employer.

Section 3.

The Employer shall maintain Hospitalization and Life Insurance payments for employees on approved medical, pregnancy and maternity leaves up to twelve (12) weeks consistent with the provisions of the Family and Medical Leave Act. This leave shall not be available until such time as the employee has exhausted all earned and banked paid leave time. Use of paid leave days shall reduce the employer's obligation under this provision proportionately.

Section 4.

Except for those employees on military leave, FMLA leave, and Article VII, Section 5 (Union) leave, seniority shall not continue to accrue during an approved leave of absence. However, an employee on approved leave shall retain all seniority accrued prior to leave, and the leave shall not be considered as a break in service for purposes of vesting and eligibility to participate in any pension or other retirement plan.

Section 5.

Union Leave. If a member of the Union is selected to attend a GELC seminar or an Annual Delegates Meeting, a leave of absence without pay may be granted. Such leave will be limited to a maximum of four (4) regularly scheduled work days for an Annual Delegates Meeting and two (2) regularly scheduled work days for a GELC seminar. The leave may be denied if the absence of the selected employee would unreasonably interfere with operation of the Court or in cases of emergency. Requests for such leave shall be in writing to the Court at least thirty (30) days in advance of the requested leave.

Section 6.

In-Service Training. The Court recognizes the advantage of training Court employees. Employees who are assigned to attend schooling or training by the Court shall be paid the regular straight time hourly rate of pay for time spent in schooling or training which shall not exceed the regular number of hours worked in the employee's regular work day. If a County vehicle is not available, the Court shall authorize mileage for all travel to and from the schooling or training at the rate paid pursuant to the Isabella County Personnel Policies. An itemized statement of expenses shall be furnished to the Court before any reimbursement of costs and expenses will be paid. Reimbursement of meals shall be as established in the Isabella County Trial Court Travel Policy 2005-1.

ARTICLE VIII – PROHIBITION OF STRIKES

No employees or officers of the Union shall be empowered to call or cause a strike, work stoppage or cessation of work. Any employee or officer of the Union who takes part in causing such actions shall be subject to disciplinary action, up to and including termination.

ARTICLE IX - FUNERAL LEAVE

Section 1.

Upon request, the Employer may grant an employee a leave of absence, with pay, for up to five (5) days to attend a funeral of the employee's immediate family. Three (3) days shall be granted to attend a funeral of the employee's close family member. Five (5) days shall be granted if that relative lives over 300 miles away from the Court. The Court may grant extensions for extenuating circumstances. For the purposes of this Section, the term "immediate family" is identified by the letter "I", and close relatives are identified by the letter "C".

Spouse (I)	Brother in-law (C)
Stepchild (I)	Sister-in-law (C)
Parents/Current Spouse (I)	Daughter-in-law (C)
Child (I)	Son-in-law (C)
Sister (I)	Aunt (C)
Brother (I)	Uncle (C)
Step-parent (I)	
Grandparents (I)	
Grandchildren (I)	
Mother-in-law (I)	
Father-in-law (I)	

Members of the Employee's household for whose financial or physical care the employee is primarily responsible. (I)

ARTICLE X - JURY DUTY OR COURT WITNESS

Section 1.

Employees selected for jury duty or as a witness, shall serve with no loss in pay. The employee shall be compensated only for the difference between the employee's regular pay and the pay received for jury duty or as a witness (excluding mileage reimbursement). The employee may return the jury check and receive regular pay.

Section 2.

If an employee reports for jury duty or as a witness and is excused, the employee must return to the regular work schedule or forfeit the pay for the time scheduled to work.

ARTICLE XI - PAID TIME OFF (PTO)

Section 1. RATE OF ACCRUAL

Each regular full-time employee shall accrue "Paid Time Off" hours at the following rate(s):

	<u>37.5 Hour Employees</u>		<u>40 Hour Employees</u>	
	<u>ANNUAL RATE</u>	<u>BIWEEKLY RATE</u>	<u>ANNUAL RATE</u>	<u>BIWEEKLY RATE</u>
6 mos. – 1 yr. continuous service	97.5 hrs	3.7500 hrs	104.0 hrs	4.0000 hrs
1 – 4 years continuous service	150.0 hrs	5.7692 hrs	160.0 hrs	6.1538 hrs
4 – 9 years continuous service	187.5 hrs	7.2115 hrs	200.0 hrs	7.6923 hrs
9 or more years continuous service	225.0 hrs	8.6538 hrs	240.0 hrs	9.2307

For purposes of this Section, “37.5 hour employees” are defined as those employees who are regularly scheduled to work 37.5 hours per week. “40 hour employees” are defined as those who are regularly scheduled to work 40 hours per week, i.e. Court Officers.

(Regular part-time employees shall accrue prorated “Paid Time Off” hours based upon the ratio of actual hours worked to full-time equivalent hours).

Section 2. ACCUMULATION OF PAID TIME OFF (PTO) HOURS

Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 30 days (225 hours for 37.5 hour employees, or 240 hours for 40 hour employees). Annually, employees must use or lose one-half of each year’s earned PTO hours. If, at the end of a calendar year, an employee has excess hours above the 30 days (225 hours for 37.5 hour employees, or 240 hours for 40 hour employees) of unused PTO time accumulated, excluding unused PTO hours forfeited, the employee shall be compensated for these hours in January of the succeeding calendar year.

When an employee’s continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrual, earning at the new rate will begin on the first day of the current pay period.

Employees shall be paid during Paid-Time-Off period on the basis of the normal work week for the classification of work in which they are normally employed, and at the rate of pay prevailing during the period that the time is taken.

Section 3. PROBATION PERIOD

PTO shall not be permitted during an employee’s first six (6) months of continuous service, provided however, that after an employee has completed six (6) months of continuous service, he/she shall be entitled to the number of hours accrued from the date of employment through the end of the month prior to the desired time off.

Section 4. TEMPORARY, SEASONAL AND PART-TIME EMPLOYEES

Temporary, Seasonal and Part-time employees not otherwise covered by Section 1, above shall not be entitled to PTO leave.

Section 5. SEPARATION

Upon separation from Court employment, an employee shall receive full pay for unused accumulated PTO hours to a maximum of thirty (30) days (225 hours). Upon retirement, this dollar amount will count toward the employee’s final average compensation but shall not be added to an employee’s length of service. Compensation for unused PTO hours will be paid at the rate prevailing on the employee’s last working day.

Section 6. HOLIDAYS

If a holiday, as defined in Article XVIII of this contract, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.

Section 7. LEAVES OF ABSENCE

PTO leave shall not accrue during an employee's unpaid leave of absence.

Section 8. VACATION SCHEDULES

Vacation schedules for employees shall be developed by the Court and must have its approval. It shall be the practice of the Court to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel.

Section 9.

Vacation time may be taken in increments of one-half day from the PTO bank with advance approval from the Court.

Section 10.

Except for illness or an emergency, the use of "personal leave" or PTO hours for "personal" reasons other than vacations is a request and shall be approved prior to use in increments not less than one hour.

Section 11.

For those bargaining unit members who were not previously on the PTO system, the PTO program will become effective on the date of ratification of this collective bargaining agreement by the Board of Commissioners. Accumulated vacation and personal hours, up to a maximum of 187.50 hours, will be converted to PTO credits. All accumulated vacation and personal hours, in excess of 187.50 hours, will be paid at one hundred percent (100%) as of the date of conversion. Accumulated sick hours will be frozen as of the date of conversion, and no additional sick hours will be accumulated after that date. Employees will be allowed to draw from their frozen sick bank credits for documented illnesses.

Upon retirement, death, or termination from employment with the Court, those employees with ten (10) years of consecutive service with the County will be paid for this unused sick time based upon their last date of hire, as defined in Article IV, Section 1. Those employees hired before 1982 will be paid for fifty percent (50%) of the accumulated and unused remaining sick leave hours to a maximum of 150 days (1125 hours) based upon their hourly rate of pay applicable on the day of conversion to the PTO system. Those employees hired after 1982, but before the date of conversion, will be paid for fifty percent (50%) of their accumulated and unused sick leave to a maximum of sixty (60) days (450 hours) based upon their hourly rate on the date of conversion to the PTO system.

Accumulated sick leave shall not be used as annual leave nor is it to be considered as additional Paid Time Off to be used at the employee's discretion. To be used for sick time off, it must be for a justifiable and documented illness. When accumulated sick hours are used, the employee shall be compensated for these hours at his/her current hourly rate.

The court administrator may, at his discretion, require each employee desiring to use accumulated sick leave benefits to present a physician's statement of the condition of the employee when there is a question about the use of this time for sick leave.

ARTICLE XII - DISABILITY LEAVE

Section 1.

A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work-related nature is eligible to apply for disability leave. The plan requires an unpaid fourteen (14) day waiting period during the disability before the disability compensation begins, and the employee may elect to use his/her PTO or sick leave bank during the fourteen (14) day period. If the disability continues beyond fourteen (14) days, the employee shall receive sixty-six percent (66%) of his/her weekly gross wage (not including overtime) up to twenty-six (26) weeks, which may be supplemented by the employee's PTO bank. The disability plan will also provide for health and dental coverage to continue during the entire period of disability (up to twenty-six (26) weeks) with the same employer co-pay or percentage of premium contribution. "Basic" life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

Section 2.

Under no circumstances will an employee be eligible for benefits described under Section 1 above, except by Court-approved medical disability. Requests are submitted and processed through the Court Administrator. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Court retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary.

An eligible employee requesting disability leave who may also be eligible under the Family and Medical Leave Act (FMLA) requirements shall have the time used counted towards the annual FMLA entitlement of twelve (12) total weeks.

Section 3. EMPLOYER/SUPERVISOR REVIEW

The decision to grant a disability leave, reduce hours of work, provide reasonable accommodation or other favored work, will not be made unless and until the Court has been contacted and allowed time to discuss the proposed job modifications.

Section 4. FINAL DETERMINATION

The Court will exclusively make the final determination to grant a disability claim.

Section 5. TERMINATION

Disability payment shall terminate when the employee is able to return to regular work or restricted work if directed by medical authority and approved by the Court; or when the treating physician's statement of disability expires and an extension is not provided; or when the employee retires under MERS as a result of disability or normal service retirement; or upon layoff, death, or discharge.

Section 6. SOCIAL SECURITY OFFSET

Disability payment described herein shall be offset by Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration, and such Social Security disability payments received by the employee for any period during which the employee is being paid under the Court's disability compensation program shall be repaid by the employee to the Court.

Section 7. REGULAR PART-TIME EMPLOYEES

Regular part-time employees hired in that status before the date of adoption of this policy, shall be eligible for Disability Pay under the same terms and conditions, except however, such payments shall be limited to thirteen (13) weeks or one-half (1/2) of the employee's continuous length of service, whichever is less.

Regular part-time employees hired on or after the date of adoption of this policy shall not be eligible for disability pay.

ARTICLE XIII - RETIREMENT

Section 1. PENSION-RETIREMENT PLAN

Effective upon employment, each regular full-time employee, and each regular part-time employee who works at least ten full days (7.5 hours per day) per month shall be enrolled in the Michigan Employees Retirement System retirement plan. The Program includes MERS Benefit Programs B-2, FAC-3, F55. Effective January 1, 2005, the Program shall change to B-4, FAC-3, F55. The cost differential between the B-4 benefit and the cost of the B-2 benefit shall be borne solely by the employees of the bargaining unit by means of payroll deduction.

Section 2. BENEFIT PROGRAM B-4

Two and one-half percent (2.5%) of Final Average Compensation, multiplied by years and months of credited service. Final Average Compensation is computed on the highest thirty-six (36) consecutive months of earnings, divided by three (3).

Section 3. VESTING

To be vested in the retirement program, an employee must have ten (10) years of credited service at any age with pension payable at age sixty (60).

Section 4. RETIREMENT BENEFIT E

Retirement Benefit E provision provides 2% increase for eligible retirees subject to annual Board of Commissioner approval.

Section 5. F-55/20 RETIREMENT

An employee may take paid retirement when they reach the age of 55, provided they have 20 years of service with the county.

Section 6. RETIREE'S HEALTH INSURANCE OPTION

Upon receipt of a paid pension as provided in this Agreement, retirees may purchase medical insurance including health, dental, and vision insurance from the County based upon the insurance carrier's illustrative rates provided purchase of such insurance is permissible under the terms of the carrier's operating Agreement with the County. The retiree's decision to continue or not to continue under the County's health insurance plan upon receipt of a paid pension must be made within thirty (30) days of the date the person becomes eligible to receive payments of County pension.

ARTICLE XIV - INSURANCE

Section 1.

Bargaining unit employees will be provided with fully paid Blue Cross/Blue Shield or equivalent (no change in benefits) hospitalization (Community Blue 4 PPO Plan) coverage, with \$20.00 office visit and with a ten dollar (\$10.00) generic/forty dollar (\$40.00) brand name co-pay on prescription drugs. Employees may choose to buy up to Community Blue 2 or Community Blue 1 coverage by paying the difference in cost above community Blue 4 via payroll deduction. Delta Dental 1 or equivalent (no change in benefits) with Class I (75% covered), Class II (50% covered) and III (50% covered) benefits, \$800 annual maximum/person, and Blue Cross/Blue Shield A80 or equivalent optical coverage shall also be provided. Any change to an equivalent program shall be preceded by a reasonable period of time for the Union to review the intended change.

Section 2.

Each year during open enrollment period only, an employee having alternative insurance coverage through a family member may elect whether to receive County-provided health insurance. Such an Employee may elect not to receive County-provided hospitalization, dental, and optical coverage and shall instead receive an "in lieu of" payment each pay period, provided

such non-participation continues to be permissible under the terms of the carrier's operating agreement with the County. The amount of the "in lieu of" payment shall be one hundred dollars (\$100.00) per pay period. During the open enrollment period, the employee may also elect not to receive County-provided hospitalization but to receive only dental and/or optical coverage, in which case the "in lieu of" payment stated above shall be reduced by an amount equal to the actual cost to the county of the coverage (single, two-person, or family) which the employee elects to receive. Should an employee who is receiving "in-lieu of" payments lose coverage provided by his/her family member and require insurance, the "in lieu of" payments will cease and the employee shall be provided insurance coverage as soon as said coverage can otherwise be instituted.

Section 3.

The Employer shall furnish each employee with Twenty-five Thousand Dollars (\$25,000.00) life insurance. Such insurance shall be Double Indemnity Coverage.

Section 4. FLEX SPENDING ACCOUNT PLAN

Under Section 125 of the Internal Revenue Code, an employee may elect to participate in a dependent care (or child care) reimbursement plan and/or non-reimbursed medical expenses plan. Employees may elect to reduce their annual taxable compensation by up to \$5,000.00.

Such salary reductions are placed in trust and the employee may then request reimbursement for eligible expenses. Such reimbursements will not be subject to Federal or State income taxes, as governed by the Code.

ARTICLE XV - MANAGEMENT RIGHTS

Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; determine all matters pertaining to the services being furnished and the methods in which services are provided, the procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to adopt, modify, change or alter its budget; to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain its operations as in the past; to study and use improved methods and equipment and outside assistance and in all respects to carry out the lawful, ordinary, and customary functions of Court. The employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish reasonable work rules for on duty use of controlled substances and alcohol and off-duty use of controlled substances and implement a drug/alcohol testing program for employees; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel and to use interns through accredited colleges or universities.

ARTICLE XVI - DISCHARGE AND DISCIPLINE

Section 1.

The parties agree that the Employer has the right to promulgate reasonable rules and regulations and has a right to enforce those rules. The parties further agree that the Employer has the right to discipline employees for just cause. It is agreed that a system of progressive discipline shall be used when appropriate.

Section 2.

An employee who maintains an offense-free record for a period of twenty-four (24) months shall have all prior minor offenses (defined as infractions which do not result in disciplinary suspension) removed from his/her record for purposes of subsequent disciplinary action. The parties agreed during bargaining that under this Article everything relating to an employee's disciplinary record would remain in his/her personnel file but minor offenses would be "removed" in the sense of not boosting the level of the next penalty assessed if the employee had an offense-free record for a period of twenty-four (24) months. This Article is not intended to waive or diminish any other rights existing under Bullard-Plawecki Employee Right to Know Act which is incorporated herein by reference.

Section 3.

The employer shall allow employees to review their personnel files at least twice a year upon written request.

Section 4.

The Employer shall provide a copy of any and all disciplinary reports that are placed in the employee's personnel file to the employee. No anonymous or confidential information that does not result in discipline within three (3) months from the date that information is divulged to the court, except for that provided under the Bullard-Plawecki Employee's Right To Know Act, shall become part of an individual's personnel record.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1.

All grievances arising under and during the term of this Agreement shall be resolved in accordance with the procedure in this Article. A grievance is defined as a claim of a violation of a provision of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Union and the Employer.

Section 2.

Should any grievance arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle it promptly through the following steps:

Step 1: A conference shall be held between the aggrieved employee and the Judge or his/her designee within ten (10) working days after the employee knows or should reasonably know the factors constituting the alleged grievance. The aggrieved employee may request that the Union President/Chief Steward or designee be present at this conference.

Step 2: If the Step 1 conference does not settle the grievance, the Union shall reduce the grievance to writing within ten (10) working days after the conclusion of the Step 1 conference and provide a copy to the Court. A meeting will be scheduled between the Union President or designee, the Grievant and the Judge in an attempt to settle the grievance. The Judge shall provide a written answer to the Union within ten (10) work days after the Step 2 meeting.

Step 3: If the grievance is not settled in Step 2 the Union may give written notice to the Employer within thirty (30) calendar days of receipt of the Employer's Step 2 answer of its intent to submit the grievance to arbitration. Failure to appeal to arbitration shall mean that the grievance has been withdrawn by the Union.

Section 3.

The parties have agreed to a permanent panel of Arbitrators who will be selected in successive order on a rotating basis. The permanent panel is as follows:

1. Mario Chiesa
2. Mark Glazer

Section 4. ARBITRATION

- (a) The Arbitrator shall not add to, detract from, ignore, or modify any of the terms of this Agreement.
- (b) Only one grievance shall be presented to an arbitrator in any hearing unless the parties mutually agree to combine similar grievances before the same arbitrator.
- (c) The Arbitrator shall be bound and function in accordance with the labor arbitration rules of the American Arbitration Association, as amended.
- (d) The decision of the Arbitrator shall be final and binding on the parties.
- (e) The charge of the Arbitrator for all fees and expenses shall be borne equally by the parties, regardless of the outcome.

- (f) Each party shall be responsible for the expenses of any expert witness called by the party.
- (g) The President/Chief Steward or designated representative of the Union and the Grievant shall be allowed time off without loss of pay or seniority to attend the arbitration hearing.

ARTICLE XVIII - HOLIDAYS

Section 1.

All full-time employees having completed sixty (60) calendar days of employment and meeting the eligibility terms listed will receive one day's (7 1/2 hours) pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays.

New Years Day	-	-	January 1st
Martin Luther King Day	-	-	Monday nearest January 15th
Presidents' Day	-	-	Third Monday in February
Good Friday (afternoon)	-	-	Friday before Easter
Memorial Day	-	-	Last Monday in May
Independence Day	-	-	July 4th
Labor Day	-	-	First Monday in September
Veterans Day	-	-	November 11th
Thanksgiving Day	-	-	Fourth Thursday in November
Day after Thanksgiving	-	-	
Christmas Eve	-	-	December 24th
Christmas Day	-	-	December 25th
New Year's Eve	-	-	December 31st

Section 2.

If one of the holidays listed above should fall on a Sunday, the next Monday shall be observed as a holiday. If one of the holidays listed above should fall on a Saturday, excluding Christmas and New years Day, the previous Friday shall be observed as a holiday, except for employees assigned to seven-day operations, who will celebrate the actual date of the holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New Year's day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve and New Year's Eve Day will be observed on Thursday, the day before.

Section 3.

Employees eligibility for holiday is subject to the following conditions and qualifications:

- A. The employee must have otherwise been scheduled to work on such day or on an approved paid leave of absence (sick, personal, vacation, bereavement) if it had not been observed as a holiday.

- B. The employee must work the last scheduled work day before and the first scheduled work day after the holiday unless either of those days has, prior to the holiday, been approved by the Court as vacation or personal time.
- C. The employee must not be on a leave of absence, layoff, or disciplinary suspension.

Section 4.

Employees who are required to work on any of the holidays recognized under this policy shall be paid at their straight time regular rate of pay for all hours actually worked on the holiday and shall be given compensatory time off equal to the period actually worked calculated at a time and one-half (1 1/2) rate. An employee who agrees to work on a holiday but fails to report to work shall not be entitled to holiday pay.

ARTICLE XIX - PROFESSIONAL DEVELOPMENT

The Court shall encourage and support activities of bargaining unit members in their efforts to improve their professional skills. Court support for activities related to professional development include, but is not limited to, those listed below.

Continuing Education

The Court may provide tuition reimbursement to bargaining unit members who meet the Court's eligibility requirements and who are granted prior course approval by the court in accordance with the policy and procedure included in the Isabella County Professional Development Policy No. 110.

In addition, with the Court's approval, bargaining unit members may be granted release or flextime to pursue higher education credit.

Membership in Professional Organizations

Bargaining unit members may receive payment or reimbursement of professional dues upon approval of the Court.

Court approval shall be based on the professional nature of the organization and its relationship to one's employment; benefits of membership; amount of dues; and the availability of budgeted funds.

Attendance at Professional Meetings and Conferences

Attendance at meetings and conferences of professional organizations may take place during working hours upon prior approval of the Court.

The Court may also provide or reimburse the cost of conference fees to the bargaining unit member.

Where approval to attend is granted by the Court, the bargaining unit member shall be reimbursed travel expenses consistent the Isabella County Trial Court Travel Policy, Policy No. 2005-1.

Other

The Court may also establish or provide on-the-job training programs which contribute to the professional development of bargaining unit members.

ARTICLE XX - HOURS OF WORK

Section 1.

The work week shall begin on Saturday and end on Friday and consist of five (5) days of work in each seven (7) day period.

Section 2.

The work day shall consist of seven and one-half (7 1/2) hours, excluding lunch, except for Court officers, whose work day shall consist of eight (8) hours, excluding lunch.

Section 3.

Office hours for the Court shall be Monday through Friday with the hours of Court operation set by the Court.

Section 4.

For those employees working regular office hours, the scheduled lunch period shall be one (1) hour.

Section 5.

Employees scheduled to work a full day shall be allowed a fifteen (15) minute work break before lunch, taken no earlier than 9:00 AM and concluded no later than 11:00 AM, and a fifteen (15) minute work break after the lunch period, taken no earlier than 2:00 PM and concluded no later than 3:30 PM. If an employee due to workload foresees that taking a break would pose a difficulty, the employee shall notify his/her supervisor, who shall make efforts to resolve the difficulty. However, it is recognized that extenuating circumstances may exist at times that will prevent the taking of breaks.

Section 6.

Overtime hours are any hours worked by a bargaining unit member in excess of forty (40) hours in a work week. The first two and one-half (2 1/2) hours in excess of the normal thirty-seven and one-half (37 1/2) hour work week will be computed at the regular rate of pay. All hours worked in excess of forty (40) in any work week will be computed at one and one-half (1 1/2) times the

regular rate of pay for time an employee actually spends working. Paid time off, holidays, compensatory time and other types of leave or absences are not considered hours worked within the coverage of this article.

Section 7.

Employees who are called in for a court hearing while off-duty shall be compensated as follows: two (2) hours minimum, paid at straight-time (if total hours, including call-in hours, are forty (40) or less in one work week) or at overtime (for those call-in hours which cause total hours to exceed forty (40) in one work week.)

Section 8.

When circumstances require employees to perform duties by being called in after normal working hours or to perform out of the office, other than as in Section 7, after hours duty compensatory time shall be granted in lieu of monetary overtime compensation, at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime in excess of forty (40) hours in any one work week.

Section 9.

All overtime hours must be authorized in advance by the Court, and earned overtime must be recorded on time sheets and approved by the Court.

Section 10.

Bargaining Unit members may accrue up to 240 hours of compensatory time (160 actual hours of overtime work). The bargaining unit member will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of comp time fall below the 240 hour limit.

Section 11.

An employee who requests the use of accrued compensatory time will be permitted to use the time off within a reasonable period after making the request, or at some other mutually agreeable time if the original time off requested would unduly disrupt the operations of the Court. Employees are required to use compensatory time before using PTO or accumulated sick leave.

Section 12.

However, the Court reserves the right to substitute payment in wages, in whole or in part, for accrued compensatory time. In addition, the County will make an annual payoff of the employee's remaining balance of accrued compensatory time as of August 1 each year, payment to be made in the first full regular payroll after August 1 at the regular rate received by such employee as of August 1.

Section 13.

Any unused compensatory time which a bargaining unit member has at the time of termination of employment, will be paid at one (1) time the average regular rate received by such employee during the last 3 years of employment; or (2) the final regular rate received by such employee, whichever is higher.

Section 14.

The Hours of beginning and ending work and the time and length of lunch and rest periods may vary with the situations facing the Court.

Section 15.

The hourly rate of pay will be based on a 1950 hour year for those employees with a 7 1/2 hour work day, and on a 2080 hour year for those employees with an 8 hour work day.

ARTICLE XXI - WAGES

The wage rates that were in effect for the 2009 calendar year shall remain in effect for the 2010 calendar year for all bargaining unit members. See Appendix A.

ARTICLE XXII - GENERAL

Section 1.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent.

Section 2.

The Employer shall provide for bi-weekly pay periods with pay days on Thursday of the following week. Each employee shall be provided with an itemized statement of his/her earnings and all deductions made for any purpose.

Section 3.

Should the employer require any employee to give bond, any premium involved shall be paid by the Employer.

Section 4.

The Employer shall provide a bulletin board, in the facility where the employees hereunder are employed, for the purpose of posting of seniority and vacation lists.

Section 5.

No employees shall work at other employment which will be a conflict of interest or impair his/her performance. Written permission from the Court must be obtained before any employment or work is undertaken.

Section 6. JOB FLEXIBILITY/OUT OF CLASSIFICATION PAY.

The parties to this Agreement recognize that Court efficiency and effective service to the Community requires employees to assist each other in order to accomplish the business of the Court. The duties of individuals and their job classifications shall not be subject to rigid enforcement but shall be flexible and interchangeable. However, whenever a member of the bargaining unit shall be temporarily assigned to a higher classification for one full day or more, he/she shall receive for all hours actually worked the rate of pay of the first step of the higher classification that gives the employee a rate increase of no less than 5% from the employee's usual hourly rate.

Section 7. CHANGE OF DUTIES/CLASSIFICATION.

Any person whose job duties or responsibilities are changed as a result of job reclassification or merger shall have the right to seek review of the job or pay grade assigned to their position pursuant to the County's salary review procedure. Should the employee still feel aggrieved after the review procedure is completed, he/she may appeal the matter through the grievance procedure.

Section 8. TRAVEL REIMBURSEMENT

See Isabella County Trial Court Travel Policy 2005-1.

Section 9. MEALS

See Isabella County Trial Court Travel Policy 2005-1.

Section 10.

In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions of the Agreement shall remain in full force and effect.

Section 11.

The parties will enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for any provision held invalid as described in Section 1 above.

Section 12.

In accordance with Supreme Court Administrative Order No. 1998-5, the Isabella County Personnel Policies will apply to members of the bargaining unit to the extent these policies are consistent with the effective operation of the Court. The Court will determine, in its sole discretion, whether these policies are consistent with the Court's effective operation. In the event of a conflict between this Agreement and the County's Personnel Policies, the provisions of this Agreement shall control.

Section 13.

If the State and/or the Supreme Court mandate any reorganization and/or change in the operation of the court system, which nullifies any terms and/or conditions of this Agreement, the Court and the Union shall renegotiate the affected provisions.

Section 14.

If an employee is promoted to a higher pay grade, the employee shall be paid at the lowest step in the new pay grade which is at least 5% above the salary he/she was receiving immediately before the promotion. If an employee accepts a position in a lower classification and pay grade, the employee shall be paid in accordance with the pay range for the new classification but will retain his/her previous step.

ARTICLE XXIII - TERMINATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect from January 1, 2010 to and including December 31, 2010 and shall continue in full force and effect from year-to-year thereafter unless written notice of desire to terminate or modify this Agreement is made at least sixty (60) days prior to expiration.

Section 2.

It is further provided that where no such cancellation or termination notices are served on the other party, the Agreement will continue in full force and effect for another year or until proper notice is given sixty (60) days prior to the next year.

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL

ISABELLA COUNTY TRIAL COURT

By: _____

By: _____

Its: _____

Its: _____

By: _____

ISABELLA COUNTY

Its: _____

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____