

AGREEMENT

Between

**VAN BUREN COUNTY
PROBATE COURT**

AND

**LOCAL 2628.02 (Michigan Council 25)
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

2010 – 2012

TABLE OF CONTENTS

Agreement.....3

Witnesseth.....3

Article 1 – Recognition.....	3
Article 2 – Union Dues and Service Fees.....	4
Article 3 – Union Representation and Bargaining.....	6
Article 4 – Management Rights/Prohibition.....	7
Article 5 – Special Conferences.....	8
Article 6 – Grievance Procedure.....	8
Article 7 – Discipline.....	13
Article 8 – Hours of Work and Overtime.....	15
Article 9 – Seniority.....	17
Article 10 – Layoff and Recall.....	19
Article 11 – Posting and Bidding Procedure.....	21
Article 12 – Paid Absence Leave.....	23
Article 13 – Holidays.....	28
Article 14 – Vacation.....	28
Article 15 – Insurance.....	30
Article 16 – Wages.....	30
Article 17 – Miscellaneous.....	30
Appendix A – Compensation.....	34
Appendix B – Benefits.....	35
Appendix C – Short Term and Long Term Disability Plan.....	39
Attachment – Unified Pay-Scale	

AGREEMENT

This agreement, entered into this _____ day of _____, 2010 and between the VAN BUREN COUNTY PROBATE COURT (hereinafter referred to as the "Employer"), and Local 2628.02,

affiliated with Michigan Council No. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union") and the Van Buren County Board of Commissioners (herein after referred to as the Funding Unit).

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of the Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Management, its employees and the Union. Recognizing that the interest of the Courts and the job security of the employees depends upon the Courts' ability to continue to provide proper and timely judicial services, the Management and the Union, for and in consideration of the Mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION

1.1 Description of Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employers do hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees of the Employers included in the following described bargaining units:

All full-time and regular part-time employees of the Probate/Juvenile Court, but EXCLUDING all elected officials, supervisors, confidential secretaries, and temporary employees.

1.2. Aid to Other Unions. The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the Union in terms of the Union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into agreements with other unions to circumvent this collective bargaining agreement.

1.3. Distinct Employers The parties recognize that each Court is a separate and distinct Employer and agree that such separate identity shall be preserved and maintained notwithstanding joint negotiations, if any and a consolidated agreement, if any.

1.4. Gender. As used and set forth in this Agreement, the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article hereof it being expressly understood that there shall be no distinction among employees in regards to sex.

ARTICLE 2 - UNION DUES AND SERVICE FEES

2.1. Agency Shop.

- A. All employees covered by this Agreement who, as of the effective date of this Agreement, have completed at least thirty (30) days of continuous service since their last hiring date shall, as a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members.
- B. All new such employees hired after the effective date of this Agreement shall, immediately upon completion of thirty (30) days of continuous employment, as a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members.
- C. It is understood and agreed that employees referred to in the above paragraph, in lieu of becoming members of the Union as therein provided, may meet the requirements thereof by tendering payment to the Union each month of a fair and reasonable representation fee as established by the Union. The union shall advise such employees of the amount of the representation fee.

2.2. Check off

- A. Each Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, or the Union representation fee of any employee who is not a member of the Union, as provided in a written authorization in accordance with the standard form used by AFSCME, that said form shall be executed by the employee. The written authorization to deduct Union dues or service fees shall remain in full force and effect during the period of the Agreement.
- B. Dues representation fee and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union and Council. Each employee and the Union hereby authorize the appropriate Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union and Council, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, representation fees and/or initiation fees.
- C. Deductions shall be made only in accordance with the provisions of said Authorization for Check off of Dues or representation fees together with the provisions of this Agreement. Each Employer shall have no responsibility for the

collection of initiation fees, membership dues, representation fees, special assessments or any other deductions not in accordance with this provision.

- D. A properly executed copy of such Authorization for Check off of Dues form for each employee for whom the Union membership dues or representation fees are to deducted hereunder shall be delivered to the appropriate Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check off of Dues forms which have been properly executed and are in effect. Any Authorization for Check off of Dues which is incomplete or in error will be returned to the local Union's Secretary-Treasurer by the appropriate Employer.
- E. Check off deductions under all properly executed Authorization for Check off of Dues forms shall become effective at the time application is tendered to the appropriate Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.
- F. Human Resources shall notify unit chairperson or steward of new hires to allow for timely completion of the Check Off Form.
- G. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the local Union.
- H. Deductions for any calendar month shall be remitted promptly to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. The appropriate Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- I. The Union agrees to hold each Employer harmless of any and all legal claims which should arise out of each Employer's agreement to deduct dues, representation fees and initiation fees under this Section.
- J. The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization during an annual enrollment period. Such authorization must be executed by the employee and may be revoked by the employee during the annual enrollment period by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized

statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

2.3. The Employer or its agents nor the Union, its agents or members shall not discriminate against any employee because of such employee's membership or non-membership in the Union. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this section.

ARTICLE 3 – UNION REPRESENTATION and BARGAINING

3.1.

- A. The Employer agrees to recognize Unit Chairpersons and Stewards as follows:

Probate Court – one chairperson and one steward

- B. The Chairpersons and stewards shall together constitute a collective bargaining committee. Stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the Grievance Procedure established herein. In the absence of the steward, the Unit Chairperson shall act as the steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.

- C. The Union shall furnish a list of the steward and unit chairperson to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees for each designated area and any changes to the list in a timely manner. The Employers' designee shall be as follows:

Probate Court – Juvenile Court Administrator

- D. Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer's designee.

- E. 1. Before entering upon such Union business, stewards shall give notice to and receive approval from the Employer's designee.

2. Approval for release from their work assignment for this purpose for such time as may be necessary will not be unreasonably withheld.

3. Any alleged abuse of this provision by either party shall be a proper subject for a special conference.

F. Any bargaining shall take place at times other than the normal working hours of employees unless mutually agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when employees would be at their assigned duty stations, then the employees shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee or any alternate members hereof.

ARTICLE 4 - MANAGEMENT RIGHTS/PROHIBITION

4.1. Reservation of Rights. The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Employer and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications, and the requirements for their continued employment or their termination, dismissal or demotion; to promote and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions for employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management or supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy effecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof conform with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Employer.

4.2. No Strike-No Lockout. The union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union,

therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement not to "Lock-out" employees or prohibits them from working during the term of this agreement.

ARTICLE 5 – SPECIAL CONFERENCES

Special Conferences. Special conferences for important matters concerning this Agreement shall be arranged by the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Council 25 AFSCME may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This article may precede but shall not take precedence over, grievance procedure as set forth in this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1. Definition of Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of terms and provisions of this Agreement.

6.2. Grievance Procedure.

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement as defined above.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. Any action or lack of action on the part of the Employer which is required by law.
- C. The Union shall designate a steward to handle grievances when requested by the grievant.
- D. The term "days" as used herein shall mean Monday through Friday excluding holidays and weekends.
- E. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants'.
 2. It shall be clear and specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the Article or Section of this Agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- F. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.
- G. The Union shall have no right to initiate a grievance involving the right of a grievant without his express approval in writing thereon but the Union may initiate a unit grievance.
- H. All preparation, filing, presentation, discussion or consideration of grievances shall be held and conducted at times other than normal working hours for the grievant or a participating Union representative unless agreed otherwise by the Employer. Equipment and/or materials and supplies owned by the Employer shall not be used by the Employee or the Union for the purpose of preparing or typing a grievance.
- I. Where no wage loss has been caused by the action or inaction of the Employer as set forth in the grievance, the Employer shall be under no obligation to make monetary adjustments.
- J. Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- K. The parties hereto may agree to extend the time limits set forth below by mutual agreement in writing.

6.3. (1) Grievance Procedure for all Employees in Departments with Appointed Department Heads.

Level One: An employee believing himself wronged by an alleged violation of the express terms of the Agreement shall within ten (10) days of its alleged occurrence, or within ten (10) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his supervisor in an attempt to resolve same. If no resolution is obtained within

ten (10) days for the discussion, the employee shall reduce the grievance in writing in accordance with E above and proceed to Level Two.

Level Two: A copy of the written grievance shall be filed with the County Administrator with the endorsement thereon of the approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the County Administrator shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion, the County Administrator shall render his decision in writing, transmitting a copy of the same to the grievant, the Union steward and the department head. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he/she may, within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three: A copy of the written grievance shall be filed with the secretary of the Board of Commissioners. Within ten (10) days of receipt of the grievance, a grievance committee of the Board of Commissioners shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion, the committee shall render its decision in writing, transmitting a copy of same to the grievant, the Union steward, the County Administrator and the department head. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he/she may proceed to Level Four.

Level Four: If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules except that each party shall have the right to pre-emptively strike not more than three from the list of arbitrators.

By mutual consent, within ten (10) days of the request for arbitration the parties hereto shall hold at least one pre-arbitration conference. The conference shall include the bargaining teams for each of the parties and the grievant. The purpose of the conference shall be to attempt to resolve the grievance prior to arbitration. Each party shall submit to the other party at the conference a statement alleging facts, grounds and defenses which will be proven at arbitration. The parties hereto may continue to hold pre-arbitration conferences, by mutual consent, until the time of arbitration.

6.3 (2) Grievance Procedure for all Employees Working in Departments Headed By an Elected Officials.

Level One: An employee believing himself wronged by an alleged violation of the express terms of this Agreement shall, within ten (10) days of its alleged occurrence, or within ten (10) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his/her supervisor in an attempt to resolve same. If no resolution is obtained

within ten (10) days of the discussion, the employee shall reduce the grievance to writing in accordance with (E) above and proceed to Level Two.

Level Two: A copy of the written grievance shall be filed with the Elected Official with the endorsement thereon of the approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the Elected Official shall arrange a meeting with the grievant and his Union steward to discuss the grievance. The union may include a representative from Council 25 and the Elected Official may include a member of the Board of Commissioners at this meeting. Within ten (10) days of the discussion, the Elected Official shall render his decision in writing, transmitting a copy of the same to the grievant, the Union steward and the County Administrator. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he/she may, within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three: If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties can not agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules except that each party shall have the right to pre-emptively strike not more than three from the list of arbitrators.

By mutual consent, within ten (10) days of the request for arbitration the parties shall hold at least one pre-arbitration conference. The conference shall include the bargaining teams for each of the parties and the grievant. The purpose of the conference shall be to attempt to resolve the grievance prior to arbitration. Each party shall submit to the other party at the conference a statement alleging facts, grounds and defenses which will be proven at arbitration. The parties hereto may continue to hold pre-arbitration conferences, by mutual consent, until the time of arbitration.

6.4. Arbitration Rules

Arbitration shall be conducted in accordance to the rules of the American Arbitration Association subject to the following:

- A. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other levels of the grievance process.
- B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union, subject to the right of the Employer or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- C. The right to judicial review shall be limited to arbitrator decisions which are based on bias or on areas outside the parameters of this Agreement.

- D. Powers of the arbitrator shall be subject to the following limitations:
1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He/She shall have no power to establish salary scales or to change any salary.
 3. He/She shall have no power to neither change any practice, policy, or rule of the Board of Commissioners nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board.
 4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and its governmental function and shall so construe the Agreement that there will be no interference with such responsibilities, except as may be specifically conditioned by this Agreement.
 5. He/She shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
 6. He/She shall not hear any grievance previously barred from the scope of the grievance procedure.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred by to the parties without decision or recommendation on its merits.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties hereto.
- G. The cost of arbitration shall be borne equally by the parties hereto except each party shall assume its own cost for representation including any expense of witnesses.
- H. Employees including Union representatives shall not lose pay for any time off the job while attending arbitration proceedings. Arbitration shall, whenever, possible, be conducted on the location where the grievance originated.
- I. No claim for wages shall exceed the amount of wages the employee would otherwise have earned.

6.5. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, or it concerns the bargaining unit as a whole, the Union or employee may file the grievance within five (5) days of reasonable discovery by submitting it initially at Step 2.

6.6. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the Union, Employer and employees. If the time procedure is not followed by the employee or the Union, that grievance shall be considered settled. If the grievance is not followed by the Employer, it shall automatically advance to the next step. The time limits may be extended by mutual agreement in writing. In computing days under the grievance procedure, Saturday, Sunday and recognized holiday shall be excluded.

6.7. Lost Time. The Employer agrees to pay for all reasonable time lost by employees during their regular working hours while pursuing the grievance procedure or in conferences or negotiations with Employer representatives, provided however, the Employer reserves the right to revoke this benefit if it is being abused.

6.8. Single Remedy. The parties agree final and binding arbitration shall be the sole remedy for alleged violations of the terms of the collective bargaining agreement. In the event an employee files a suit in a court of law on the same issue as the arbitration, the parties agree not to proceed to arbitration. The Union shall withdraw the grievance from arbitration without prejudice.

ARTICLE 7 - DISCIPLINE

7.1. Intent and Purpose. The intent and purpose of the following is to provide for progressive disciplinary action when appropriate. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

7.2. Notification. Whenever possible, notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action being taken against any employee which may result in any official entries being added to their personnel file. The employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the action taken. A copy of oral reprimands may be placed in the employee's personnel file, along with any employee rebuttal, if provided. There shall be the official personnel file which will be maintained in the office of the County Administrator. The employer may retain other personnel records. The employee shall be entitled to review any personnel record upon request.

7.3 Representation. The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure and where it is alleged that the employer has violated the provisions of Paragraph 7.1 above, the grievance procedure shall constitute the employee's exclusive remedy up to point of arbitration. Oral or written reprimands shall not be processed above level three of the grievance procedure.

7.4. Statements. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.

7.5. Procedure. Where disciplinary action is necessary, consistent with the employer's rights reserved in section 7.1 above, the employer will, where appropriate, use the following procedure:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension not to exceed thirty (30) days, transfer to existing vacancy or demotion.
4. Removal or Discharge.

7.6. Reprimand. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

7.7. Modification. The employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

7.8. Court Appearance. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

7.9. Conduct. The employer reserves the right to review the circumstances when employees are charged with the commission of a felony or of a misdemeanor involving the criminal moral conduct during working hours or related to the work location or job responsibility. Pending the Judicial resolution of the charges, the employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the employer shall be subject to the grievance procedure.

7.10. Political Activity. No employee will be subject to disciplinary action for taking part in a political activity when not on duty and out of uniform.

7.11. Personnel File Review. Upon request of the employee, an employee may review their personnel file consistent with the Bullard-Plawicki Act. Such request shall be complied with within five (5) working days. After twenty-four (24) months of satisfactory service, all reprimands shall be removed from an employee's personnel file record. No prior disciplinary action not in the personnel file shall be adversely used in any subsequent disciplinary action.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1. Work Schedules. The Employer shall determine the hours of work and schedules of the Court and its employees. Current work schedules are as follows:

- A. Workweek. The regular workweek shall be Monday through Friday, seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. This shall not constitute a guarantee of these hours of work. The Employer may not establish split shifts except by agreement between the Employer and the Union.
- B. Workday. The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. with one (1) hour off for a non-paid lunch scheduled approximately in the middle of the day. An optional one-half (1/2) hour non-paid lunch may be scheduled with prior approval by the Employer. The starting and quitting times of the workday may vary if the business of the Employer so requires.
- C. Rest Periods. Two (2) fifteen (15) minute rest periods are provided: one in each half of the workday. Occasionally rest periods may be altered or staggered or forfeited if the business of the Employer so requires.

8.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request and if approved by the Employer.

8.3. Overtime Premium Pay.

- A. Compensatory time off shall be given on an hour-for-hour basis for all work performed in excess of thirty-seven and one-half (37 1/2) hours up to a maximum of forty (40) hours worked in a regular workweek.
 - 1. Probation officers and other classifications as determined by the Court shall receive the above compensatory time for all hours worked in excess of the normal thirty-seven and one-half (37 1/2) hour workweek.
 - 2. Compensatory time earned shall be scheduled by the Employer and must be utilized within the next pay period in which it was earned.
- B. Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) within the workweek unless compensatory time has been received. Work performed on holidays listed in Article 13 shall be paid at time and one-half (1 1/2) the regular rate of pay plus regular holiday pay.
- C. If compensatory time is not scheduled within the next pay period by the employer, the employee shall be paid at the regular rate for the period between thirty-seven

and one-half (37 ½) hours and forty (40) hours, and time and one-half (1 ½) as provided in B for hours in excess of forty (40) hours.

- D. Holiday hours will count as hours worked when computing compensatory time and overtime.

8.4. Temporary Vacancies and Temporaries/Temporary Assignments.

A. Temporary Vacancies and Temporaries.

1. The employer may fill temporary vacancies caused by the employees being absent because of sickness or injury, vacations, leaves of absence, by temporary transfer to another position or due to operational needs by using temporaries. The employer will endeavor to post permanent vacancies within sixty (60) calendar days of vacancy.
2. Temporaries shall only be used to fill a vacancy up to one hundred and eighty calendar days (180) or the duration of the vacancy being filled by the temporary. Vacancies filled by a temporary in excess of one hundred and eighty calendar days (180) will be for medical absences only, unless otherwise agreed to between the employer and the Union. No temporary may remain employed for more than one (1) year. Any temporary employee remaining employed after one (1) year shall be considered a regular employee. No temporary shall be used to work overtime, nor shall a temporary employee be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of a bargaining unit employee.
3. This section will authorize the Employer to utilize governmentally sponsored employment work programs, such as PIC, Summer Youth ETP, MOST and like programs, including interns. These programs will not be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of a bargaining unit employee.

B. Temporary Assignments

1. An employee may be assigned duties normally considered commensurate with a classification higher than that which the employee holds. These duties may be assigned provided that the need for the assignment is based on a situation which could not be planned for in advance or a planned vacancy.

2. When the temporary assignment exceeds five (5) consecutive work days, the employee shall then be compensated from the first (1st) hour of the assignment after the five days at the rate of the higher classification which gives the employee an increase in compensation for all hours so performed. Any employee who has performed the higher classification for more than five (5) days shall be paid the higher rate of pay for all hours worked above the original five (5) days. Before an employee is temporarily assigned the higher duties and responsibilities the employee shall receive a written order from the Employer directing and authorizing such work.
3. In the event of an assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the next lower classification in the department shall be offered the temporary assignment whenever possible.

ARTICLE 9 - SENIORITY

9.1. Seniority Definition. Seniority shall be defined as continuous employment within the bargaining unit and shall be the basis for determining such items as this Agreement may require seniority to be used.

9.2. Probationary Period. New employees hired in the unit, who have no continues County employment shall be considered as probationary employees for the first year of their employment. New employees who are hired in the unit from within the County shall be considered as probationary employees for six (6) months of their employment. There shall be no seniority among probationary employees, except in instances of layoff. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire. In order to complete probation an employee must be performing the essential functions of the job and exhibiting good work habits.

9.3. Representation. The Union shall represent probationary employees for the purpose of collective bargaining under the terms of this Agreement except discharged, disciplined, or demoted probationary employees.

9.4. Seniority List. The Employer agrees to give the Union an up-to-date seniority list each six (6) months and also post the list on the appropriate bulletin board. The seniority list shall contain:

- A. Names of employees in the unit
- B. Date of hire of each employee
- C. Job classification of each employee
- D. Seniority lists as of 12-31-89 shall not be subject to provision #3 and shall remain

as listed 12-31-89.

Names shall be placed on the list with the employee with the greatest seniority first, followed by employees with decreasing length of seniority. In the event two employees shall have the same date of hire, then seniority shall be determined by social security number with the employee having the lowest last four digits having the most seniority.

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

- A. He/She quits
- B. He/She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/She is absent for two (2) consecutive working days without notifying the Employer within that two (2) day period. In proper cases exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he has lost his seniority and his employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- E. Return from sick leave and leaves of absence will be treated the same as (c) above.
- F. If the employee is on layoff for a consecutive period of two (2) years or the length of his/her seniority, whichever is less.

9.6. Transfers Out of the Bargaining Unit.

- A. If an employee transfers to a position under the Employer which is not included in the bargaining unit or to one of the Van Buren County bargaining units or other court units and thereafter within sixty (60) calendar days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding a Union office in the bargaining unit from which he/she transferred until such time he returns to said bargaining unit.

- B. Employees transferred or promoted to positions outside the bargaining unit under the Employer shall have their accumulated bargaining unit seniority frozen while working in the position to which the employee has transferred.
- C. Employees returning to the bargaining unit from a position under the Employer as a result of a transfer or employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

ARTICLE 10 - LAYOFF AND RECALL

10.1. Layoff.

- A. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.
- B. During a period of layoff, the first order of priority for filling of vacancies shall be established by this Article.
- C. Notice of layoff shall be issued at the direction of the Employer or Employer's designee. Notice shall be delivered to any employee to be laid off no later than two (2) weeks before the effective date of such layoff and a copy of the notice shall be sent to the Union.
- D. In the event of a layoff as defined above, temporary and probationary employees within their respective bargaining unit as provided under 1.1, may be bumped by employees who are laid off if they have the qualifications to perform the job.
- E. Employees laid off may move to a new position as referred in Article 11, Section 1 (G), (qualifications) according to the following:
 - 1. To a vacant position of the same classification, like or associated classification for which the employee is qualified.
 - 2. Regular full-time or part-time employees shall be allowed to bump the least senior probationary employee in that classification or an appropriate classification for which the employee is qualified to perform the job to avoid a layoff.
 - 3. By bumping the least senior employee in that classification or an appropriate classification for which the employee is qualified to perform the job and has more seniority.

4. By demotion to the next lower classification for which the employee is qualified to perform the job and has more seniority in which event the least senior employee in the classification shall be laid off.
 5. When an employee has been involuntarily reduced from full-time to part-time, that employee shall be allowed to bump back into a full-time position if the employee had full-time status within the last two years, has sufficient seniority and the qualifications to perform the job.
 6. Employees who bump shall not be allowed to bump to a higher paid classification or from part to full-time status except as noted in #5 above.
- F. When an employee is reduced to a lower paying classification through the bumping process, they will be placed on the wage scale in a new class at the closest pay grade to their former pay grade and step.
 - G. Like or associated classification shall mean classifications having duties and responsibilities requiring like qualifications of the incumbents, including such proficiency and other qualifications necessary for proper performance of the work.
 - H. The Union shall assist the Employer in all matters pertaining to layoff upon request.
 - I. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employee provided they are qualified and willing to perform the work in their classification. In the event the classification, shift or work is eliminated and a dispute should arise as to where the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a special conference. Should the dispute remain unsettled after the special conference, the aforementioned employees shall be assigned in accordance with this Article and the matter may be pursued through the grievance procedure.
 - J. This Article shall also apply to the demotion of an employee as a result of the elimination of a position, discontinuance of an operation or the bumping of an employee by a more senior employee affected by one of the aforementioned causes of lack of work or lack of funds, or a reorganization that results in a reduction of force. Notice shall be delivered to any employee so affected not less than five (5) working days prior to the effective date thereof, with a copy to the Union.

10.2. Recall.

- A. Recall shall be defined as the process by which an employee who has been affected under Article 10.1 is returned to employment with the Employer to the former classification or a like or associated classification, department or work location.
- B. The names of employees affected under Section 10.1 shall be placed on a recall list, in order of their seniority, the most senior to be recalled first.
- C. Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. Exceptions for good cause may be made by the Employer for failure to report as notified.
- D. An employee on layoff when recalled shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position, provided the employee is otherwise qualified.
- E. The Union shall assist the Employer in all matters pertaining to recall upon request.

ARTICLE 11 - POSTING AND BIDDING PROCEDURE

11.1. Posting and Bidding Procedure.

- A. Notice of all vacancies which the Employer has determined to fill and/or newly created positions within their respective bargaining unit as defined in 1.1 shall be posted for five (5) business days on designated bulletin boards. Any such notice shall set forth the minimum requirements for the position.
- B. Employees interested in any such posted position shall apply in writing within the five (5) days posting period.
- C. For posting and bidding, District Court East and District Court West shall be considered as one unit.
- D. The vacancy or newly created position shall be filled within a reasonable time after the termination of the posting period by a qualified employee as defined herein. If the position is not filled by bidding, the Employer shall have the right to employ a new hire.

- E. The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory, the Employer may return the employee to his prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his option, return to his former position.
- F. The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.
- G. A "Qualified Employee", as used herein, shall be determined by the Employer on the basis of the following criteria:
 - 1. Prior applicable education and training.
 - 2. Prior relevant work experience both inside and outside the Employer.
 - 3. The length of service of the employee with the Employer.
 - 4. The requirements of applicable laws and regulations, including licensure/certification requirements.
- H. The Employer may advertise to receive applications and consider applicants for the position from the general public. The Employer will interview all internal applicants and will select from the internal bargaining unit where they are qualified. When selecting internally, the Employer will select the most qualified applicant. Where individuals are equally qualified, the most senior applicant will be selected. In determining qualifications, the Employer shall not act arbitrarily or capriciously. Internal applicants must be notified in writing of the reasons if not selected.

ARTICLE 12 - PAID ABSENCE LEAVE

12.1. Paid Time Off (PTO) Leave.

- A. 1. All time off (previously vacation, sick and personal) will be combined into "Paid Time Off" – now called PTO effective January 1, 2010. A separate record will be maintained in Administration to track "old sick banks of employees for 12 (d).

Regular full time employees who work thirty (30) hours per week or more will receive paid time off (PTO) previously vacation, sick and personal leave according to the Rate Schedule below. There will be no maximum accrual of PTO. Annually, up to fifty-two and one-half (52.5) hours of PTO will be reimbursed by the County if the employees so elects, and the employee maintains a balance of one hundred-fifty (150) hours of PTO at the time of the payment.

An employee may utilize PTO allowances for absences of sick leave as outlined in 12.1, per Personal & Emergency leave as outlines in 12.2, for Union Leave as outlines in 12.5, for Vacation Leave as outlines in Article 14, and upon termination.

2. PTO Accrual as Follows:

<u>Years of Service</u>	<u>PTO Accrual per Pay Period</u>
0 – 2	5.51 hrs.
3 – 4	6.12 hrs.
5 – 9	7.37 hrs.
10 – 14	8.39 hrs.
15+	9.37 hrs.

B. An employee may utilize PTO leave, in half-hour increments allowance for absences:

1. Due to personal illness or physical incapacity
2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance on duty or at work.
3. Due to illness of a member of the immediate family who requires the employee's personal care and attention. The term "immediate family" as used in this section shall mean parents, grandparents, children, brother and sister of the employee or the employee's husband or wife. It shall also include any member of the employee's household.
4. Due to the death of a relative of the employee other than a member of the immediate family.
5. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's Designee.

C. Pay out provisions:

1. Each December 1, an employee may elect in writing pay out of 52.5 hours of unused PTO leave.
2. PTO Leave will be paid-out at the employee's hourly rate of pay as of December 1st of the current calendar year. Payment will be made by January 31st of each year.
3. PTO leave not paid out will carry-over to the next calendar year.
4. An employee at the end of the year will not be eligible for pay out unless they will maintain at least one hundred fifty (150) hours of accumulated PTO time.
5. Upon termination, any remaining hours accumulated in this bank and the old sick time bank, up to a maximum of five hundred (500) hours will paid at the employee's current hourly rate of pay. Employees shall have the option of being paid out in cash and/or applied to the employee's tax deferred 457 plan with any remaining balance to be placed in the employee's tax free MERS HCSP.
6. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused PTO up to a maximum of five hundred (500) hours including that accrued in the current calendar year. A recalled employee who received credit as the time of layoff for the current calendar year will have such credit deducted from his PTO bank the following year.

D. Pay out of old sick bank hours:

Each employee who has old sick bank hours may request an annual payoff of up to 200 hours per year. The request must be made in writing, to their Department Head no later than May 1 of each year. So as to allow the Department Head to include the requests in his annual operating budget. If approved the payout will occur on the second pay period in October following the request. Employees shall have the option of being paid out in cash and/or applied to the employee's tax deferred 457 plan with any remaining balance to be placed in the employee's tax free MERS HCSP.

- E. Employees on sick leave will be required to first utilize sick leave credited in the current year. Should the employee have utilized all of their current sick time, they will then be required to utilize any time in their new sick bank and when that is exhausted they will be required to utilize the time in their old sick bank.

- F. An employee absent for one of the reasons mentioned above shall inform the Employer as soon as possible and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.
- G. The employee may be required by the Employer, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested.
- H. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests for sick leave for more than this time shall be submitted to the Employer for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer may require further medical reports from time to time on all sick leaves in excess of thirty (30) consecutive days.
- I. The Employer agrees to provide an Income Protection Plan to all regular full-time employees who have completed one (1) year of service with the Employer. The benefits of the IPP are attached as Appendix C.

12.2 Personal & Emergency Leave. Each employee shall be granted two (2) days of personal/emergency leave time with pay per calendar year. Such personal/emergency leave time shall only be used for the purpose of conducting business of the employee that can not be conducted other than normal working hours. Employees shall request such personal/emergency leave and receive approval for same from the Employer prior to taking such leave whenever possible. Use of such leave shall be deducted from the employee's PTO bank.

12.3. Bereavement Leave. Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed five (5) days in the case of death of a member of their immediate family. For the purpose of this article, immediate family shall be defined as an employee's current spouse and children. Three (3) days will be granted for parents, step-parents, step-children, siblings, nieces, nephews, aunts, uncles, grandparents or grandchildren of the employee or the employee's spouse. If the funeral is in excess of 300 miles from Van Buren County, then the employee may take an additional two (2) days of paid leave.

12.4. Jury Duty Leave. An employee shall be entitled to leave with pay for jury service, less any jury service fees paid if he/she is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his/her duties whenever his/her attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or quasi-judicial hearing.

12.5. Union Leave. Upon employer approval one (1) employee in each bargaining unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) work days to attend a conference or convention of the Union. A minimum of two (2) weeks advance notice shall be required. Such requests shall not be unreasonably denied.

12.6. Limitation of Benefits. Employees who are on an approved leave of absence do not accrue vacation and sick leave benefits on leaves in excess of two (2) full pay periods or longer, provided, however, such benefits shall not cease to accrue until after the first two (2) full pay periods.

12.7. Overtime, Seminars or Conferences. If an employee attends a seminar or conference, etc., that would be of benefit to both the Employer and the employee and is sanctioned and approved in advance by the Employer, said employee shall be paid overtime or compensatory time as may be appropriate under the Fair Labor Standards Act for all hours spent going to and returning from such seminar or conference, etc. provided that such hours are outside the employee's normal working hours.

12.8. Unpaid Absence Leave.

- A. A regular employee may be granted a leave of absence without pay upon prior written recommendation by the Employer for any of the following reasons:
 - 1. Because of the physical or mental disability of the employee
 - 2. Because the employee has been elected or appointed to a public office.
 - 3. Because the employee is entering the unclassified or exempt services of the County of Van Buren
 - 4. Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.
 - 5. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence. (E.g. matters covered under Sick Leave Article 12, Section 1).
- B. Leaves of absence granted to employees because of physical or mental disability may be extended beyond 6 months or an additional period of time not to exceed 6 month increments, at the expiration of which time the employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work, subject to the Employer's Examining Physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer.
- C. Any regular employee whose employment is terminated under the provisions of this section may appeal from such termination as provided for in this Agreement.

The name of any regular employee whose employment is terminated because of a physical or mental disability and who recovers from such disability, may, within two years from the termination date, and subject to the recommendation of the Employer's Examining Physician be placed on the re-employment list.

- D. A regular or probationary employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the Employer of a written recommendation from the employee's personal physician that the employee is unable to work.
- E. An Employer may require the employee to take a longer period of leave of absence prior to and subsequent to the date of delivery than that requested by her/him and recommended by his/her personal physician, if in the Employer's judgment the nature and type of work performed by the employee is such that it would be injurious to her/him or not in the best interests of the Employer or the public for him/her to continue working. The Employer may call upon the Employer's Examining Physical to assist in arriving at a determination.
- F. Leaves granted for any of the above reasons, shall be subject to the following regulation:
 - Such leave shall not be granted for more than 6 months, but may be renewed upon written application by the employee.
- G. Return from Unpaid Leave. An employee shall be reinstated, without having accumulated seniority during the leave and returned to their previous position if available.
- H. Seminars and Conferences. Employees may from time to time attend conferences, seminars, training sessions, etc. The registration fees and related expenses may be paid upon approval of the Employer. The attending employee may be required to sign a reimbursement agreement agreeing to fully reimburse the Employer for all expenses relating to seminars, etc., should voluntary termination occur within two (2) years of the seminar, conference, etc.

ARTICLE 13 - HOLIDAYS

13.1. Recognized Holidays. The following are recognized as legal holidays for which the employee will not normally be scheduled to work:

New Year's Day – January 1
Martin Luther King's Birthday – third Monday in January in conjunction with the Federal Holiday
President's Day – third Monday in February
Memorial Day – last Monday in May
Independence Day – July 4th
Labor Day – first Monday in September
Veteran's Day – November 11th
Thanksgiving Day – fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24th
Christmas Day – December 25th
New Year's Eve – December 31st

- A. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day fall's on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve fall's on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.
- B. To qualify for holiday pay as specified above, the employee must have worked the last scheduled work day before the next scheduled work day following such holiday, except in cases where the absence on such day or days is due (1) to the fact that such day or days occurred during her/his regular scheduled vacation; or (2) to the fact that her/his absence on such day or days is of a nature which is compensable under this contract; or (3) to the fact that she/he is on an approved short term leave of absence, the duration of which is no more than five (5) working days; or (4) to the fact that she/he is authorized the day off.
- C. Beginning January 1, 2007 all permanent part-time employees will be given (6) days holiday pay prorated to their average hours worked based on a five (5) day work week. These holidays include Thanksgiving, Christmas, New Year's.

ARTICLE 14 - VACATION

14.1. Vacation Eligibility. An employee's last date of hire (anniversary date of full-time hire) shall be used in determining paid vacation. Vacation time earned by new employees may not be used during the first six (6) months of employment.

14.2. Vacation Period.

- A. Vacations will be granted at such times during the year as requested by the employee considering the operational needs of the Employer.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- C. A vacation may not be waived by an employee provided, however, if an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- D. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of authorized absence, a payroll deduction for time not worked will be made.

14.3. Vacation Pay Advance.

- A. If a regular pay day falls during an employee's scheduled time off, and the employee would like the check in advance, he will be required to make a written request at least three (3) weeks in advance in order to receive same on the last day of work prior to the start of vacation.
- B. If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- C. Employees will be paid their current rate based on their regular scheduled day while on time off and will receive credit for any benefits provided for in this Agreement.

ARTICLE 15 - INSURANCE

15.1. Insurance Benefits.

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made part thereof.

15.2. Deferred Compensation/Pension. All employees are eligible and may participate in the Van Buren County Pension Plan in accordance with the terms and conditions thereof. Participation shall not be mandatory.

ARTICLE 16 - WAGES

16.1. Wages and Classifications. All wages and classifications included in the bargaining units (classifications attached as Appendix A) shall be administered in accordance with the terms and conditions of the Van Buren County Compensation Policy. Effective January 1, 2007 the Merit language will be changed to Step. Current employees would then move to the step that meets their years of service at their current classification.

16.2. Direct Deposit All employees will be paid bi-weekly and will be required to have their wages Direct Deposited into a financial institution of their choice. The employee will continue to receive a check stub containing all pertinent information regarding their wages and benefit accruals. All funds will be guaranteed to be available by 9:00 a.m. on the scheduled payday.

ARTICLE 17 - MISCELLANEOUS

17.1. New Classifications. If during the term of this Agreement, the Employer should establish a new classification within the bargaining unit, the Employer agrees to furnish the Union with the new rate for such classification. If the Union disagrees, the parties shall negotiate the rate of pay for the new classification.

17.2. Veteran's Rights. Re-employment rights of veterans will be in accordance with applicable Federal law. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserves or the National Guard, provided proof of service and pay are submitted. A maximum of three (3) weeks pay per year shall apply.

17.3. Computation of Benefits. All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except Worker's Compensation and pension.

17.4. Automobile Mileage. The Employer shall reimburse employees for miles driven in the course of their employment on basis of the IRS rate. The county requests that pool cars be the preferred way of travel during working hours unless they are being used. If a pool car is not available and employee needs to use their own vehicle, mileage shall be reimbursed at 90% of IRS rate. Employees shall comply with such mileage reimbursement procedures as the employer may require

17.5. Union Bulletin Boards. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the material displayed on bulletin boards in terms of profanity, good taste, timeliness, and law. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

17.6. Validity. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be

prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidation the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision.

17.7. Captions. Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

17.8. Distribution of Agreement. The Employer agrees to make available, with the mutual assistance of the Union, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

17.9. Anti-Discrimination. The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex marital status, nationality, handicap, political belief, or union affiliation.

17.10. Mail. The Employer agrees that inter-office mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened and date-stamped according to state regulations prior to transmittal.

17.11. Contracting. Contracting or sub-contracting shall not cause the demotion, layoff or loss of regular wages to any bargaining unit employee.

17.12. Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarifications amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding" signed by both parties and attached to this Agreement as a part thereof.

17.13. Unemployment and Workers Compensation. Each employee will be covered by the applicable Worker Compensation Laws and unemployment benefits as required by law.

17.14. Safety.

- A. A safety committee is hereby established made up of one member from each bargaining unit (Courts constitute 1 unit) and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and more often if required.
- B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work place.

- C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client during working hours shall be reported within twenty-four (24) hours. If he/she is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.
- D. When a supervisor is advised of a safety problem, he/she shall attempt to address the problem within twenty-four (24) hours and the supervisor shall notify the appropriate steward as soon as practicable. If the supervisor is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.
- E. No employee shall be required to perform work if an injury or serious illness is imminent or likely. Nothing in this agreement will limit the employee's ability to file a complaint with MIOSHA.
- F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer.

In Witness Whereof, the parties hereto have caused this instrument to be executed on the _____ day of _____, 2010.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX A - COMPENSATION

- I. The Van Buren County Wage Rate Schedule in effect for this bargaining unit shall be modified as follows:
 - a. 2010 – \$350 stipend to be paid on or before January 15, 2010

2011 – Wage reopener

2012 – Wage reopener

- II. The 2010- 2012 AFSCME Unified Pay-scale – Effective 1st pay period in 2010 will be amended in the following manner:
 - a. Dates to be removed from the heading
 - b. All headings for the “high scale shall be removed
 - c. All headings for the “low” scale shall be modified to read “Step”.
- III. Any employee whose normally scheduled working hours are between 6 p.m. and Midnight shall receive an additional five (5) cents per hour for the entire scheduled shift.
- IV. Lead employees required to carry a pager on the weekend as a condition of employment will receive five (5) hours of straight time pay per weekend. Intensive probation officers required to carry a pager during the week will receive six (6) hours of straight time pay per week.
- V. Yearly stipend for bilingual clerks (\$.20 per hour) who have demonstrated bilingual skills and have been designated by the Employer to regularly utilize those skills.

APPENDIX B - BENEFITS

- I. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase Blue Cross/Blue Shield (PPO coverage is not available) insurance benefits by way of payroll deduction. Employees who are normally

scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.

- II. The Employer will continue to offer Community Blue PPO Plan 2(006), including Dental, as the base Health Care Plan with a co-pay of \$25 for Office Visits & Chiropractic. Prescription currently \$10/40 Rx w/ MOPD & Cont. (MOPD means one (1) co-pay for a ninety (90) day mail order supply. Vision will remain 24/24/24. At the Employees option, and expense, they may upgrade their insurance coverage to Community Blue PPO Plan 1 (005). The election may be made annually. Deductibles will increase from \$100/\$200 to \$250/\$500. Non-emergency Emergency Room visit co-pay will increase from \$50.00 per visit to \$150.00 per visit. Out of pocket maximum will increase from \$600/\$1,200 to \$1,000/\$2,000. There will be an increase for preventative care payments from \$500 to \$750 per benefit year and an increase in dental benefit maximum for \$800 to \$1,000 per benefit year. An orthodontic rider of \$1,500 lifetime per participant will be added and the Blue Cross/Blue Shield RX-90 plan will be implemented.
- III. An Employee who does not need health insurance may elect to have the Employer apply the sum of one hundred fifty dollars (\$150) per month, via a Section 125 Plan, to the Employee's 457 Deferred Compensation plan or have the option to be paid an additional \$56.25 per pay period. This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week. In the event sixteen (16) or more employees within the combined bargaining units Probate Court 2628.02, District Court 2628.03, Circuit Ct./FOC 2628.04, General Unit 2628.07, Supervisory Unit 2628.09 representing AFSCME opt out of the employer provided health insurance, the monthly stipend shall increase to \$400.00 per month and shall remain at that level so long as sixteen (16) employees remain off of employer provided insurance. Employees whose spouse is insured through Van Buren County are not eligible for this opt out stipend. The stipend may be used in taxable cash, HCSP or the 457 plan.
- IV. Employees will contribute 8% towards the health insurance premium for 2010 including Dental attributable to them (e.g., family, double, or single) with a health insurance premium contribution reopener for 2011 and 2012. The premiums will be adjusted annually. The Employer will establish a Section 125 Plan that will allow Employee's premium participation to be paid "pre-tax".
- V. Employees will contribute 50% for the Vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.
- V. The Employer will establish a Section 105 Plan or Health Reimbursement Account (HRA) for each Employee and will contribute the following amounts to each Employee:
- VI.
 - 2010: \$400 Single; \$600 Two People; \$800 Family
 - 2011: \$400 Single; \$600 Two People; \$800 Family
 - 2012: \$400 Single; \$600 Two People; \$800 Family

Unused amounts may be rolled over from year to year up to a maximum of three (3) years. Also, the Employer, will establish a Section 125 Plan that will enable Employees to set aside up to \$2,000 annually "pre-tax" dollars for un-reimbursed medical and \$5,000 for child care/dependent expenses.

- VII. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.
- VIII. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- IX. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$20,000. This provision shall be subject to modification by any appropriate federal regulations.
- X. Eligible employees hired after January 1, 2005 shall participate in the Van Buren County Defined Benefit Plan (MERS). The Van Buren County Deferred Compensation and Thrift programs shall also remain in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.
 - A. In addition, all employees, regardless of their participation in the MERS plan, may participate in the Van Buren County Deferred Compensation/Pension (457) Plan in accordance with the terms and conditions of the Plan.
 - B. Effective the first full pay period of May 2003 without regard to an employee contribution, the County will contribute as follows on base pay to the Thrift Plan:
 - 1. 0 – 10 years of service 5%
 - 2. 10 – 20 years of service 6%
 - 3. 20+ years of service 7%

All caps have been lifted. The Employers contribution will range from a minimum of 5% to a maximum of 11% (See XI.) of base pay.

- XI. Effective the first full pay period of May 2003, in addition to the money set forth in X. above, if an employee makes at least a 3% contribution to the Deferred Compensation Plan, the County will provide an additional match of 4% on base pay to the Thrift Plan.
- XII. Employees were provided with a one-time option to roll over to MERS, which was offered after ratification of the agreement in 2004 to be effective January 1, 2005. Employees who made the decision **not** to roll over to MERS will be covered by the Van Buren County Deferred Compensation plan. Employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to employees hired subsequent to January 1, 2005.
- A. Benefits are provided by the Municipal Employees Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the MERS Plan Document of 1996.
- B. Benefit Programs Formula are:
1. C2 (B1)
 2. Vesting 10 Years
 3. Final Average Compensation 5 years
 4. F 55 (25) Rider
 5. Prior Service Credit Included
 6. Employee Contribution 5%
- C. Other:
1. There will be a moratorium on further negotiations regarding MERS until January 1, 2010.
 2. The Deferred Compensation Plan will remain as an employee option.
- XIII. Effective January 1, 2010 the County shall establish a Health Care Savings Plan (HCSP) through MERS for the sole purpose of providing employees a tax free health savings plan upon retirement or termination.
- The program shall be mandatory for each employee with contributions ranging from a minimum of \$5.00 per pay period up to \$500.00 per pay period. The employee will fund the cost of the administrative fee. There will be no vesting cycle and amounts contributed can be increased but **cannot** be decreased.
- Employees shall annually have the ability to convert any entitled portion of their annual PTO payment to cash or a tax deferred 457 plan with the remaining balance being placed in the employee's tax free MERS HCSP.
- Upon termination of employment, employees shall have the option to convert any portion of their entitled PTO leave payments to cash or a tax deferred 457 plan with the

remaining balance being placed in the employee's tax free MERS HCSP. Employees can also make Post-Tax voluntary contribution to the MERS HCSP.

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APPENDIX C

SHORT TERM AND LONG TERM DISABILITY PLAN

- I. Effective July 1, 2003 the exiting Income Protection Plan was rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan.
- II. During the fourteen (14) calendar day waiting period, the employee must use compensatory time and PTO leave.
- III. An employee may supplement the remaining 33% of base wage by using available PTO time as outlined in Item II above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- IV. Health insurance will be maintained for no more than a period of fifty-two (52) weeks while receiving the STD/LTD Plan benefits at the same level and under the same conditions which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements. However, under extraordinary circumstances such as an anticipated imminent return to work, the employer in its sole discretion may extend the health insurance benefits period beyond 52 weeks. Employees who are on LTD at the time these changes go into effect shall retain the plan in effect at the time their leave began.
- V. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
- VI. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union.
- VII. An employee who is on short or long term disability and is not supplementing to make whole shall not accrue paid time off or receive holiday pay.