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**A G R E E M E N T**

**Between**

**THIRTIETH JUDICIAL CIRCUIT COURT**

**&**

**55TH JUDICIAL DISTRICT COURT**

**and**

**INGHAM COUNTY EMPLOYEES' ASSOCIATION**

**for their**

**PROFESSIONAL COURT EMPLOYEES**

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**January 1, 2006, through December 31, 2008**

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# **AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2006, between the **THIRTIETH JUDICIAL CIRCUIT COURT** and the **FIFTY-FIFTH JUDICIAL DISTRICT COURT**, hereinafter referred to as the "**EMPLOYER**," and the **INGHAM COUNTY EMPLOYEES' ASSOCIATION**, hereinafter referred to as "**ASSOCIATION**."

**THIS AGREEMENT** shall remain in force and effect commencing the 1st day of January, 2006, through the 31st day of December, 2008.

## **PREAMBLE**

**THIS AGREEMENT**, entered into by the parties, has as its purpose, the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment.

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

# **ARTICLE 1**

## **RECOGNITION**

**Section 1.** The EMPLOYER hereby recognizes the ASSOCIATION, pursuant to Case No. R86 H-291 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described below, as the exclusive representative for the purpose of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, that said ASSOCIATION is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

### **Unit Description**

All employees classified as Professional employees, but excluding Professional employees certified by MERC to be represented by another bargaining agent, and confidential, executive, managerial, and supervisory employees as defined by MERC and identified as such by the EMPLOYER, and covered under the Personnel Manual, and Court Officer/Research Clerks and Judicial Assistants.

**Section 2. Exclusions.** All those positions unclassified or classified as stated in this Agreement shall be represented by the ASSOCIATION for the purposes of collective bargaining, provided the above-stated exclusions shall supersede any questions of representation.

**Section 3. Other Agreements.** The EMPLOYER agrees that during the life of this Agreement, it will not enter into any agreement with employees individually or collectively which conflicts with or are contrary to the terms of this Agreement without negotiating with the ASSOCIATION.

## **ARTICLE 2**

### **NONDISCRIMINATION**

**Section 1. EMPLOYER'S Pledge.** The EMPLOYER, while engaging in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment agrees not to discriminate because of race, height, weight, age, color, national origin, religious affiliation, sex, sexual orientation, marital status, membership or activity on behalf of the ASSOCIATION, or participation in the grievance procedure.

**Section 2. ASSOCIATION'S Pledge.** The ASSOCIATION agrees that, with regard to membership, representation or ASSOCIATION activity, it will not discriminate for any of the reasons set forth above.

**Section 3. Gender.** References to the feminine gender may refer to the masculine gender or vice versa.

**Section 4.** Nothing in this Agreement shall be construed to limit the EMPLOYER'S ability to comply with State or Federal civil rights requirements, including compliance with any accommodations requirements under the Michigan Handicappers Act or the Americans With Disabilities Act; and/or any State or Federal judicial or administrative orders directing compliance with an applicable State or Federal civil rights law or regulation.

## **ARTICLE 3**

### **EMPLOYER RIGHTS**

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

**Section 2. Retention of Rights.** All rights, functions, powers and authority which the EMPLOYER has not expressly and specifically abridged, amended, delegated or modified by this Agreement are recognized by the ASSOCIATION as being retained and reserved by the EMPLOYER.

**Section 3. Constitutional/Statutory Rights.** Neither the Constitution nor the statutory rights, duties and obligations of the EMPLOYER shall in any way whatsoever be abridged unless specifically provided for under the terms of this Agreement.

**Section 4. Rules and Regulations.** The EMPLOYER shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However the ASSOCIATION (Local President, General Counsel and Business Agent) shall receive a copy of any new or modified rule or regulation ten (10) days prior to its effective date, unless conditions warrant necessary and immediate implementation. Said rule shall be transmitted to the Human Resources Office for its review. If there is concern regarding the fairness of the rule or rule change, the ASSOCIATION (Local President, General Counsel and/or Business Agent) may request a special conference between the ASSOCIATION, a representative of the Human Resources Department, and the Department Head, or his/her representative, to discuss the reasonableness of the rule. In no case will the rule change or new rule become subject to the grievance procedure.

**Section 5. Notice of Requirement.** If the ASSOCIATION does not receive a copy of the new work rule or modification thereof as required above, the same shall not be binding upon the ASSOCIATION, the employee, or the EMPLOYER.

**Section 6.** The Chief Judge Rule contained in MCR 8.110 shall be applicable, notwithstanding any contrary provisions contained in this Agreement.

## **ARTICLE 4**

### **EMPLOYER SECURITY**

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

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

## ARTICLE 5

### DEFINITION OF EMPLOYEES

**Section 1. Definitions.** The terms "employee" and "employees," when used in this Agreement, shall refer to and include only those regular, full-time employees and part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the EMPLOYER in the collective bargaining unit described hereunder. For purposes of this Agreement, the following definitions shall be applicable:

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

Notwithstanding anything in this Agreement to the contrary, the parties agree that effective January 1, 1983, the EMPLOYER may reduce full-time employees' hours in lieu of layoff. Prior to layoff or reduction of hours, the EMPLOYER will meet with the

ASSOCIATION to discuss the layoff or reduction of hours for specific program sub-units within a department(s) and possible alternatives.

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

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

- C. Part-Time Employees: Employees who are regularly scheduled to work less than full-time, but at least half-time (twenty (20) hours per week up to and including twenty-nine (29) hours per week) shall be classified as regular, part-time employees. They shall:
- 1) Be paid for their hours worked at the regular rate of their salary grade.
  - 2) Receive overtime pay on the same basis as three-quarter time employees.
  - 3) Receive vacation, vacation bonus, sick leave, holiday pay, funeral leave and a cost of living allowance at one-half the rate that full-time employees are eligible to receive.
  - 4) Receive health insurance at the single subscriber rate.
  - 5) Receive dental coverage the same as full-time employees are eligible to receive.
  - 6) Retirement benefits where eligible on a prorated basis in proportion to their work schedule.
- D. Special Part-Time Employees: An employee regularly scheduled to work nineteen (19) hours or less per week shall be considered a special part-time employee. Such employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- E. Temporary Employees: An employee who is hired for a period of six (6) months or less to augment the work force will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only.

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

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

- F. Substitute Employees. An employee who is hired to replace an employee on a leave of absence or on worker's compensation shall be considered a substitute employee and shall not attain seniority in the Unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence.

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

- G. Shared-Time Employees.

1. Definition. A full-time/shared time position is a position in which two employees share one (1) full-time job.
2. Creation of a Full-Time/Shared Position.
  - (a) The employee in the full-time position may request that the position become a shared position by making the request of his/her supervisor and notifying the appropriate bargaining unit representative.
  - (b) Approval of the supervisor and the appropriate department head and/or elected official must be obtained before a position can be converted to a shared position.
  - (c) Final approval for shared positions originates from the Ingham County County Services per Resolution #80-355.
  - (d) The creation of a full-time/shared position to replace a vacant full-time position must be agreed upon by the

bargaining unit involved and the County Services Committee.

3. Continuation and Review of Full-Time/Shared Positions.
  - (a) The supervisor will determine the duration of the shared position based on departmental needs.
  - (b) A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the current collective bargaining agreement to determine if it is feasible to create alternative shared positions.
4. Shared Work Schedule. The work schedule will be determined by the supervisor for the shared positions in a manner to attempt to accommodate the employees, as well as the needs of the department.
5. Reversibility.
  - (a) The County Services Committee may convert, at its discretion, the previously designated shared position back to a full-time position which would be filled through regular County employment procedures.
  - (b) In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
    - 1) The remaining employee may continue to share the position and the other half would be filled through regular County employment procedures.
    - 2) Should it be determined by the County Services Committee that the position will be converted to full-time, it will be filled through regular County employment procedures.

6. Limits. There will be a total limit of ten (10) full-time/shared positions under the ICEA.
7. Longevity.
  - (a) Full-time employees who are placed in shared positions are eligible for a pro rata share of longevity, provided they meet the other longevity requirements as outlined in the collective bargaining agreement.
  - (b) Payment of longevity to two (2) shared-time employees will not exceed the total amount which otherwise would have been paid to a full-time employee in that position.
8. Fringe Benefits. Full-time/shared-time employees shall receive the same fringe benefits as part-time employees except longevity, which shall be paid as above, based upon the number of hours they work, as stated in Article 5, Section 1(C).
9. Layoff and Bumping. In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.
10. Term. The Shared-Time Employee Program shall remain in force and effect for the duration of this contract.

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

## **ARTICLE 6**

### **CLASSIFICATION PLAN**

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

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

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

**Section 2.** The classification plan for Professional positions shall consist of the classes listed in this Agreement, with new positions included as may be recommended by the County Services Committee and approved by the Board of Commissioners. Future reclassifications for current professional positions shall be through the negotiation process for a successor agreement, unless the parties jointly agree otherwise.

**Section 3.** In the event that a new classification is proposed, the ASSOCIATION Local President, ASSOCIATION Counsel's Office, Business Agent, and Chief Steward shall be notified of the recommended salary prior to presentation to the County Services Committee. This notification shall include the criteria used to determine the EMPLOYER's proposed salary.

If the ASSOCIATION does not respond to the notice of the proposed rate within six (6) work days, the rate shall become effective upon approval by the Board of Commissioners. If the ASSOCIATION disagrees with the above within six (6) work days by providing notice in writing, a

meeting shall be scheduled within seven (7) work days with the Human Resources Director, the ASSOCIATION Local President, Chief Steward and ASSOCIATION attorney. If there is no resolution at the meeting, and the ASSOCIATION alleges the rate is unreasonable, it may appeal to the County Services Committee and present evidence which the ASSOCIATION believes pertinent. There shall be no appeal from the County Services Committee except if the County Services Committee's decision is changed by the Board of Commissioners, in which event, the ASSOCIATION has the right to seek an arbitrator's decision within ten (10) work days, under the Rules of the American Arbitration Association.

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

**Section 5.** The parties also recognize that the classification plan may be changed through an EMPLOYER-initiated reorganization or restructuring which results in substantial changes in classification responsibilities. In such situations, the parties agree to bargain over the impact of the substantial changes in classification responsibilities.

## **ARTICLE 7**

### **SENIORITY**

#### **Section 1. Definition of Service/Seniority.**

- A. Service, for economic and fringe benefit purposes, shall mean the status attained by continuous length of service as an employee within Ingham County, County Court employment. Continuous service is defined as that time actually spent on the active payroll of the EMPLOYER (Ingham County and County Court) plus approved leaves of absence period, unless otherwise provided in this Agreement.
- B. Seniority, shall mean the length of time within the employ of Ingham County or the various County Courts, excepting the length of time spent in a bargaining unit represented by the UAW.
- C. The application of seniority shall be limited as applied to the terms and conditions contained in this Agreement. Employees who are hired on the same date shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number, the highest having the greatest seniority. Each number shall be considered as a single number.
- D. It is agreed by and between the parties that all employees within the bargaining unit as of January 23, 1996, shall have service and seniority as though they had been in the ICEA bargaining unit from their original date of hire with the EMPLOYER (Ingham County and County Courts), notwithstanding Section 1(B) above.
- E. For the purpose of this Section, "County Courts" shall mean the 55th Judicial District Court, the 30th Judicial Circuit Court/Court of Claims and the Ingham Probate Court.

**Section 2. Probationary Period.**

- A. New employees hired shall be considered probationary employees for the first six (6) months of their employment. Unpaid absences from work in excess of ten (10) work days shall extend the probationary period accordingly. Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months from the date he/she completed the probationary period. The probationary period may be extended once for not more than ninety (90) calendar days, provided that a written evaluation of the employee's performance is made within the first six (6) months of employment and upon written notice to the ASSOCIATION Local President and the affected employee.
- B. The ASSOCIATION shall not represent employees during the probationary period. ASSOCIATION dues or representation fees shall not be paid during an employee's probationary period.
- C. Employees disciplined, terminated or laid off during the probationary period shall not have recourse to the grievance procedure. Probationary employees can be terminated from employment with or without cause during the probationary period, except for age, height, weight, religion, physical handicap, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law.

**Section 3. Seniority List.** The EMPLOYER shall prepare and maintain a seniority list which shall list the name, classification, anniversary date, and seniority date of each employee with seniority status. The EMPLOYER shall submit the seniority list to the ASSOCIATION Treasurer and ASSOCIATION Attorney on a quarterly basis.

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

- A. He/she voluntarily resigns;
- B. He/she is discharged for just cause and is not reinstated;
- C. He/she retires;
- D. He/she is laid off for a period of time greater than his/her seniority or thirty (30) months, whichever is less;
- E. He/she is absent from work for three (3) consecutive work days without notification to the EMPLOYER and without acceptable excuse for not notifying the EMPLOYER;

- F. He/she fails to return to work upon recall from layoff;
- G. He/she fails to return to work after expiration of leave of absence; or
- H. He/she makes an intentionally false statement on his/her employment application, or on an application for leave of absence, or on any other employment record or form.

## **ARTICLE 8**

### **LAYOFF**

**Section 1. Layoff Definition.** In the event that a reduction in personnel and/or positions is necessary, as determined by the Ingham County Board of Commissioners, layoffs will be by classification within a department. The EMPLOYER shall determine which employment status groups (i.e. full-time, part-time, or special part-time) shall be affected by the elimination of a position(s).

**Section 2. Consultation/Notice.**

- A. In the event that the EMPLOYER determines that layoffs are necessary, the EMPLOYER agrees to meet with the ASSOCIATION Local President and representatives prior to effectuating layoffs and discuss alternatives, such as but not limited to, voluntary leave, job sharing, sabbatical leaves, and early retirement to such layoffs, and the effects of the layoffs.

Failure of the ASSOCIATION to provide at least eight (8) work days' notice of its desire to meet for the purpose stated above, shall absolve the EMPLOYER of its requirement to meet. The Human Resources Director shall notify the ASSOCIATION Local President and ASSOCIATION Attorney and/or Business Agent as soon as practicable of final layoffs. However, nothing shall preclude the EMPLOYER from laying off employees.

- B. The laid off employee and the Local President and General Counsel and Business Agent shall be given at least ten (10) work days' prior notice of the layoff. Notice will be given to the employee in writing or sent by certified mail to the employee's last known address in the personnel file. This ten (10) work days' prior notice shall not apply to employees being laid off due to being bumped. The layoff notice shall include notice to the employee of persons with less seniority in his/her seniority group.

**Section 3. Layoff Procedure.** In the event a reduction in personnel is necessary, layoffs will be by job classification<sup>1</sup> and status group<sup>2</sup> within a department. If more than one (1) employee is within the same job classification, any temporary or probationary employees in that job classification shall be laid off first, and then, seniority employees within that job classification, on a reverse seniority basis, provided the remaining employees are capable of performing the work. The seniority employee

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<sup>1</sup> Job Classification: The categories of jobs are set forth in Attachment B.

<sup>2</sup> Status Group: Full-time, part-time, or special part-time.

in that job classification, shall be laid off, however, he/she may exercise his/her bumping rights as provided for hereunder. However, if a vacancy exists in the employee's salary grade in the department which the EMPLOYER intends to fill for which the employee targeted for layoff is qualified, the employee shall be transferred to the vacant position in lieu of layoff. Such employee will retain secondary recall rights to his/her original job classification. A transferred employee to a classification other than that from which they were laid off from, will be on a trial period for two hundred fifty-six (256) work hours. If, within the sole discretion of the elected official or department head, or their designee, the transferred employee cannot and does not satisfactorily perform the duties of said position, he/she shall be given three (3) days' notice of their inability to perform. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement. The employee will then be returned to laid off status.

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

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

**Section 6. Grant-Funded Positions.**

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

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

**Section 8. Seniority Groups.**

- A. Seniority groups are incorporated by reference into this Agreement pursuant to Attachment A. Any changes that are necessary will be negotiated between the EMPLOYER and the ASSOCIATION.
  
- B. Seniority for purposes of layoff, recall and bumping, shall be as defined in Article 7, Section 1, of this Agreement, except for the first two (2) calendar years in a job classification in this unit. During an employee's first two (2) calendar years within this bargaining unit, the employee's seniority for layoff, recall and bumping purposes shall include only the employee's continuous length of service since their most recent date of employment in the job classification from which they are being laid off.

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

## ARTICLE 9

### BUMPING AND RECALL

**Section 1. Bumping.** After a position has been eliminated, the laid off employee may exercise his/her bumping rights in the same seniority groups within the same department, under the conditions stated below, however, a full-time employee bumping a part-time employee shall be entitled to only those benefits provided to such positions:

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

- H. An employee must inform the EMPLOYER of his/her decision to bump within three (3) working days from the date of the receipt of the layoff notification.
- I. The foregoing bumping provisions shall not apply to temporary cases of layoff, not to exceed ten (10) work days.

**Section 2. Seniority.** Seniority for purposes of layoff, recall and bumping, shall be defined in Article 7, Section 1, of this Agreement, except for the first two (2) calendar years in a job classification in this unit. During an employee's first two (2) calendar years within this bargaining unit, the employee's seniority for layoff, recall and bumping purposes shall include only the employee's continuous length of service since their most recent date of employment in the job classification from which they are being laid off.

**Section 3. Pay Level.** An employee exercising his/her bumping privileges or recall rights to another classification in their seniority group shall be placed at the same step in the new position as they held in their previous position unless the bump or recall exceeds two (2) grades or more at which time the employee will be placed at the step which does not exceed fifteen (15%) percent decrease from their previous salary.

**Section 4. Notice of Layoff Due to Being Bumped.** The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least three (3) work days notification of his/her layoff due to being bumped.

**Section 5. Bumping Between Departments Prohibited.** Employees shall not be able to bump between departments.

**Section 6. Referrals to Other County or Court Positions.** The EMPLOYER shall refer a laid off employee for other County or Court position(s) outside of their seniority group and department if the employee meets the minimum qualifications for the position(s) and a vacancy exists in the position(s). This includes the right to make such referrals notwithstanding any limitations in Article 11, Section 3.

**Section 7. Recall Procedure to the Same Department and Seniority Group.** When openings occur within the same seniority group and in the same department from which employees have been laid off or bumped, such employees will be recalled to the same department and in the same seniority groups at the same salary grade or lower, in the order of their seniority.

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

A recalled employee to a classification other than that from which they were laid off from, will be on a trial period for two hundred fifty-six (256) work hours. If, within the sole discretion of the

elected official or department head, or their designee, the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall be given three (3) days' notice of their inability to perform. Said decision shall not and is not subject to any grievance procedure provided for in this Agreement. The employee will then be returned to laid off status.

**Section 8. Recall Procedure to Another Department.** When a new or open position occurs in a seniority group in a department in a job classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same job classification on layoff from a different department, shall be recalled in order of their seniority for said new or open position, provided:

- A. He/she has completed his/her probationary period; and
- B. He/she has the appropriate training and skills to perform the duties of said position; and
- C. The new or open position is within the same job classification as the laid off employee.

Notwithstanding anything in this Agreement to the contrary, the recalled employee will be on a trial period of ninety (90) days. In the event that the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid off status upon three (3) days prior notice. Said decision shall not and is not subject to any grievance procedure provided in this Agreement.

**Section 9. Notice of Recall.** Notice of recall shall be sent to the employees at their last known address by Registered or Certified mail. A copy of the notice shall simultaneously be sent to the ICEA Business Agent and Local President. If an employee fails to provide the EMPLOYER written notice of his/her intent to return to Court or County employment within five (5) working days or fails to report for work within ten (10) working days from receipt of the notice of recall, he/she shall be considered to have resigned from his/her employment.

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

Employees on layoff shall notify the Human Resources Department of their current address within seventy-two (72) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify said employee of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall. The EMPLOYER will also send notice of the recall to the ASSOCIATION attorney by first class mail.

**Section 10. Seniority.** Employees on layoff retain seniority accrued and continue to accumulate seniority at the time of layoff for a period equal to the employee's seniority not to exceed thirty (30) calendar months from the effective date of the layoff. After that period, seniority is lost.

ARTICLE 9 - 1

Continuous service shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt accumulation of seniority.

# ARTICLE 10

## HOURS OF WORK

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

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

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

**Section 4. Special Exemptions.** On each and every nationwide or statewide election day, excluding primaries and school elections, all employees over eighteen (18) years of age, shall be allowed one (1) hour off from their normal duties for the purpose of casting their vote in said election. The decision as to which hour an employee shall be entitled to take off for the above-stated exemption shall be made by the department head or the immediate supervisor if the department head is not available. Necessary travel time may be included in the approved time off for voting if the employee is prevented by his/her supervisor from voting either at the start or end of the shift on that particular day.

**Section 5. Court Time.** When an off duty employee is required to spend two (2) hours or less in court, he/she shall receive the court paid witness fee; when an off duty employee is required to spend more than two (2) and up to four (4) hours in court, he/she shall receive the difference between the witness fee and Fifteen Dollars (\$15.00). When an off duty employee is required to spend more than four (4) hours in court, he/she shall receive the difference between the witness fee and Twenty-Seven and 50/100 Dollars (\$27.50). Such time spent in court shall include time excused for lunch if the employee is required to return to court. Mileage that may be paid by the court will be considered separate payment and will not be included in the Fifteen Dollars (\$15.00) or Twenty-Seven and 50/100

Dollars (\$27.50) total payment specified above. However, said employee shall not be paid mileage by the EMPLOYER. Said payment shall be made only when an employee is required to attend court for a work related incident. When an employee is on vacation and is called into court under this Section, said employee shall not lose vacation time for time spent in court.

**Section 6. Call Back.** Employees covered hereby who are called back to work preceding their normal shift or after the end thereof shall receive two (2) hours minimum payment at the rate of time and one-half their regular rate of pay for call back. However, this section only applies when an employee has left the premises of the EMPLOYER and is subsequently called back to work.

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

**Section 8. On Call.** When an employee is directed to be on call by his/her department head or supervisor and said employee is required to leave their home to conduct County business, this time shall be considered as time worked. The same shall be entered upon the time card of said employee and shall be compensated for as stated in Section 6 (Call Back) of this Article.

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

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

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

**Section 9. Change in Work Schedule.** The EMPLOYER may, if it so desires, institute flex time within departments or a four (4) day, ten (10) hour day work week. The EMPLOYER agrees to call a special conference with the ASSOCIATION prior to instituting a four (4) day, ten (10) hour week.

## **ARTICLE 11**

### **JOB OPENING AND TEMPORARY ASSIGNMENT**

**Section 1. Job Openings.** In the event of a newly created position or an opening in a vacated position, employees in the bargaining unit shall have an opportunity to apply by adhering to the normal EMPLOYER's procedure. Applications will be kept on file for a period of six (6) months and will be considered for additional openings within that period at the applicant's written request. Qualified bargaining unit members will be given consideration for the openings consistent with Section 3A (2) of this Article, as well as other qualified applicants.

**Section 2. Temporary Assignment.** An employee who is temporarily assigned to perform a majority of his/her duties and responsibilities in a position of a higher salary grade for more than three (3) consecutive work days shall be paid at the lower rate in the higher grade which is at least five percent (5%) above his/her regular rate. An employee so assigned shall advance within that grade on the same basis as other employees within that grade.

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

**Section 3. Career Ladder Promotions.**

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

Supervisor of Investigations PRO10  
Conciliator/Investigator PRO08

Senior Case Examiner PRO06  
Senior Enforcement Specialist PRO06

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

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

3) If less than three (3) qualified seniority employees within the career ladder group apply and are eligible for referral, then the most qualified applicants who are not within the career ladder group may also be referred with the qualified seniority employees. In the event that a department has less than three (3) qualified seniority employees in the lower classification in the career ladder group, then, under such circumstances, the number three (3) shall be considered two (2).

B. The EMPLOYER reserves the right to refer applicants for an open position in order to comply with present or future equal employment opportunity requirements.

C. The decision to fill the position will be at the discretion of the department head.

**Section 4.** Any employee who is promoted to a higher paying position within the bargaining unit shall have a ninety (90) day trial period. During that ninety (90) days, the EMPLOYER, within its discretion, can demote the person to his/her former position after meeting and consulting with the employee. That decision shall not be grievable. The employee, also within that ninety (90) days, may opt to revert back to his/her former position after meeting and consulting with their Supervisor..

## ARTICLE 12

# GRIEVANCE PROCEDURE FOR DISCHARGE OR DISCIPLINE FOR THE DISTRICT COURT

**Section 1.** The following shall apply in cases of discharge or disciplinary time off, written disciplinary warnings, or any other disciplinary action taken against a non-probationary employee.

An employee of the District Court covered under this Agreement, who has received disciplinary time off or has been discharged from employment and feels it is not for just cause, shall have a remedy as provided under this Article.

### **Section 2. General.**

- A. Default Settlement of Grievance. Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.
- B. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
- C. Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.
- D. Work Day Definition. For the purposes of the grievance procedure, work days shall be defined as Monday through Friday, excluding holidays.
- E. Grievant Attending Meetings. The grievant may attend all meetings concerning his/her grievance with pay if scheduled during regular working hours, unless grievant has been terminated or said meeting occurs during a period of suspension.

### **Section 3. Grievance Procedure.**

#### **STEP 1:**

- A. Oral Presentation of Grievance to District Court Administrator. An employee receiving disciplinary time off, written disciplinary warnings or any other disciplinary action, or who has been discharged may, with or without the steward, grieve it orally to the District Court Administrator within eight (8) work

days from the knowledge of its occurrence or when the employee should have know of same.

- B. Written Presentation of Grievance to District Court Administrator. If the grievance is not settled orally, the steward and employee may jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated, and the remedy desired. They shall each sign the grievance and submit it to the District Court Administrator within five (5) work days from the date of receipt of the District Court Administrator's response to the original oral grievance.
- C. Written Response to Grievance by District Court Administrator. The District Court Administrator shall respond to the grievance in writing within five (5) work days following the date of presentation of the written grievance.

**STEP 2:**

- A. If the grievance is not settled at Step 1 and the steward and employee wish to proceed further with the grievance, they may submit a signed written appeal to the Chief Judge within five (5) work days from the date of receipt of the District Court Administrator's written response for District Court employees.
- B. Written response to the grievance shall be made by the appropriate representative of management as described in the above paragraph within five (5) work days following the date of presentation of the written appeal.

**STEP 3: Arbitration.**

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

- A. Peter D. Jason
- B. Robert McCormick
- C. Ted St. Antoine
- D. George Roumell

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

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

3. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 12, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:
  - a) Add to, subtract from or otherwise modify any of the provisions of this agreement;
  - b) Establish or modify any salary rate or plan.

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

witnesses which will be submitted by the parties must be given to the opposing party.

4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the ASSOCIATION, on all bargaining unit employees and on the EMPLOYER.
5. Fees and Expenses. The fees and expenses of the Arbitrator shall be split equally between the parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

- B. Expedited Grievances. Grievances may be filed at Step 2A in cases involving loss of pay.

**Section 4. Witnesses.** The EMPLOYER agrees to provide reasonable release time for employees from their regular work hours to serve as witnesses at a grievance hearing, provided the EMPLOYER receives a written request for the release of time at least one (1) week prior to the hearing.

**ARTICLE 13**

**GRIEVANCE PROCEDURE FOR**  
**NON-DISCIPLINARY MATTERS**  
**(CONTRACT INTERPRETATION AND**  
**ECONOMIC MATTERS)**  
**FOR THE DISTRICT COURT**

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

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

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

**Section 3.** An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

A. **Grievance Procedure.**

**STEP 1:** The grievance shall be reduced to writing by the employee and presented to the District Court Administrator within said eight (8) day period, requesting that the grievance be adjusted. The District Court Administrator will meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the District Court

Administrator. The employee shall suffer no loss of pay for the time spent with the District Court Administrator to discuss the grievance.

STEP 2: If the answer of the District Court Administrator received in Step 1 is not satisfactory to the employee, he/she shall, within three (3) days of receipt of the answer in Step 1, submit the grievance in writing to the Chief Judge. The Chief Judge shall submit an answer in writing within three (3) days.

STEP 3: If the answer of the Chief Judge received in Step 2 is not satisfactory to the employee, the ASSOCIATION departmental representative, within three (3) days thereafter, shall submit notice of appeal to the Human Resources Director.

STEP 3A: The Human Resources Director, Chief Judge, affected employee, and ASSOCIATION representative shall meet within seven (7) working days after the submission of the grievance under Step 3. The Human Resource Director shall give a written answer within five (5) work days after the meeting. If the answer of the Human Resources Director is not satisfactory to the ASSOCIATION, it may be appealed to Step 4 within five (5) work days after receipt of the answer at Step 3A.

STEP 4: The County Services Committee shall meet to discuss the grievance at the next regularly scheduled committee meeting, provided that said grievance is received by the Human Resources Director in writing at least five (5) work days prior to the next meeting. The Human Resources Director shall notify the ASSOCIATION and the aggrieved employee in writing at least four (4) days prior to the meeting. At this meeting, the County Services Committee will review the facts as they relate to the interpretation and application of this Agreement. The County Services Committee shall reply with its decision, in writing, no later than three (3) days following said meeting.

STEP 5: Arbitration.

1. Appeal to the Arbitrator. Any grievance which is not resolved at Step 4 of the grievance procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice to the EMPLOYER or the ASSOCIATION provided said written notice is submitted within fifteen (15) days after receipt of the answer in Step 4.
2. Selection of the Arbitrator. If a timely request for arbitration is filed by the ASSOCIATION, the parties to this Agreement shall

select, by mutual agreement, one (1) arbitrator who shall decide the matter. The EMPLOYER and the ASSOCIATION agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

- A. Barry Brown
- B. Robert McCormick
- C. Robert Proctor
- D. Patrick McDonald
- E. David Grissom

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

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

3. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 13, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:
  - a) Add to, subtract from or otherwise modify any of the provisions of this agreement;
  - b) Establish or modify any salary rate or plan.

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

4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the ASSOCIATION, on all bargaining unit employees and on the EMPLOYER.
5. Fees and Expenses. The fees and expenses of the Arbitrator shall be split equally between the parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

- B. Expedited Grievances. Grievances may be filed at Step 3A in cases involving loss of pay.

**Section 4. Time Limits.**

- A. For the purpose of the grievance procedure, a “day” shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the ASSOCIATION or EMPLOYER or is answered by the EMPLOYER or any recognized holidays.
- B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.
- C. A grievance presented at any step shall be dated and signed by the ASSOCIATION representative or employee presenting it; any answer given by the EMPLOYER to the ASSOCIATION representative or employee shall be dated and signed by the EMPLOYER.
- D. Any grievance not answered within the time limits by the EMPLOYER shall be deemed settled on the basis of the original request of the employee.

- E. Any grievance not appealed by the employee or ASSOCIATION within the time limits shall be deemed settled on the basis of the EMPLOYER's last answer.
- F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Human Resources Director and one (1) copy sent to the President of the ASSOCIATION.

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

**ARTICLE 14**

**GRIEVANCE PROCEDURE FOR**

**THE CIRCUIT COURT**

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

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

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

**Section 3. General.**

- A. **Default Settlement of Grievance.** Any grievance not initiated, appealed, or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented, or answer last presented, and shall not be subject to further review.
- B. **Withdrawal of Grievance.** Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
- C. **Extension of Time Periods.** The parties may extend the time periods within the grievance procedure by mutual written agreement.
- D. **Work Day Definition.** For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a

grievance is presented or appealed by the ASSOCIATION or EMPLOYER or is answered by the EMPLOYER or any recognized holidays.

- E. Meetings Concerning Grievance. Appropriate ASSOCIATION representatives may meet at reasonable times with representatives of the EMPLOYER to discuss and adjust unsettled grievances. Meetings shall be held at mutually agreed upon times. ASSOCIATION representatives shall attend such meetings with pay if scheduled during regular working hours.
- F. Grievant Attending Meetings. The grievant may attend all meetings concerning his/her grievance with pay if scheduled during regular working hours, unless grievant has been terminated or said meeting occurs during a period of suspension.

**Section 4. Grievance Procedure.**

**STEP 1:**

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

**STEP 2:**

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

**STEP 3: Arbitration.**

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

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the EMPLOYER and the ASSOCIATION will attempt to agree on an impartial arbitrator. In the event the EMPLOYER and the ASSOCIATION are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent

with such Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.

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

3. Powers of the Arbitrator. The arbitrator shall be empowered to investigate, hear and decide a grievance as heretofore defined in Article 14, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:
  - a) Add to, subtract from or otherwise modify any of the provisions of this agreement;
  - b) Establish or modify any salary rate or plan.

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

4. Arbitrator's Decision. There shall be no appeal from an arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the ASSOCIATION, on all bargaining unit employees and on the EMPLOYER.
5. Fees and Expenses. The fees and expenses of the Arbitrator shall be split equally between the parties. All other expenses related to the arbitration process, including any expenses incurred by

calling witnesses, shall be borne by the party incurring such expense.

- B. Expedited Grievances. Grievances may be filed at Step 2A in cases involving loss of pay.

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

## **ARTICLE 15**

### **ELECTION OF REMEDIES**

**Section 1.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure for a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the ASSOCIATION and affected employee shall not process the complaint through any grievance procedure provided for in this contract. It is specifically recognized by the parties that Section 1 encompasses and shall apply to Veteran's Preference Hearings, Michigan Department of Civil Rights Complaints, Michigan case and/or statutory remedies, or Court actions litigating the same issues.

**Section 2.** If an employee elects to use the grievance procedure provided for under this contract and subsequently elects to pursue the issue(s) in another forum, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE 16**

### **DISCIPLINE**

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

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

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

In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon the written request of the employee.

## ARTICLE 17

### ASSOCIATION RIGHTS

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

**Section 2. Stewards.** Employees in each of the following departments shall be represented by a steward. The steward shall be a regular full-time employee who has been employed for at least one (1) year. Said stewards shall represent the employees covered by this Agreement and the ICEA and the Ingham County Board of Commissioners and elected officials.

Circuit Court: Clerks Court Reporters	1 Steward 1 Steward
District Court	1 Steward
Friend of the Court	1 Steward

- A. The ASSOCIATION may also designate an alternate steward(s) for each steward(s) listed above in each department. An alternate shall function only in the absence of the steward.
  
- B. Reasonable arrangements will be made to allow stewards time off with pay, with prior permission of their supervisor, during their regular working hours for the purpose of investigating grievances and to attend grievance meetings. Stewards shall have access to office premises for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective division heads to visit such premises during regular working hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the division. The office premises may be used for grievances interviews. Stewards shall investigate and present the grievances to the division heads through the grievance procedure. In the event the steward is absent, an alternate steward may perform his/her functions, provided they have conformed with the above requirements in notifying the division head, giving him/her reasonable time to adjust for their absences during such periods while they are investigating or processing grievance procedures.

- C. Party in Interest. In the event an ICEA Steward is a party in interest to any grievance, he/she shall disqualify himself/herself as a Steward in that instance and allow another ICEA representative, to represent him/her through the grievance procedure.

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

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

- A. Employment application;
- B. Personnel Action Request forms;
- C. Letters communicating disciplinary action;
- D. Completed performance evaluation forms.

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

**Section 5. Special Meetings.**

- A. Purposes and Procedures. The EMPLOYER and the ASSOCIATION agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda. It is agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, alter, change or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to both parties. Each party shall be represented by not more than four (4) persons at such special meetings. The ASSOCIATION representatives may meet at a place designated by the

EMPLOYER on the EMPLOYER's property for a period not to exceed one-half (1/2) hour immediately preceding a special meeting.

- B. Meeting Place. Meetings of the ASSOCIATION may be held at the EMPLOYER's facilities with prior approval of the Human Resources Director, provided the desired space is available. The ASSOCIATION shall not meet during work hours except as specifically provided under the terms of this Agreement.

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

**Section 7. Executive Board Time Off.** Executive Board members of the ASSOCIATION may have a total of eleven (11) hours per month, not to accumulate, to attend meetings regarding specific grievances of employees covered by this contract, or to confer with the ASSOCIATION's legal counsel and to conduct other necessary ASSOCIATION business without loss of pay. Necessary ASSOCIATION business only covers those employees covered under the ICEA Professional, ICEA Assistant Prosecutors, and ICEA PHN/CHN Contracts or any other unit where the ICEA represents the employees where the 30th Judicial Circuit Court and 55th Judicial District Court are the EMPLOYERS. Notwithstanding the above, no individual Executive Board member shall be permitted to use more than eight (8) hours per month for the above-stated purposes, which time shall be deducted from the eleven (11) hours total. Prior approval of the Department Head, or his/her designated representative, is required before taking such time off.

Excluded from the above-stated hours shall be no more than one (1) hour per week for attendance at orientation of new hires by only one (1) designated ASSOCIATION representative.

The ASSOCIATION Executive Board shall consist of the President, Vice-President, Secretary, Treasurer, and Chief Steward. Newly selected Executive Board members shall not be allowed to use the hours provided in this section until ten (10) days' advance written notice of said selection is provided to the Human Resources Director and department head.

Under unusual circumstances, the Executive Board member's department head, or his/her designated representative, may grant additional time off. The denial of additional time off by a department head, or his/her designated representative, shall not be subject to the grievance procedure.

The Executive Board members shall devote their best efforts to the administration of this Agreement and to improve the labor relations between the parties.

**Section 8. Correspondence.** A copy of all business correspondence from the ICEA Attorney, or from his/her office, addresses to any County department head, elected official or manager, shall be sent to the County Attorney and Human Resources Director. The EMPLOYER agrees to send to the ICEA Attorney and Business Agent the County Services Committee Agenda and non-confidential materials in the packet, and the Finance Committee Agenda and minutes only on a regular basis. In addition, the EMPLOYER agrees to send the complete packet from the Board of Commissioners. In addition, the EMPLOYER agrees to provide to the ASSOCIATION, quarterly, the names and addresses of all employees represented by the ASSOCIATION.

## **ARTICLE 18**

### **ASSOCIATION SECURITY AND CHECKOFF**

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

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

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

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

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

- A. The ASSOCIATION shall obtain from each of its members a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All checkoff authorization forms shall be filed with the EMPLOYER's Director of Human Resources, who may return any incomplete or incorrectly completed form to the ASSOCIATION's Treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the ASSOCIATION shall have deducted from their wages a percentage of the membership dues, which sum may be less than one hundred percent (100%) of said dues, upon receipt by the EMPLOYER of a signed, written card, and which sum shall accurately represent the amount for said employee due the ASSOCIATION as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract, which sum

- shall not include, by way of example but not by way of limitation, state, national or other dues and assessments, or other amounts for other ASSOCIATION activities.
- D. The EMPLOYER shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The EMPLOYER is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the ASSOCIATION.
  - E. The EMPLOYER's remittance shall be deemed correct if the ASSOCIATION does not give written notice to the Human Resources Director within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
  - F. The ASSOCIATION shall provide at least thirty (30) days written notice to the Human Resources Director of the amount of ASSOCIATION dues and/or service fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least thirty (30) days prior to its implementation. New checkoff authorization forms shall be submitted to the EMPLOYER in the event that an increase in the ASSOCIATION dues or service fee is made.
  - G. The ASSOCIATION agrees to defend, indemnify and save the EMPLOYER harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of ASSOCIATION dues, service fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision. The ASSOCIATION assumes full responsibility for the disposition of the deductions so made once they have been sent to the ASSOCIATION.
  - H. The ASSOCIATION shall exclusively use the checkoff authorization as herein provided herein.

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

**Section 5. Notice of New Hires.** The EMPLOYER will provide an ASSOCIATION representative the opportunity to meet with new employees at the weekly orientation session. The ASSOCIATION shall be responsible to receive the necessary information at orientation.

**VOLUNTARY CHECKOFF AUTHORIZATION**  
**INGHAM COUNTY EMPLOYEES' ASSOCIATION**

Print

Last Name

First Name

Middle Initial

I certify that the Ingham County Employees' ASSOCIATION is my designated collective bargaining representative and I hereby authorize and direct my EMPLOYER to withhold from my earnings during this month and each successor month the amount determined by the Ingham County Employees' ASSOCIATION and provided in a written notice to the EMPLOYER'S Human Resources Office for my (check one) \_\_\_\_\_1) ASSOCIATION dues; or \_\_\_\_\_2) service fees; and request this amount be forwarded to the Treasurer of the Ingham County Employees' ASSOCIATION.

This authorization and direction shall be effective for the period of the joint bargaining agreement between the Ingham County Employees' ASSOCIATION and my EMPLOYER, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Ingham County Employees' ASSOCIATION and my EMPLOYER, unless written notice is given to the Ingham County Employees' ASSOCIATION and my EMPLOYER by me, or unless the authorization is terminated as provided for in the joint bargaining agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Department: \_\_\_\_\_

## **ARTICLE 19**

### **HOSPITALIZATION - MEDICAL COVERAGE**

#### **Section 1.**

##### A. Health Insurance Program

Effective January 1, 2006, the EMPLOYER will offer the following health insurance programs for eligible full-time employees and legal dependents.

#### **Option 1:**

BCBSM-POS: Blue Choice Certificate, POS DR 250/500, POS CR 80/20, POS AA, POS OV 20, POS ET 50

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under "Generic Copay" heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

#### **Option 2:**

PHP Plus (Point-of-Service) Plan 30406-311-111

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a

formulary. Brands listed under “Generic Copay” heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will only be available through mail order. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

Option 3:

Health Advantage - High Plan

Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager.

Prescription Drug Plan 1: Prescription drug copayments for generic drugs will be \$0.00. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under “Generic Copay” heading will have a \$0.00 copay. Formulary brand copay will be 20%, but not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision.

Option 4:

Health Advantage - Low Plan

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under “Generic Copay” heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

Option 5:

PHP HMO Only Plan 30407

Prescription Drug Plan 3: Prescription drug coverage will be provided by the EMPLOYER through a pharmacy benefits manager. Generic drugs shall have a \$2.00 copay. Prescription drug copayments for brand drugs will be based on a formulary. Brands listed under “Generic Copay” heading will have a \$2.00 copay. Formulary brand copay will be 25%, but not less than \$15.00 and not more than \$35.00. Non formulary brand copay will be 25%, but not less than \$25.00 and not more than \$45.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided, and a 90-day supply of any properly prescribed drug will be available through mail order for a single month copay. A 90-day supply of designated maintenance drugs shall also be available at retail pharmacies for a single month copay. The formulary and list of medications available in 90-day quantities at retail pharmacies shall be subject to periodic review and revision Prescription drug copayments will be \$2.00 for generic drugs, 25% for brand drugs, with a minimum of \$15.00 and a maximum of \$35.00. Maximum out-of-pocket expenses for drugs for each health care plan participant contract will be \$1,100.00 per year. Coverage for mail order will also be provided and a 90-day supply of a maintenance drug will only be available through mail order.

B. Premiums

Effective January 1, 2006, the EMPLOYER agrees to pay the full premium for eligible full-time employees for hospitalization coverage outlined in subsection A above, up to the following amounts:

Full Family	=	\$672.13
2-Person	=	\$598.84
Single	=	\$286.01
Retirees	=	\$303.03

These benchmarks will increase by the same amount as the salary schedule is increased for following years. Increases in premium costs exceeding the benchmark will be shared 50/50 by the EMPLOYER and the employees with the employees' payment made through payroll deduction under the Section 125 Plan.

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

**Section 2.** There shall be an open enrollment period prior to the effective implementation date, in order to allow employees to elect an option.

**Section 3.** An employee shall become covered upon completion of the required forms and upon his/her acceptance by the Provider as a participant. The EMPLOYER shall pay the entire premium cost for full family coverage for each eligible full-time employee up to the amounts specified in Section 1 above. Payroll deductions will be made for any additional coverage the employee chooses to select.

**Section 4.** The EMPLOYER reserves the right to substitute another carrier, provided the fundamental provisions of the above coverage will not be changed.

**Section 5.** Part-time employees shall receive medical coverage as stated in Article 5, Section 1(B) and 1(C).

**Section 6.**

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

percent (30%) of the premium cost of the coverage for which the employee is otherwise eligible at the time of election (full family, two (2) persons, or single subscriber) (1) into a deferred compensation plan as selected by the employee or (2) directly to the employee as taxable compensation. The above is subject to the lesser costs of Options 3 or 4 noted in Section 1(A) above. Employees losing medical coverage from another source shall notify the County Human Resources Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

B. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A Waiver Agreement drafted by the EMPLOYER shall be executed by the employee. In the event the employee elects to forego medical insurance, the EMPLOYER shall pay an amount based upon the coverage for which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) directly to the employee as taxable compensation. The amounts payable, based on the applicable coverage, shall be as follows:

Full Family	\$185.43
2-Person	\$165.21
Single	\$78.91

Employees losing medical coverage from another source shall notify the County Financial Services Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

**Section 7.** Employees may pay group rates for hospitalization/medical/dental coverage for the maximum period required by applicable Federal law.

**Section 8.** In the event a husband and wife are both employees of the County, or any of the Courts of Ingham County, the payment provisions in lieu of health insurance coverage as stated under Section 7 shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article. Employees losing medical coverage from their spouse shall notify the County Human Resources Department in time so that the employee may re-enroll in a health care plan beginning the first day of the month following the loss of alternate coverage.

**Section 9.** The EMPLOYER and the ASSOCIATION agree to negotiate on the addition of alternate health plans should the EMPLOYER so request of the ASSOCIATION or vice versa. However, such plans cannot be implemented without the mutual agreement of the parties.

In the event health insurance cost containment measures are identified following the date of ratification of this Agreement, then the ASSOCIATION and the EMPLOYER agree to negotiate those measures so identified in good faith.

**Section 10. Health Care Cost Containment Committee.** The EMPLOYER and the ASSOCIATION recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

- A. The Committee shall be comprised of not less than two or more than four representatives each from the EMPLOYER and the ASSOCIATION.
- B. The ASSOCIATION representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing (including travel time).
- C. The Committee shall meet at the mutually agreed upon times between the EMPLOYER and the ASSOCIATION but no less than semi-annually. Minutes of each meeting shall be taken.
- D. The EMPLOYER agrees to recommend the Health Care Cost Containment Committee review the EMPLOYER's vision and dental plans in subsequent reviews of the health care plan.

**Section 11. Domestic Partner Insurance.** To the extent permitted by law, domestic partner benefit coverage extended or provided to County non-union or management employees, as may hereinafter be changed from time to time at the discretion of the County Board of Commissioners, shall be extended or provided to this Bargaining Unit.

**ARTICLE 20**

**LIFE INSURANCE**

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

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

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

**Section 4.** As soon as practicable, employees shall have the option to purchase at their expense additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier.

## ARTICLE 21

### HOLIDAYS

The following holidays are recognized by the EMPLOYER:

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

Effective upon the agreement with the other bargaining units within the County, in 2007 eliminate Columbus Day as a recognized holiday and add Cesar Chavez Day, and starting 2006 Christmas Eve and New Year's Eve as a recognized holiday every year. If the majority of the other bargaining units elects to eliminate Columbus Day as a recognized holiday and grant employees an additional 8 vacation bonus hours instead of adding Cesar Chavez Day, the unit will present this option as an alternative to its unit members, and will accept this alternative if approved by the unit. If Christmas, Christmas Eve, New Year's Day, and New Year's Eve fall on the weekend, the dates the holidays will be observed will be on the same dates observed by the State of Michigan for these holidays.

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

**Section 2.** Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

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

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

**Section 5.** To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday, if scheduled) unless the absence has been previously approved by his/her department head and must be a non-probationary employee.

**Section 6.** Non-Probationary employees shall be entitled to the preceding day off with pay, whenever Christmas falls on Tuesday, Wednesday, Thursday or Friday. Whenever New Year's Day falls on Tuesday, Wednesday, Thursday or Friday, employees shall be entitled to the preceding day off with pay. Those who are required to work shall be paid in accordance with Section 4 above.

**Section 7.** Martin Luther King Day shall be observed as a County holiday on the same day it is observed by the State and federal government.

**Section 8.** Upon successful completion of the probationary period, employees shall be paid for eligible holidays that occurred during the employee's probationary period. Termination of employment for any reason prior to the completion of the probationary period shall result in no holiday payment.

**Section 9.** A non-probationary employee who is not regularly scheduled to work on a County holiday and who is called in by his/her supervisor (not to include replacing another employee who was scheduled to work and is absent for any reason) will be paid time and one-half (1 1/2) for hours worked on that holiday. The above payment is not applicable if the called in employee is replacing another employee who was scheduled to work that holiday and is absent for any reason.

## ARTICLE 22

### VACATION

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

Continuous Service	Hours Earned Each Payroll Period Worked
One Year	3.384 hours (88)
Two Years	3.693 hours (96)
Three Years	4.000 hours (104)
Four through Eight Years	4.923 hours (128)
Nine Years	5.231 hours (136)
Ten through Fourteen Years	5.846 hours (152)
Fifteen through Nineteen Years	6.492 hours (168)
Twenty Years and Over Of Uninterrupted Employment	6.769 hours (176)

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

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

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

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

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

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

**Section 8. Vacation Bonus Days.** Effective in December of each calendar year during the term of this Agreement, each full-time employee will be credited with twenty (20) hours of vacation bonus to be used during the following calendar year. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination.

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

## **ARTICLE 23**

### **LEAVES OF ABSENCE**

**Section 1. Sick Leave.** Each employee shall earn sick leave credit based on the ratio of four and five-tenths (4.5) hours for each period of eighty (80) compensated hours and pro-rata increments thereof.

**Section 2. Maximum Accumulation.** Sick leave credit shall accrue to a maximum of one thousand nine hundred twenty (1,920) hours.

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

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

**Section 5. Minimum Increments.** Sick leave credit shall be utilized in minimum increments of not less than one-half (1/2) hour.

**Section 6. Family Illness.**

- A. A cumulative maximum of 40 hours of sick leave credit per contract year may be used for the illness of a spouse, minor dependent child or step-child, or parent of the employee. Medical verification may be required by the EMPLOYER.
- B. Employees may use accumulated sick time for approved leave of absences under the Family Medical Leave when it is necessary, as medically certified, to care for a seriously ill family members as defined under FMLA. There shall be no donation of sick time for care of family members.

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

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

**Section 9. Transfer of Sick Leave.** An employee who transfers within the County and/or Court, from one bargaining unit to another, or out of a unit, shall use the accrued and unused sick leave

credit subject to the terms and conditions of the successor contract, or the EMPLOYER'S personnel practices, whichever are applicable.

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

1. **Death:** Fifty percent (50%) of maximum one thousand two hundred eighty (1,280) hours to a maximum of six hundred forty (640) hours upon death of the employee to the designated beneficiary.
2. **Retirement:** Fifty percent (50%) of a maximum one thousand two hundred eighty (1,280) hours to a maximum of six hundred forty (640) hours upon retirement of the employee.
3. No payment upon separation of employment for any reason other than retirement or death.

**Section 11. Annual Cash-Out Option.** Upon execution of a written option, an eligible employee shall be paid for one-half (1/2) of the balance of the sick leave credit earned but unused during the twelve (12) month period at the base rate of compensation in place during December of the contract year, to a maximum of forty (40) hours. The twelve (12) month period shall begin with the second payroll period of November and run through the 1st payroll period of the following November of each succeeding year. The remainder of the employee's sick leave balance shall accumulate as set forth in Section 2 of this Article. The payment request shall be submitted on the designated form no later than November 15 of the contract year and payment therefore shall be received no later than December 15 of that year.

**Section 12. Medical Dispute.** The Human Resources Department may require a physical or mental exam by a doctor at the EMPLOYER's expense, to determine the employee's ability to perform his/her regular duties, if deemed appropriate. Forty-eight (48) hours prior to a requested mental exam, the President of the ASSOCIATION and the ASSOCIATION'S General Counsel shall be notified. The employee may obtain a second opinion at the employee's expense, and in the event that there is a dispute between the EMPLOYER'S doctor and the employee's doctor, both of these doctors shall select a third (3rd) doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split fifty-fifty (50/50) by the EMPLOYER and the employee to the extent it is not covered by the employee's insurance.

**Section 13. Compassionate (Funeral) Leave.** If a death occurs among a member of an employee's immediate family, the employee will be excused from work up to a maximum of five (5) work days, three (3) of which will be with pay and, if necessary, two (2) additional work days to be charged against earned sick leave. Immediate family is defined as: spouse, children, parents, father-in-law, mother-in-law, brother, sister, step-sister, step-brother, and grandchildren.

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

**Section 14. Special Leaves.**

- A. In addition to leaves authorized above, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) work days in any calendar year. With the prior approval of the Human Resources Department, a department head may authorize an employee to be absent without pay for personal reasons for a longer period, but not to exceed sixty (60) days in any calendar year, unless the County Services Committee approves one (1) additional ninety (90) day extension under unusual circumstances.
- B. Upon prior approval of the County Services Committee, department heads may authorize special leaves of absence for any period or periods not to exceed one (1) calendar year for the following purposes:
  - 1) With or without pay for attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and EMPLOYER.
  - 2) Without pay for urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business.
  - 3) Without pay for purposes other than the above that are deemed beneficial to the EMPLOYER.
- C. The County Services Committee, upon recommendation of the appropriate department head, may grant leaves of absence with or without pay in excess of the above limitations for the purposes of attending extended courses of training at a recognized university or college, and for other purposes that are deemed beneficial to the EMPLOYER.
- D. The EMPLOYER shall abide by the mandatory provisions of federal and state laws regarding re-employment rights of veterans and to granting leaves of absence in accordance therewith.

E. Any time approved in excess of three (3) months, seniority will not accrue.

**Section 15. ASSOCIATION Notice.** The ASSOCIATION shall receive a copy of all approved leaves of absence.

**Section 16. Sick Time Donation.** The County Services Committee of the Board of Commissioners may allow sick time donations within its discretion. Any decision by the County Services Committee shall not be grievable.

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

- 1) The maximum time an employee may donate shall be sixteen (16) hours to no more than two (2) persons in one (1) calendar year.
- 2) The list of donating employees will be arranged in alphabetical order of "a" to "z" and "z" to "a" on an alternating basis for each separate donation.
- 3) During the period in which the employee is receiving sick leave donations, he/she will not continue to receive sick and/or vacation accumulations.
- 4) To be eligible to receive sick leave donations, an employee must use all his/her accumulated vacation, comp time, sick time, and personal leave.
- 5) Notwithstanding the above, no employee shall be permitted to donate any accumulated sick time unless they have ten (10) or more days accumulated.

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

**Section 17.** Employees shall be eligible for maternity/paternity leave as mandated by applicable federal and/or state law.

## **ARTICLE 24**

### **DISABILITY PLAN**

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

- A. Upon proper medical determination of disability due to a non-work related illness or injury, the EMPLOYER will provide fifty (50%) percent of the employee's gross salary to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) per month for a maximum of twenty-four (24) months.
- B. The disability payments shall not commence until the completion of twelve (12) calendar weeks elimination period after sustaining a non-work related illness or injury.
- C. The regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulations exceed ninety (90) calendar days, the short-term disability payments shall commence on the ninety-first (91st) day, at the option of the employee, with the remaining accumulations to stay on record.

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

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

## ARTICLE 25

### LONGEVITY PLAN

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

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

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

After the four (4) year eligibility period, as stated above, employees on an authorized unpaid leave of absence, as permitted under this contract, during the twelve (12) month eligibility period for a longevity bonus other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full EMPLOYER compensation (excludes workers's compensation), provided that the employee is eligible and receives a longevity payment the following year. Under such circumstances, the employee shall receive a retroactive pro-rata payment at the rate it was earned. The above limitation shall not be applicable to authorized leaves of absence which do not exceed in total thirty (30) days in a year. For example, if an employee is granted a fifteen (15) day leave one month and a fifteen (15) day authorized leave another month, and is otherwise eligible, he/she shall not lose any longevity payment. Employees on unpaid leave of absence due to illness during the 12-month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a prorated payment based on the number of complete months he/she received full EMPLOYER compensation.

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

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

**Section 3.** The longevity bonus shall be computed as a percentage of the employee's annual base salary or wage. Base salary or wage shall be that which an employee is being paid on October 1 of the fiscal year in which a longevity bonus is due, and shall not include overtime pay, premium pay, uniform allowance, per diem, or travel allowance, or any other compensation, including worker's compensation. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of Eighteen Thousand Dollars (\$18,000.00). Effective January 1, 2006, the amount shall be increased to Twenty Thousand Dollars (\$20,000.00).

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

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

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

**Section 7.** If, prior to the completion of the initial four (4) year eligibility period, an employee has a break in service or is reduced to less than full-time due to no fault of their own for twelve (12) months or less during the longevity year, then, under such circumstances, the employee, upon returning to work, may use the completed prior year(s) of continuous, regular, compensated employment to arrive at the required four year eligibility period for longevity. However, the year in which the interruption occurred will not be counted in arriving at the required four years of service.

## ARTICLE 25 - 1

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

## **ARTICLE 26**

### **RETIREMENT**

**Section 1.** The EMPLOYER provides, at no cost to the employees, Municipal Employees Retirement System, Benefit Plan C-1. The EMPLOYER shall abide by all the terms and conditions of that program with the Municipal Employees Retirement System. Effective on or about December 31, 1991, the MERS Plan C-2 with a B-1 base shall be implemented with the full differential cost to be paid by the employee via payroll withholding.

#### **Section 2.**

- A. Employees who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided single subscriber health and hospitalization coverage supplementing Medicare.
- B. Employees who retire after January 1, 1992, who have met the vesting requirements with Ingham County service only and are immediately eligible for retirement benefits shall be provided single subscriber health and hospitalization coverage. Retirees shall receive the same health coverage options as active employees, if available, with a benchmark as set forth in Article 19, including the increase in the benchmark as set forth in Article 19. Increases in premium costs which exceed the benchmark will be shared 50/50 by the EMPLOYER and the retiree on a monthly basis. Retirees can pay for their spouse's coverage under the conditions established by the County. If the PPO or other coverage is no longer available, the retiree must select from what is available and pay the difference in cost, if any. The benchmark shall remain the same as it is for active employees. Any cost over that benchmark shall be paid for by the retiree. Retirees eligible for retiree health and hospitalization coverage may also enroll at the retirees' cost in dental and vision coverages offered to active employees, provided they enroll for such coverages upon retirement. Retirees that enroll in dental and vision coverage and subsequently drop coverages, may not re-enroll.
- C. In the event a retiree wishes to cover his or her spouse he/she may do so by prepaying the County the difference between the applicable two-person rate and the appropriate benchmark amount.
- D. A retiree who chooses an option of less than the benchmark may apply the difference between the premium for that coverage, if less, and the maximum

single subscriber amount paid under Article 19 for retirees, if any, to the coverage for his/her spouse.

**Section 3.** Notwithstanding any contrary provision contained in this Article, the obligation of the EMPLOYER to pay for and provide retiree health insurance shall cease in the event that comparable health insurance is available to the retiree through another EMPLOYER or source, such as his/her spouse's EMPLOYER. Further, there shall be a requirement to coordinate with other available health insurances, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee. All questions of eligibility shall be determined by the regulations and rules established by the carrier providing such coverage.

Retirees losing medical coverage from another source shall notify the County Insurance Coordinator in time so that retiree can be re-enrolled the first of the month following their loss of alternate coverage.

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

**Section 4.** Employees who have met the vesting requirements with Ingham County service only, retire during the period of this Agreement, or who have retired since January 1, 1971, and are immediately eligible for retirement benefits as provided in the above plan, shall be provided with Two Thousand Dollars (\$2,000.00) life insurance coverage, payable to their beneficiary at the time of their death, and the total cost of this coverage shall be borne by the EMPLOYER.

**Section 5.** The EMPLOYER shall pay the employee's portion of the retirement costs, except as stated in Sections one (1), eight (8) and ten (10).

**Section 6.**

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

- c) Obtains vesting.

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

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

**Section 7.** The EMPLOYER reserves the right to obtain a retirement plan different than the Michigan Employees' Retirement System, provided that the current benefits provided to employees are not reduced. However, prior thereto, the EMPLOYER shall notify the ASSOCIATION at least ten (10) days in advance and meet and confer with the ASSOCIATION.

**Section 8.** Unless the EMPLOYER is informed otherwise by the ASSOCIATION, at the employees total cost through payroll deduction, the F-55 Waiver with fifteen (15) years of service became effective January 1, 1991.

**Section 9.** To the extent the EMPLOYER is determined to be eligible, the EMPLOYER will provide as soon as feasible, a MERS "P" Program subject to and contingent upon MERS' authorization. The entire bargaining unit must participate the same percentage contribution. Employees' wages shall be reduced accordingly.

**Section 10.** The EMPLOYER agrees to provide the B-3 Plan, effective December 31, 1994, providing the employees pay the total cost through payroll deduction. The benefit will be provided if the Human Resources Director is notified by the ASSOCIATION that the employees want the same on or before November 1, 1992. If the Director is not informed by November 1, 1992, the EMPLOYER agrees to provide the B-2 Plan with the employees paying the total cost through payroll deduction. This provision can only be made applicable to the entire bargaining unit.

**Section 11. Benefit Improvements.** During the term of the Agreement the ICEA may choose to select conventional MERS benefit program improvements offered by MERS [excluding early out options or improvements authorizing regular retirement prior to age fifty-five (55)] with the full differential cost paid by the employee via payroll withholding. If selected, the County will implement, provided sixty (60) days' notice is given before the effective date, and provided the total employee contributions, including the actuarial determined cost of the proposed new plans, will not exceed 10%. If the current employee contribution exceeds 10%, no benefit plan improvements shall be added until such time as the new plans can be added and the total employee contributions will be at or below 10%.

## **ARTICLE 27**

### **TRAVEL ALLOWANCE**

**Section 1. Parking Allowance.** Whenever it is necessary in the course of employment for an employee to have available his/her motor vehicle during the hours of employment, the department head shall request the County Services Committee's approval of parking reimbursement to be made on a monthly basis for said employee. Employees who are not required to drive their vehicles in the course of their employment will be reimbursed up to the minimum rate at City of Lansing ramps payable on a monthly basis, provided the employee furnishes satisfactory proof of payment, and is not provided with free parking by the County.

In the event that employees utilize the CATA bus service and are not provided free parking by the County at their place of work, under those circumstances, the EMPLOYER shall reimburse these employees upon satisfactory proof of purchase of bus passes. In no event shall reimbursement for bus passes exceed the parking reimbursement amount.

#### **Section 2. Mileage Allowance.**

- A. All employees covered hereunder will be reimbursed for mileage at the IRS rate when required to drive their own vehicles in the course of their employment.
- B. Mileage shall always be computed on the basis of the shortest distance between the point of departure and destination.
- C. There shall be an explanation given on all claims made to the Board of Commissioners for reimbursement of expenses for all trips.
- D. Travel, mileage or related expense, of any amount, incurred prior to and including December, must be submitted no later than December 15th of the same year. Travel expense incurred after December 15th and before December 31st must be submitted by December 31st. Travel expense vouchers not submitted by December 31st for reimbursement claimed during the same calendar year in accordance with this policy will not be paid.

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

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

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

- A. Attendance at a meeting, convention, conference or seminar outside the State of Michigan shall have the prior approval of the appropriate committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in Section 2 above.
- C. If transportation is by an EMPLOYER-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the EMPLOYER upon tender of receipts for same.
- D. If travel is by common carrier, tourist fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will follow the policy and rate adopted by the Board of Commissioners.
- F. When a member of an employee's family, i.e. wife, husband, son or daughter, shares a hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephones and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the EMPLOYER.
- H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted for the next regular Board of Commissioners meeting following the convention, conference, seminar or meeting attended by the employee.
- J. The following items will not be reimbursed under any circumstances:
  - 1) Travel insurance;

- 2) Laundry or dry cleaning; or
- 3) Hospitality or entertainment expense.

K. Taxi fare is reimbursable only if the trip was made by common carrier.

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

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

## **ARTICLE 28**

### **PAST PRACTICES AND OTHER AGREEMENTS**

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

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

## **ARTICLE 29**

### **SAVINGS CLAUSE**

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

## **ARTICLE 30**

### **SALARIES**

#### **Section 1. Salaries.**

- A. The rates of pay for each classification are based on full-time employment for the positions in that classification. For each classification there shall be entrance, intermediate and maximum salary rates. Said rates are set forth in the Salary Schedule of this Agreement.
  
- B. Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the department head, the Human Resources Director may approve initial compensation through Step 2 in the Salary Schedule when the needs for the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 2 must be obtained from the County Services Committee.

Circuit Court Employees Only: Original appointment to any position shall be made at the entrance rate of the classification. Upon recommendation of the Division Head, the Chief Circuit Judge may approve initial compensation through Step 3 in the salary schedule when the needs of the Court make such action necessary; provided that any such exception is based on the outstanding and unusual character of the individual employee's experience and ability over and above the desirable qualifications specified for the class. Authorization for initial compensation above Step 3 must be obtained from a majority of the judges of the Court.

- C. New employees who are compensated at the minimum rate in their salary grade shall advance to the next step of their salary grade at the beginning of the payroll period following their successful completion of one (1) year of continuous regular employment. New employees who are initially compensated at a rate above the minimum, shall not advance to the next step until the beginning of the payroll period following their completion of one (1) year of employment. Further advancement to the maximum rate within a salary range shall be by successive steps effective the payroll period following the employee's anniversary date of continuous employment in that classification.

- D. Date of hire is the date that an employee commences employment in a full or part-time position and is used for the purpose of seniority and step increases as long as said employee remains in said classification. The use of "date of hire" is not used for reclassification or promotion purposes regarding step increases.

Anniversary date is the date used to determine length of employment within a specific classification. An employee is assigned an anniversary date upon a permanent promotion or reclassification. Anniversary date is used if an employee is reclassified or promoted to determine the date for subsequent step increases.

Merit increases will not change an employee's anniversary date for the purposes of future step increases.

- E. If an employee is not performing satisfactorily, the employee and the Human Resources Office shall be informed of this in writing prior to his/her eligibility for a salary step increase. Said increase may then be postponed for up to ninety (90) days to provide the employee an opportunity to improve his/her performance. At the end of that time, he/she shall either receive the salary increase, if improvement has been made, or shall be terminated as an employee of the County.

F. Promotions and Reclassifications.

- 1) Current annual wage is defined as the salary paid to the employee on the date immediately prior to the date of reclassification or promotion.
- 2) Employees who are reclassified or promoted within their career field to a new or different pay grade shall receive an increase of a minimum of five percent (5%) to a maximum of ten percent (10%) more than the above-stated current annual wage, except in the event that step one of the new salary grade is ten percent (10%) above the current annual wage said employee shall be placed in step one of the new salary grade.
- 3) If there is no step in the new salary grade that is between five and ten percent (5%-10%) higher than the current annual wage, said employee shall receive an annual salary increase of seven and one-half percent (7.5%) which shall be effective the first full pay period following promotion or reclassification. On said employee's next anniversary date (which is one (1) year following the effective date of reclassification or promotion), he/she shall

be eligible to advance to the next step on the salary scale which is larger than said employee's salary at that time.

- 4) In the event that an employee would receive less money as a result of reclassification or promotion than he/she would have received over the next calendar year if he/she had not been reclassified or promoted, then the ASSOCIATION Legal Counsel and EMPLOYER shall meet to resolve same.
- 5) In no event will the new salary exceed the maximum of the salary grade.
- 6) Employees who are not promoted within their career field, but who go on to a different career field, shall be compensated as specified in Section 1B of Article 30. In the event there is a dispute regarding whether or not the change is or is not within one's career field, the EMPLOYER and the ASSOCIATION Legal Counsel shall meet to resolve same.

- G. A requirement for advancement within pay ranges is continuous service, which means regular employment without break or interruption. Leaves of absence with pay and leaves of absence without pay of ten (10) or less days shall not interrupt continuous service. Leaves of absence with or without pay in excess of ten (10) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. Absences without leave in excess of three (3) days in a calendar month shall be deducted from and shall interrupt continuity of service, unless a satisfactory reason is given.
- H. It is agreed that employees will not be paid at rates in excess of the maximum for their salary grade and classification.
- I. Retroactivity. Employees who voluntarily or involuntarily terminate their employment, except laid off employees, will not receive salary or any other benefits retroactive if terminating before the ratification of this agreement by the parties.

**Section 2. Overpayments.** Any overpayment of compensation that is not disputed by the employee shall be repaid through payroll deduction. The EMPLOYER and employee shall attempt to negotiate a repayment schedule. If the parties are unable to agree on a repayment schedule, the EMPLOYER may deduct up to five (5%) percent of an employee's gross bi-weekly pay.

**Section 3. State Bar Dues.** All employees covered by this Agreement who are required by their job description or position to possess a juris doctor degree shall have their Michigan State Bar dues paid for by the EMPLOYER.

**2006 RATES (EFFECTIVE 1/1/06)**

**RYE SALARY GRADES**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PRO01	29,110	30,470	31,895	33,386	34,947
PRO02	31,164	32,622	34,146	35,743	37,414
PRO03	33,280	34,835	36,463	38,168	39,952
PRO04	35,548	37,210	38,950	40,770	42,677
PRO05	38,277	40,064	41,939	43,898	45,950
PRO06	41,462	43,401	45,429	47,553	49,774
PRO07	45,378	47,499	49,719	52,042	54,475
PRO08	49,496	51,810	54,232	56,767	59,418
PRO09	54,132	56,662	59,309	62,081	64,983
PRO10	58,464	61,198	64,056	67,049	70,183
PRO11	62,773	65,707	68,778	71,991	75,354
PRO12	67,157	70,297	73,581	77,020	80,617

**PRIOR TO RYE SALARY GRADES (for redlined employees only)**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
P1	29,247	30,186	32,832	34,128	35,777	39,775
P2	31,393	32,316	35,078	36,527	38,175	42,355
P3	33,259	34,347	37,346	39,000	41,244	46,544
P4	35,381	36,547	39,604	41,888	43,988	49,448
P5	37,868	39,130	42,630	44,727	47,076	53,001
P6	40,826	42,379	46,255	48,992	52,288	58,833
P7	44,267	46,070	50,335	53,581	56,813	64,077
P8	48,136	50,102	54,750	58,290	61,812	69,729

**2007 RATES (EFFECTIVE 1/1/07)****RYE SALARY GRADES**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>PRO01</b>	29,838	31,232	32,692	34,221	35,821
<b>PRO02</b>	31,943	33,438	35,000	36,637	38,349
<b>PRO03</b>	34,112	35,706	37,375	39,122	40,951
<b>PRO04</b>	36,437	38,140	39,924	41,789	43,744
<b>PRO05</b>	39,234	41,066	42,987	44,995	47,099
<b>PRO06</b>	42,499	44,486	46,565	48,742	51,018
<b>PRO07</b>	46,512	48,686	50,962	53,343	55,837
<b>PRO08</b>	50,733	53,105	55,588	58,186	60,903
<b>PRO09</b>	55,485	58,079	60,792	63,633	66,608
<b>PRO10</b>	59,926	62,728	65,657	68,725	71,938
<b>PRO11</b>	64,342	67,350	70,497	73,791	77,238
<b>PRO12</b>	68,836	72,054	75,421	78,946	82,632

**PRIOR TO RYE SALARY GRADES (for redlined employees only)**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>P1</b>	28,978	30,941	33,653	34,981	36,671	40,769
<b>P2</b>	32,178	33,124	35,955	37,440	39,129	43,414
<b>P3</b>	34,090	35,206	38,280	39,975	42,275	47,708
<b>P4</b>	36,266	37,461	40,594	42,935	45,088	50,684
<b>P5</b>	38,815	40,108	43,696	45,845	48,253	54,326
<b>P6</b>	41,847	43,438	47,411	50,217	53,595	60,304
<b>P7</b>	45,374	47,222	51,593	54,921	58,233	65,679
<b>P8</b>	49,339	51,355	56,119	59,747	63,357	71,472

**2008 RATES (EFFECTIVE 1/1/08)****RYE SALARY GRADES**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>PRO01</b>	30,733	32,169	33,673	35,248	36,896
<b>PRO02</b>	32,901	34,441	36,050	37,736	39,499
<b>PRO03</b>	35,135	36,777	38,496	40,296	42,180
<b>PRO04</b>	37,530	39,284	41,122	43,043	45,056
<b>PRO05</b>	40,411	42,298	44,277	46,345	48,512
<b>PRO06</b>	43,774	45,821	47,962	50,504	52,549
<b>PRO07</b>	47,907	50,147	52,491	54,943	57,512
<b>PRO08</b>	52,255	54,698	57,256	59,932	62,730
<b>PRO09</b>	57,150	59,821	62,616	65,542	68,606
<b>PRO10</b>	61,724	64,610	67,627	70,787	74,096
<b>PRO11</b>	66,272	69,371	72,612	76,005	79,555
<b>PRO12</b>	70,901	74,216	77,684	81,314	85,111

**PRIOR TO RYE SALARY GRADES (for redlined employees only)**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>P1</b>	30,877	31,869	34,663	36,030	37,771	41,992
<b>P2</b>	33,143	34,118	37,034	38,563	40,303	44,716
<b>P3</b>	35,113	36,262	39,428	41,174	43,543	49,139
<b>P4</b>	37,354	38,585	41,812	44,223	46,441	52,205
<b>P5</b>	39,979	41,311	45,007	47,220	49,701	55,956
<b>P6</b>	43,102	44,741	48,833	51,724	55,203	62,113
<b>P7</b>	46,735	48,639	53,141	56,569	59,980	67,649
<b>P8</b>	50,819	52,896	57,803	61,539	65,258	73,616

## ARTICLE 31

### DENTAL INSURANCE

**Section 1.** The EMPLOYER shall provide dental insurance for regular full-time and part-time employees and their dependents as follows:

Class I Benefits	Insurance Pays	Employee or Patient Pays
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

Class II Benefits	Insurance Pays	Employee or Patient Pays
Bridges, Partials and Dentures	50%	50%

Payment under this provision is limited to Eight Hundred Dollars (\$800.00) maximum per person per contract year for Class I and Class II benefits.

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

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

## **ARTICLE 32**

### **HEALTH AND SAFETY**

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

## **ARTICLE 33**

### **ADMINISTRATIVE LEAVE POLICY**

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

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

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

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

**Section 3.** The Controller and the Board of Commissioners' Chairperson can declare a maximum of sixteen (16) hours per calendar year of paid administrative leave. Any further loss of compensation by employees because of inclement weather or other acts of God must be compensated

by use of accumulated compensatory, sick or vacation time. If the employee does not have compensatory, sick or vacation time, he/she will not be compensated.

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

## **ARTICLE 34**

### **WORKER'S COMPENSATION**

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

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

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

**EXAMPLE:**

If an employee's gross paycheck is One Hundred Fifty Dollars (\$150.00) and their net paycheck is One Hundred Dollars (\$100.00), and worker's compensation payments are Sixty Dollars (\$60.00), the EMPLOYER's obligation is to pay Twenty Dollars (\$20.00), provided the employee meets the above requirements.

## **ARTICLE 35**

### **I.R.S. SECTION 125**

The EMPLOYER will provide as soon as feasible, I.R.S. Section 125 document(s) allowing employees who choose to participate, the ability to pay for employee contributions with pre-tax dollars for the following:

1. Medical and hospitalization expenses.
2. Dependent care programs.
3. Employee payroll deductions for health care premiums.

**ARTICLE 36**

**TAX RATE ON SEPARATE CHECKS**

The employees' actual tax rate will be used on separate paychecks, i.e., longevity and cost of living.

**ARTICLE 37**

**SEVERABILITY CLAUSE**

The Circuit Court and District Court reserves the right to have a separate agreement for its employees in any future negotiations after the expiration of this Agreement or in the event that the State of Michigan takes over the Circuit Court system in Ingham County. The ASSOCIATION also reserves the right to have a separate bargaining unit for Circuit and District Court employees in any future negotiations.

**ARTICLE 38**

**VISION INSURANCE**

**Section 1.** Unit members will be afforded the same vision insurance plan as managerial and confidential employees, being the Vision Service Plan A.

## **ARTICLE 39**

### **FAMILY AND MEDICAL LEAVE ACT**

#### **Section 1. Family and Medical Leave.**

A. An employee who has been employed by the EMPLOYER for 12 consecutive months and who has worked at least 1250 hours during those months may take a leave of absence for up to a total of 12 weeks during each year for the following reasons:

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

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

B. The ASSOCIATION and the EMPLOYER reserve all rights under the Federal Family and Medical Leave Act.

**ARTICLE 40**

**EXPIRATION CLAUSE**

The parties agree to meet and negotiate over the terms of a new Agreement to take effect after the expiration of this Agreement, at mutually convenient times and places, upon the call of either party on or before August 15, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2006.

**EMPLOYERS**

**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION**

\_\_\_\_\_  
Honorable William E. Collette  
Chief Circuit Judge  
Thirtieth Judicial Circuit Court

\_\_\_\_\_  
By:  
Its: President

\_\_\_\_\_  
Honorable Rosemarie Aquilina  
Chief District Judge  
55th Judicial District Court

\_\_\_\_\_  
By: Jeffrey S. Donahue  
Its: General Counsel

\_\_\_\_\_  
Victor G. Celentino, Chairperson  
Ingham County Board of Commissioners

## **SENIORITY GROUPS**

### **THIRTIETH (30th) JUDICIAL CIRCUIT COURT** **(Including Friend of the Court)**

- A. Attorney (FOC) - Separate scale  
Supervisor of Investigations (FOC) PRO10  
Conciliator/Investigator (FOC) PRO08  
Pre-Trial Services Investigator PRO06
- B. Casework Supervisor (FOC) PRO09  
Parenting Time Advocate PRO06 - Sr. Case Examiner (FOC) PRO06 -  
Sr. Enforcement Specialist/Medical (FOC) PRO06 - Court Services Officer PRO06
- C. Mediation Clerk (Circuit Court) PRO04 - Case Processing Coor'd. PRO04
- D. Accounting Supervisor / FOC PRO07
- E. Court Reporter (Circuit Court) PRO07\*

### **FIFTY-FIFTH (55th) DISTRICT COURT**

- A. Chief Probation Officer PRO09  
Probation Officer PRO07

\*Labor Market Exception

## COURT PROFESSIONAL EMPLOYEES

<u>Title</u>	<u>Salary Grade</u>
Accounting Supervisor / FOC	PRO07
Attorney / Referee	PRO12
Case Processing Coordinator	PRO04
Casework Supervisor	PRO09
Chief Probation Officer	PRO09
Conciliator / Investigator	PRO08
Court Reporter	PRO07
Court Services Officer	PRO06
Mediation Clerk	PRO04
Parenting Time Advocate	PRO06
Probation Officer	PRO07
Pre-Trial Services Investigator	PRO06
Senior Case Examiner	PRO06
Senior Enforcement Specialist / Medical	PRO06
Supervisor of Investigations	PRO10

**LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF INGHAM,  
THIRTIETH JUDICIAL CIRCUIT COURT, AND  
55TH JUDICIAL DISTRICT COURT (Employers)  
AND  
INGHAM COUNTY EMPLOYEES' ASSOCIATION (Union)  
and its  
PROFESSIONAL COURT EMPLOYEES UNIT**

**WHEREAS**, the Employers and the Union have entered a collective bargaining agreements for each of the referenced Union bargaining units; and

**WHEREAS**, the Employers Human Resource Department staff and Union representatives have met and discussed the potential of offering the CARES Employee Assistance Plan (EAP) to ICEA bargaining unit members; and

**WHEREAS**, the parties believe that participation in the CARES EAP program may be beneficial to both the Employers and Union members; and

**WHEREAS**, the parties are agreeable to the Employers offering the CARES EAP to ICEA bargaining unit members.

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

1. The Employers will offer the CARES EAP to ICEA bargaining unit employees, effective as soon as the plan may practically be implemented after the approval and execution of this Letter of Understanding by both the Employers and the Union.

2. It is expressly understood between the parties that the Employers' offer of this plan is contingent on cost of plan not exceeding \$2.75 per month per employee. The Employers reserve the right discontinue participation in this plan in the event the cost exceeds \$2.75 per month per employee. The Employers also reserve the right change to another EAP provider.

3. It is understood by the parties that bargaining unit employees utilizing the CARES EAP shall be entitled to utilize sick leave and other applicable leaves of absence to the extent authorized in the appropriate sections of their collective bargaining agreement.

4. The balance of the Agreements between the parties will remain in full force and effect for the duration of the Agreements' term.

**EMPLOYERS**

---

Honorable William E. Collette  
Chief Circuit Judge  
Thirtieth Judicial Circuit Court

---

Honorable Rosemarie Aquilina  
Chief District Judge  
55th Judicial District Court

---

Victor G. Celentino, Chairperson  
Ingham County Board of Commissioners

**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION**

---

By:  
Its: President

---

By: Jeffrey S. Donahue  
Its: General Counsel

## LETTER OF UNDERSTANDING

### **Part-Time or Shared-Time Employees** **Temporarily Assigned to Three Quarter-Time Status**

WHEREAS, the COUNTY OF INGHAM, THIRTIETH JUDICIAL CIRCUIT COURT and the FIFTY-FIFTH JUDICIAL DISTRICT COURT (hereinafter referred to as the "Employer"), and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional Court Employees Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in Article 11, Section 2; and

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

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

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

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time/shared-time and three-quarter time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- B. Sick Accumulations: The difference between part-time/shared-time and three-quarter time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a three-quarter time assignment, however, the additional time will be calculated retroactive to the first day of the three-quarter time assignment.
- C. Holidays: In the event a holiday falls during the three-quarter time assignment, and an employee has completed ninety (90) consecutive calendar days of a three-quarter time assignment, he/she will receive a total of six (6) hours of holiday pay for each holiday during the three-quarter time assignment dependent upon his/her schedule. For example, part-time/shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the part-

time/shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay.

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

E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a three-quarter time assignment, he/she will be afforded regular three-quarter time benefits as outlined in Article 5, Section 1.B, commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the three-quarter time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.

2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the three-quarter time assignment. If any holiday pay is due for any holidays that fall during the interim of the three-quarter time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the three-quarter time assignment.

3. This Letter of Understanding shall be effective from and after January 1, 2006.

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

**EMPLOYERS**

**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION**

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Honorable William E. Collette  
Chief Circuit Judge  
Thirtieth Judicial Circuit Court

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By:  
Its: President

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Honorable Rosemarie Aquilina  
Chief District Judge  
55th Judicial District Court

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By: Jeffrey S. Donahue  
Its: General Counsel

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Victor G. Celentino, Chairperson  
Ingham County Board of Commissioners

## LETTER OF UNDERSTANDING

### **Part-Time, Shared-Time, or Three-Quarter-Time Employees Temporarily Assigned to Full-Time Status**

WHEREAS, the COUNTY OF INGHAM, THIRTIETH JUDICIAL CIRCUIT COURT and the FIFTY-FIFTH JUDICIAL DISTRICT COURT (hereinafter referred to as the "Employer"), and the INGHAM COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as the "Union") have agreed to a collective bargaining agreement for the Professional Court Employees Unit; and

WHEREAS, such collective bargaining agreement references temporary assignments in Article 11, Section 2; and

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

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

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

- A. Regular Vacation Accumulations: He/she would accumulate vacation at the appropriate level for his/her years of service, on a pro-rated basis. That is, the difference between the part-time and full-time vacation accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full-time assignment.
- B. Sick Accumulations: The difference between part-time and full-time sick accumulations will be added for each payroll period. The employee is not eligible for this additional time until he/she has completed ninety (90) consecutive calendar days of a full-time assignment, however, the additional time will be calculated retroactive to the first day of the full time assignment.
- C. Holidays: In the event a holiday falls during the full-time assignment, and an employee has completed ninety (90) consecutive calendar days of a full-time assignment, he/she will receive a total of eight (8) hours of holiday pay for each holiday during the full-time assignment. Shared-time employees who are regularly scheduled to work eight (8) hours on a holiday will receive eight (8) hours of holiday pay and the shared-time employee not regularly scheduled for the holiday will be ineligible for any holiday pay.

Shared time employees who are regularly scheduled to work four (4) hours on a holiday will receive four (4) hours each of holiday pay.

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

E. In the event an employee is temporarily assigned and works for six (6) consecutive calendar months in a full-time assignment, he/she will be afforded regular full time benefits as outlined in Article 5, Section 1.A, commencing with the beginning of the first calendar month after completion of six (6) consecutive months in the full-time assignment, provided he/she provides prior written notice to his/her Department Head and a Personnel Action Request is processed by the Department.

2. The increased sick and vacation accumulations will be added to the employee's accumulations at the completion of the full-time assignment. If any holiday pay is due for any holidays that fall during the interim of the full-time assignment, it will be paid in a lump sum payment pursuant to the number of hours scheduled after the completion of the full-time assignment.

3. This Letter of Understanding shall be effective from and after January 1, 2006.

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

**EMPLOYERS**

**INGHAM COUNTY EMPLOYEES'  
ASSOCIATION**

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Honorable William E. Collette  
Chief Circuit Judge  
Thirtieth Judicial Circuit Court

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By:  
Its: President

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Honorable Rosemarie Aquilina  
Chief District Judge  
55th Judicial District Court

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By: Jeffrey S. Donahue  
Its: General Counsel

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Victor G. Celentino, Chairperson  
Ingham County Board of Commissioners