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BOARD ACTION  
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AGREEMENT

between

MONTCALM COUNTY PROBATE COURT

and

MONTCALM COUNTY PROBATE COURT  
EMPLOYEES CHAPTER OF LOCAL NO. 3067  
affiliated with  
MICHIGAN COUNCIL NO. 25  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, ALF-CIO

Effective January 1, 2009 – December 31, 2011

## INDEX

<u>Title</u>	<u>Section</u>	<u>Page</u>
Agency Shop	3.1	7
Appendix	21.8	25
Appendix A		27
Arbitration Request	6.3	10
Arbitrator's Jurisdiction	6.5	11
Change in Personal Status	21.4	24
Collective Bargaining Committee	4.5	9
Collective Bargaining Unit	1.1	6
Definition of Grievance	6.1	9
Disability Insurance	18.6	23
Disability Leave	15.4	18
DISCIPLINE AND DISCHARGE		14
Discontinued Insurance Coverage	18.5	22
Dues and Fee Checkoff	3.2	8
DURATION AND TERMINATION		25
Duration of Grievance Procedure	6.9	11
Employee Attendance	6.6	11
Excused Time	5.2	9
Extra Contract Agreements	1.2	6
Funeral leave	15.2	17
Gender	21.2	24
GRIEVANCE AND ARBITRATION PROCEDURE		9
Grievance Procedure	6.2	10
Health Insurance	18.2	21
Hold Harmless	3.3	9
Holiday Eligibility	17.2	20
Holiday Pay	17.1	20
Holiday Work	17.3	21
HOLIDAYS		20
HOURS OF WORK		14
Humanitarian Transfer	11.2	14

<b>Title</b>	<b>Section</b>	<b>Page</b>
Immunizations	18.7	23
INSURANCE		21
JOB POSTING AND BIDDING PROCEDURES		13
Jury Duty and Witness Leave	15.8	19
Layoff	9.1	12
LAYOFF AND RECALL		12
LEAVES OF ABSENCE		16
Life Insurance	18.1	21
LONGEVITY		24
Longevity Benefit	20.1	24
Longevity Eligibility	20.3	24
Longevity Payments	20.2	24
Loss of Seniority	8.4	12
Lost Time (Union Representation)	4.3	9
Lost Time (Special Conferences)	5.3	9
MANAGEMENT RIGHTS		6
Medical Examinations	18.3	22
Military Leave	15.3	17
MISCELLANEOUS		24
New Classifications	14.2	14
No Lockout	7.3	12
Non-Bargaining Unit Transfers	11.3	14
Notice of Absence	13.3	15
Notice of Discipline	12.1	14
Notice of Recall	9.3	13
Notification	4.2	9
Other Insurance	18.4	22
Overtime	13.4	15
Penalty	7.2	11
Pension Plan	19.1	23
Personal Leave with Pay	15.5	18
Personal Leave without Pay	15.6	18
Probate Court Recorders	14.4	16

<b>Title</b>	<b>Section</b>	<b>Page</b>
Probationary Period	8.2	12
PURPOSE AND INTENT		6
Rates and Classifications	14.1	15
Recall Within Classification	9.2	13
RECOGNITION		6
Reserved Rights	2.1	6
Representatives	4.1	9
Rest Periods	13.2	15
RETIREMENT		23
Retroactive Pay	21.10	25
Return from Leave of Absence	15.7	18
Rules and Regulations	2.2	7
Safety	21.6	25
Savings Clause	21.1	24
Selection of Arbitrator	6.4	10
SENIORITY		12
Seniority Accumulation During Leaves of Absence	15.9	19
Seniority Definition	8.1	12
Seniority List	8.3	12
Sick Leave with Pay	15.1	16
Snow Days	21.3	24
SPECIAL CONFERENCES		9
Special Conference Request	5.1	9
Steward Representation	12.2	14
Strike Prohibition	7.1	11
Supplemental Employment	21.7	25
Temporary Transfers	11.1	14
Termination of Employment	21.5	25
Termination	22.1	25
Time Computation	6.8	11
Time Limitations	6.7	11
Time Sheets	14.3	16
TRANSFERS		14
Union Notices	4.4	9
UNION REPRESENTATION		9
UNION SECURITY		7

<b>Title</b>	<b>Section</b>	<b>Page</b>
Use of Past Record	12.3	14
Use of Temporaries/Seasonals	1.3	6
Vacancies	10.1	13
Vacation Benefits	16.1	19
Vacation Eligibility	16.2	20
Vacation Leave	16.3	20
VACATIONS		19
Voluntary Time Off	13.6	15
WAGES		15
Waiver	21.9	25
Work Day and Work Week	13.1	14
WORK STOPPAGES		11

## **AGREEMENT**

An Agreement, effective January 1, 2009, by and between the MONTCALM COUNTY PROBATE COURT, hereinafter referred to as the "Court" and the MONTCALM COUNTY PROBATE COURT EMPLOYEES CHAPTER OF LOCAL NO. 3067, each affiliated with MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, each hereinafter referred to as the "Union".

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment. It is recognized by both parties that the best interests of the Court are of paramount concern and that any labor disputes between the bargaining unit and the Court be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

## **RECOGNITION**

### **Section 1.1 Collective Bargaining Unit**

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

All regularly scheduled employees employed by the Family/Juvenile Division of the 8<sup>th</sup> Circuit Court for Montcalm County, BUT EXCLUDING elected officials, appointed officials, confidential employees, temporary employees, seasonal employees, supervisors, Register of Juvenile and all other employees.

**Section 1.2 Extra Contract Agreements.** The Court agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which is inconsistent with the specific terms of this Agreement.

**Section 1.3 Use of Temporaries/Seasonals.** The Court reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Court to permanently displace bargaining unit employees with temporary and seasonal employees.

## **MANAGEMENT RIGHTS**

**Section 2.1 Reserved Rights.** The Union and the bargaining unit recognize and agree that the Court is charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Court, including those delegated by the Court, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Court retains the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedure, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Court shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Court retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

Section 2.2 Rules and Regulations. The Court reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Union has received the written notice thereof.

## UNION SECURITY

Section 3.1 Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to

become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the unit.

Section 3.2 Dues and Fee Checkoff. The Court agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month subject to all of the following subsections:

- (a) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretation made thereof.
- (b) The Union shall exclusively use the following checkoff authorization form as herein provided for.
- (c) All checkoff authorization forms shall be filed with the County Controller who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no checkoff shall be made until such deficiency is corrected.
- (d) The Court shall check off any 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 and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- (e) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Court within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect, provided, that the Court has sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.
- (f) The Union agrees to indemnify and save the Court harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- (g) Deductions for any calendar month shall be remitted to the address designated to the Designated financial officer of the Michigan Council No. 25 along with a list of names from whom deductions have been made following the deduction.
- (h) The Union shall be responsible for advising the Court in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided that the Court shall provide the Union with the names and addresses of all new hires, rehires, or persons transferred into the bargaining unit as soon as possible after their hire or transfer date.



Section 3.3 Hold Harmless. The Union shall indemnify the Court against any and all legal claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Court for the purpose of complying with the Article.

### **UNION REPRESENTATION**

Section 4.1 Representatives. There shall be one (1) steward and one (1) Chapter Chairperson for each collective bargaining unit chosen from among the employees in each respective unit in a manner determined by the Union. The duties of the employee representatives are to represent the employees in their respective units in accordance with the grievance procedure established herein. Alternate representatives may be selected but they shall only serve in the absence of the official representative.

Section 4.2 Notification. The Union shall advise the Court in writing of the names of its representatives and alternates before they shall be recognized by the Court.

Section 4.3 Lost Time. An employee representative shall first receive permission from his/her immediate supervisor to leave his/her work station and shall report back promptly when his/her part in the grievance procedure has been completed. An employee representative will not lose time or pay for reasonable time spent during regular working hours investigating or presenting grievances.

Section 4.4 Union Notices. The Court agrees to permit the steward to post and maintain official Union notices in a place on the premises designated by the Court. All notices shall be approved by the designated officer of the Union and designated Court representative before posting.

Section 4.5 Collective Bargaining Committee. Each unit may be represented in contract negotiations by a collective bargaining committee composed of two (2) employees from each bargaining unit. All bargaining shall commence at a mutually agreed upon time.

### **SPECIAL CONFERENCES**

Section 5.1 Special Conference Request. Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

Section 5.2 Excused Time. The Union's representatives may meet at a place designated by the Court, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting.

Section 5.3 Lost Time. Employee representatives of the Union at special conferences shall be paid by the Court for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular work schedule.

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 6.1 Definition of Grievance. A grievance is any dispute between the parties or between the employees and the Court, with respect to or concerning the interpretation or application of this Agreement or any rules and regulations in accordance with Section 2.2.

Section 6.2 Grievance Procedure. All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative. Any grievance resolved to the satisfaction of the aggrieved employee and the Union shall be final and binding upon the Court, employee(s) and the Union.

(a) Verbal Procedure. If an employee has a complaint, he/she shall within five (5) days of the occurrence of the incident which gave rise to the complaint, discuss it with the Court representative with the object of resolving the matter informally. The employee may have a steward present.

(b) Written Procedure.

Step 1. Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases no later than five (5) days after the grievance occurred, or five (5) days from the time the employee or Union representatives should reasonably have known he/she had grounds for a grievance.

The grievance shall first be presented to the Court representative. The Court representative shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant and his/her steward.

Within ten (10) days, a meeting shall be arranged by the Court representative or his designee with the grievant and Union representative, to discuss and resolve, if possible, the grievance.

The Court representative shall respond, in writing, within five (5) days of the meeting to the grievant and the Union steward.

Both parties reserve the right to have non-employee representatives participating in the meeting.

Section 6.3 Arbitration Request. If the grievance is not satisfactorily resolved in Step 1, if utilized, Council No. 25 may request arbitration during the term of this Agreement by notifying the Court within twenty (20) days after receipt of the Employer's answer in Step 1. If the Council does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 6.4 Selection of Arbitrator. Upon receipt of a timely request for arbitration, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties alternately striking a name with the last remaining name serving as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Court.

Section 6.5 Arbitrator's Jurisdiction. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provision of this Agreement, or the written rules and regulations of the Court, and his decisions shall be limited to the application and interpretation of the above and to the specific issue

presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date of the written grievance or the date of the incident, whichever is lesser. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The Arbitrator shall have no power to rule upon the exercise of the Employer's reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon backpay awards. The decision of the arbitrator shall be final and binding on the Union, the Court and the employee(s) involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 6.6 Employee Attendance. If the Court or the Union requests that the aggrieved employee or other necessary persons be present at any step or steps of the grievance and arbitration procedure to participate in discussion, they will be required to do so. After being used as a witness, the employee will be excused so that he/she may return to work. The employee will not lose time or pay from his/her regularly scheduled hours while in attendance.

Section 6.7 Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Court, the grievance shall automatically advance to the next step, but arbitration must be expressly requested. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 6.8 Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.9 Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the Grievance Procedure or arbitration as provided herein unless the grievance is filed with the Court during the term of this Agreement or any extensions thereof.

## **WORK STOPPAGES**

Section 7.1 Strike Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, 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 the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County as long as this contract is in force.

Section 7.2 Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Court deems appropriate up to and including discharge.

Section 7.3 No Lockout. The Court agrees that there shall be no lockout of its employees.

## SENIORITY

Section 8.1 Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Court commencing from his/her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8.2 Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Court at any time without recourse to this Agreement. If the Court wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Court, the Court may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefore to the employee.

Section 8.3 Seniority List. The Court shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

Section 8.4 Loss of Seniority. An employee's seniority with the Court shall terminate for the following reasons:

- (a) He/she resigns or quits.
- (b) He/she is discharged or terminated (if not reversed or modified by the grievance procedure).
- (c) He/she retires.
- (d) He/she has been on layoff or a non-paid absence for a period of time equal to his/her seniority at the time of layoff or leave of absence or two (2) years, whichever is lesser.

## LAYOFF AND RECALL

Section 9.1 Layoff. All reductions in each Employer's work force shall be accomplished in the following manner:

- (a) No employee shall be laid off from his/her position while any temporary or irregular employees are serving in the same position in the unit.
- (b) The first employee to be laid off shall be the employee with the least seniority in the classification effected, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work. Further layoffs from the effected classification shall be accomplished by the inverse order of seniority, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.

- (c) Upon being laid off from his/her classification, an employee who so requests shall in lieu of layoff replace the least senior employee in an equal or lower paying classification in the unit, provided however, that he/she has greater seniority than the employee whom he/she is to replace and for which he/she has the necessary training, experience and ability to perform the required work.
- (d) Employees who replace a less senior employee in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which he/she has been reduced.
- (e) The Union acknowledges that because many positions are funded with State and Federal money, if such programs are curtailed or eliminated, the employee occupying these positions may be terminated from the unit notwithstanding the Layoff and Recall Procedure.

Section 9.2 Recall Within Classification. Employees who are laid off or who replace a less senior employee in lieu of layoff, shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided that the employee has not lost his/her seniority. Upon their recall, shall return to the step-level rate at the time of their layoff, at the current contract rate.

Section 9.3 Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

## **JOB POSTING AND BIDDING PROCEDURES**

### Section 10.1 Vacancies.

- (a) All newly created positions and vacancies that are going to be filled by those people under this contract within the bargaining unit shall be posted for a period of five (5) working days in a conspicuous place on the bulletin board. The posting shall set forth the requirements for the position. Employees wishing to bid on such job shall apply in writing within the five (5) working day posting period. Where qualifications are equal, the position shall be awarded to the most senior qualified employee's qualifications to perform the required work, the Court shall consider the employee's work record, training, experience and ability. Temporary vacancies resulting from vacations or leaves of absence shall not be posted.
- (b) An employee who is awarded the position shall receive the rate of pay for the awarded position.
- (c) If an employee determines that the new position is unsatisfactory, the employee may revert to his/her former classification provided notice is given to the Court within the first two (2) weeks after being awarded the new position and provided, further, that an employee shall be prohibited from bidding on another position for six (6) months after he/she has reverted back to his/her former classification.

## TRANSFERS

Section 11.1 Temporary Transfers. When additional manpower is needed on a temporary basis to assist another in a work area, the Court reserves the right to make transfers from where manpower is available. If the necessary volunteers are not obtained, then transfers shall be made on the basis of inverse seniority from among the qualified available employees. If a temporary transfer can not meet the Court's needs, then the Court reserves the right to utilize temporary employees.

Section 11.2 Humanitarian Transfer. Upon mutual agreement of the Court and the Union, an employee may be reassigned or re-classified disregarding seniority, due to an employee's disability or condition of health.

Section 11.3 Non-Bargaining Unit Transfers. If an employee transfers to a position under the Court not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. The Court reserves the right to establish all terms and conditions of employment for all non-bargaining unit employees.

Only once, Probate Register who transfers to a position within the bargaining unit may retain accumulated seniority. This section shall also apply if the position of Probate Register is transferred to the bargaining unit.

## DISCIPLINE AND DISCHARGE

Section 12.1 Notice of Discipline. The Court shall not discharge, suspend or discipline an employee without just cause. Discharge, suspension or discipline must be by proper written notice to the employee giving specific reasons for the discharge, suspension or discipline. For informational purposes, a copy of such written notice shall be provided to the steward.

Section 12.2 Steward Representation. The discharged, suspended or disciplined employee will be allowed to discuss his/her discharge, suspension or discipline with his/her steward; and the Court will make available an area where he/she may do so before he/she is required to leave the property of the Court. Upon request, the Court or its designated representative will discuss the discharge, suspension or discipline with the employee and the steward.

Section 12.3 Use of Past Record. In imposing any discharge, suspension or discipline on a current charge, the Court will not take into account any prior infraction which occurred more than thirty (30) months previously, provided that the employee maintain an infraction free record during such time.

## HOURS OF WORK

Section 13.1 Work Day and Work Week. The normal work day for regular full-time employees shall be eight (8) hours, excluding a sixty (60) minute non-paid lunch period. The normal work week for regular full-time employees shall be five (5) work days. Monday through Friday, and shall normally be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times shall remain as was in effect at the effective date of this

Agreement unless the Court establishes evening or weekend hours. In so doing, any changes to be made will be with fourteen (14) days notice.

Employees will be offered work that is scheduled in advance that is outside of the normal work day/work week hours on the basis of seniority (i.e. high seniority first).

Section 13.2 Rest Periods. All employees working an eight (8) hour shift shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning half of the shift and a fifteen (15) minute rest period approximately in the middle of the afternoon half of the shift.

Section 13.3 Notice of Absence. Employees not reporting for work shall notify their supervisor one-half (1/2) hour after their starting time and shall advise him/her as to the reason for their inability to work.

Section 13.4 Overtime. All employees shall be required to work reasonable amounts of overtime upon request, and all overtime must be authorized in advance by the Court. All hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be compensated at one and one-half (1 ½) compensatory hours off with pay for each hour worked. Compensatory time off may be scheduled with the approval of the Court. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

Section 13.6 Voluntary Time Off. Upon mutual agreement between the Court and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

## WAGES

### Section 14.1 Rates and Classifications.

- (a) Classifications of work and hourly rates of pay for each are set forth in Appendix A, which is incorporated herein.
- (b) The rate of pay of a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that step above his/her present rate, whichever is higher. The Court may credit experience up to the one (1) year rate in each classification when hiring new employees.

Section 14.2 New Classifications. When a new classification is established within the bargaining unit by the Court, the Court shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Court agrees to negotiate the rate of pay for the new classification.

### Section 14.3 Time Sheets.

- (a) If a change, alteration or notation should be made on the time sheets, employees shall check with the Judge or his designated representative.
- (b) The Judge or his designated representative must be notified when the employee leaves the work area for any reason.

### Section 14.4 Probate Court Recorders.

Juvenile Division Recorders shall be compensated for the production of transcripts in accordance with MCL 600.878. Work on transcripts for which the statutory rates are collectible if done during normal working hours will be done at times designated by the Presiding Judge. Any time spent on transcripts for which the statutory rates are collectible will not be counted as time worked for the purpose of overtime.

## LEAVES OF ABSENCE

Section 15.1 Sick Leave with Pay. Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

- (a) Sick Leave Accumulation and Payment. It is agreed that employees may be granted a sick leave of absence under the following conditions and qualifications:
  - (1) After the completion of his/her probationary period, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.
  - (2) Maximum accumulation of sick leave is 720 hours.
  - (3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.
  - (4) An employee may convert fifty percent (50%) of his/her accumulated unused sick leave upon death or retirement under the Employer's pension plan. An employee who voluntarily resigns with 10+ (ten plus) years seniority will receive a payout of twenty-five percent (25%) of accumulated, unused sick leave. Such payouts may go to an RHSA at the employee's option (or beneficiary option if allowed by RHSA regulations).
  - (5) An employee elected or appointed to a County position shall have his/her accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.
  - (6) An employee who voluntarily resigns with 10+ (ten plus) years of service may convert twenty-five percent (25%) of sick time with payout going to RHSA or employee at employee option (or beneficiary if option allowed by RHSA regulations).



(b) Sick Leave Use. Upon approval by the Judge or his designated representative, sick leave shall be granted:

(1) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his/her duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

(2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments.

(3) The employee may use sick leave for illness in the immediate family when the employee's presence is required.

(c) Medical Certification. The Court may request, as a condition of sick leave, a medical certificate setting forth the reason for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

(d) Return Following Sick Leave. Before an employee absent from his/her duties for twelve (12) consecutive days returns to work, he/she shall satisfy the Court that he/she is fit to again perform his/her duties. In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work for the Court from a layoff or leave of absence of any kind, and the Court is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Court, one by the employee, and the third by the first two (2) physicians so named. The cost of this report shall be shared equally by the County and the Union.

(e) Work Connected Disability. An employee disabled as a result of a work-related injury with the Court may utilize accumulated sick leave, which when added to his/her Worker's Compensation shall not exceed his/her normal take-home pay. Such supplemental shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

Section 15.2 Funeral Leave. In case of death in an employee's immediate family, an employee shall be given up to three (3) working days leave with pay if work is lost commencing the day following the death provided the employee attends the funeral. If the funeral is located more than 300 miles away, upon request, the employee will be granted one additional day leave without pay for travel each way. Immediate family is defined as: spouse, child, father, mother, sister and brother, grandparent, grandchild, mother and father-in-law, son and daughter-in-law, brother and sister-in-law, step-child, step-grandchildren, step-mother, step-father, step-brother, step-sister, grandmother and grandfather of spouse.

Section 15.3 Military Leave. An employee who enters active service of the Armed Forces of the United States, National Guard or Reserves, shall receive a leave of absence without pay for the period of such duty. Reinstatement shall be in accordance with the applicable State and Federal Statutes. The employee shall inform the Court in writing as soon as the employee is notified of acceptance in the military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

Section 15.4 Disability Leave.

- (a) An employee who becomes medically disabled, including as the results of pregnancy, shall be allowed a leave of absence for a period of not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Court and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of disability and the expected duration of such disability. Failure to so notify the Court shall disqualify the employee's right to the leave of absence.
- (b) An employee may utilize his/her accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a non-paid leave of absence.

Section 15.5 Personal Leave with Pay. Three (3) personal leave days with pay shall be granted annually to each full time employee. Said personal leave days, if used, will be deducted from the employee's sick leave. There shall be no carry over of unused personal leave days from one year to another as personal leave days; however, if the days are not used as such, they shall continue to accumulate as sick leave. The employee shall obtain the approval from his/her supervisor prior to being absent.

Section 15.6 Personal Leave without Pay.

- (a) Upon approval by the Court for good cause demonstrated, an employee may be granted a personal leave of absence without pay for up to six (6) months. Child care leave following disability leave due to pregnancy shall be a personal leave of absence without pay.
- (b) All non-paid leaves of absence in excess of thirty (30) days shall be without receipt or accumulation of any fringe benefits provided herein nor shall seniority continue to accumulate beyond that time. Upon the advance payment of the required insurance premiums, an employee may continue insurance coverage provided herein.
- (c) All personal leaves of absence without pay shall be approved by the Court. An employee shall not take a leave of absence for the purpose of obtaining other employment and an employee who takes other employment shall be considered as a voluntary termination unless otherwise agreed to by the Court in writing.

Section 15.7 Return from Leave of Absence. An employee returning from a leave of absence of thirty (30) days or less, shall be returned to his/her former classification and department. The Court can not guarantee

a return to the employee's former classification and department on leaves of absence in excess of thirty (30) days.

Section 15.8 Jury Duty and Witness Leave.

- (a) Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his/her regular pay. In order to receive payment under this Section, an employee must give the Court prior notice that he/she has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the days for which payment is claimed.
  
- (b) Any employee who is called to and reports for jury duty shall be paid by the court for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Court and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift and other premiums for the number of hours that he/she otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Court prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned, volunteers for jury duty. Any employee who is to serve on jury duty will report for work prior to the day of jury duty and will return to work at the completion of jury duty if his/her shift has not ended.

Section 15.9 Seniority Accumulation During Leaves of Absence. Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

**VACATIONS**

Section 16.1 Vacation Benefits. Full-time employees shall earn vacation pay and leave in accordance with the following schedule:

- (a) An employee earns ten (10) working days leave and eighty (80) hours pay upon completing one (1) year of employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours pay after completing six (6) months of employment.
  
- (b) An employee earns fifteen (15) working days leave and one hundred twenty (120) hours pay upon completing eight (8) years of employment.

- (c) An employee earns four (4) weeks and one hundred sixty (160) hours of pay upon completing fifteen (15) years of employment.
- (d) An employee earns five (5) weeks and two hundred (200) hours of pay upon completing twenty-five (25) years of employment.

Section 16.2 Vacation Eligibility. Vacation eligibility shall be determined on an employee’s anniversary date of hire in accordance with the above schedule. Vacation pay shall be determined when the employee takes his/her vacation leave and shall be at the employee’s straight-time rate exclusive of all premiums. An employee on a Court-paid leave of absence shall be considered working time for purposes of vacation benefits. Absence of work without pay in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

Section 16.3 Vacation Leave. Vacations shall be scheduled in advance with the Employer’s approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same time.

### HOLIDAYS

Section 17.1 Holiday Pay. All full-time employees occupying a job classification covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

- |                               |                        |
|-------------------------------|------------------------|
| New Year’s Eve Day            | Labor Day              |
| New Year’s Eve                | Columbus Day           |
| Martin Luther King’s Birthday | Veteran’s Day          |
| President’s Day               | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| July 4 <sup>th</sup>          | Christmas Eve          |
|                               | Christmas Day          |

Should a holiday, as recognized in this Agreement, fall on a Saturday, it shall be recognized on the preceding Friday. Should a holiday, as recognized in this Agreement, fall on a Sunday, it shall be recognized on the following Monday.

Section 17.2 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) An employee must work his/her hours on the Court’s last regularly scheduled day before the first regularly scheduled day after the holiday, unless otherwise excused by the Judge.
- (b) The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.

- (c) The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
- (d) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- (e) The employee must not be on a non-paid leave of absence.

Section 17.3 Holiday Work. Employees who work on a holiday recognized by this Agreement will receive their regular rate for all hours actually worked in addition to their holiday pay.

## INSURANCE

Section 18.1 Life Insurance. During the term of this Agreement, the County will provide a term life insurance policy for each full-time employee in the amount of Ten Thousand Dollars (\$10,000.00). Part-time employees will receive a term life insurance policy in the amount of Five Thousand Dollars (\$5,000.00).

Section 18.2 Health Insurance. The County reserves the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

- (a) Health Insurance Benefit. Effective January 1, 2006, employee's hospitalization insurance will be a Community Blue PPO 10, with a \$15/\$30 prescription co-pay with mail-order prescription option. Employees will be reimbursed for the In-Network deductibles of \$250/\$500 (individual/family). Upon presentation of the Explanation of Benefits form to the County Personnel Officer, and verification that the expenses are In-Network deductibles, the reimbursement will be issued within fifteen (15) days.
- (b) Health Insurance Alternative. In case a full-time employee is covered with hospitalization insurance from a source other than the County, and elects not to participate in the County's hospitalization insurance, the County will pay a single person \$100.00 per month and a married person \$200.00 per month. Single individuals qualifying for coverage greater than single and electing not to participate in the hospitalization program, will be paid \$200.00 per month. To be eligible for this benefit, the employee must prove that they are covered by hospitalization insurance from another source. Payments will be split over the first two pay periods of the month and will commence upon receiving proof of other coverage.
- (c) Effective July 1, 2006, the employee's co-pay shall increase from 6% to 10% of the applicable premium rate. Effective January 1, 2007, the employees shall pay 11% and 12% effective January 1, 2008. This payment shall be made by payroll deduction on a pre-tax basis.
- (d) If a national health insurance program is implemented, the County reserves the right to adopt the national health insurance program in lieu of hospitalization program provided herein.
- (e) Part-time Employees. Part-time employees will be allowed to participate in the County's Health Insurance up to an amount equivalent to that which is provided to full-time employees, subject to

the same limitations expressed in Section 18.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.

- (f) Flexible Spending Account/Cafeteria Plan. The County will maintain a Section 125 Cafeteria Plan in which employees will be given Flexible spending accounts. Beginning with 2006 each year thereafter, the County shall credit \$400.00 to the account of each employee participating in the health insurance plan. Employees hired during the year will have their contribution pro-rated. Unused amounts will revert to the County at the end of the year.
1. Employees will be allowed to deposit money into their accounts for medical reimbursement purposes up to the amount of \$3,000.00.
  2. Employees will be allowed to use their accounts for dependent care expenses up to the statutory limits.
- (g) Vision Insurance. Those employees electing the Community Blue Option 10 Health Insurance will also receive the VSP Vision 24/24/24 vision insurance. Those employees electing the health insurance alternative will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium paid by the County. The premium will be deducted from the employee's paycheck on the second payroll of each month.
- (h) Health Insurance Deductible Reimbursement. Those employees electing the Community Blue Option 10 Health Insurance will be eligible to have their "in-network" deductible of \$250.00 for those persons with single health insurance coverage and \$500.00 for those persons with multiple person health insurance coverage reimbursed to them by the County. Upon presentation of a Blue Cross/Blue Shield Explanation of Benefits form to the Personnel Officer and verification by the Personnel Officer that the deductible is from "in-network" services, the employee will be reimbursed the amount of the deductible charged within fifteen (15) days of the presentation to the Personnel Officer.
- (i) Prescription Drug Insurance. Employees electing health insurance coverage will be provided a prescription drug insurance plan. The co-pay under Community Blue Option 10 is \$15.00 generic/\$30.00 brand name with a mail order prescription drug option.

Section 18.3 Medical Examinations. The County reserves the right to require an employee to take a medical examination, at the County's expense, if the County believes that there is some concern regarding the employee's physical or mental health. Where conditions warrant, an employee may be required to go on a medical leave of absence.

Section 18.4 Other Insurance. Should the County be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the County under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the County not be obligated to provide double coverage and to escape such double payment. The County shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs, provided, the governmentally sponsored program has benefits to equal the insurance program in this Agreement.

Section 18.5 Discontinued Insurance Coverage. All insurance benefits other than health insurance benefits as described in Section 18.2(a) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his/her employment with the Court.

Section 18.6 Disability Insurance. During the term of this Agreement, the County will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by the County, the retirement plan with the County, and any other group disability income plan. Benefits shall not exceed a maximum of Sixty Dollars (\$60.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

Section 18.7 Immunizations. The County will provide annually, to the extent available, subsidized flu shots at a County facility effective Fall 2006. The County will subsidize up to \$30.00 of the cost per employee. The County, upon request, will provide testing and the Hepatitis vaccination series to the employees of this bargaining unit. If this is not a covered benefit of the employee's health insurance plan, the County shall fund the cost.

## RETIREMENT

### Section 19.1 Pension Plan.

- (a) The County agrees to provide retirement benefits in accordance with the Montcalm County Retirement Plan in effect on the effective date of this Agreement. All full-time regular employees shall participate in such plan. Employees will be required to make a contribution to the plan of 3.5%. Effective July 6, 1997, or as soon thereafter as possible, the County will adopt a "pick-up" option on employee pension contributions. This has the effect of making employee contributions pre-tax for Federal and State Income Tax. Social Security and Medicare taxes are still paid after-tax. Such continued contributions shall be withheld from the employee's pay.
- (b) Employees who retire under the County provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Controller's Office. Retirees must keep continuous coverage to be eligible to participate. The County will establish an RHPA Plan, to which employees may contribute for retirement health care costs.
- (c) The pension multiplier will be 2.0% for all years of service as defined by the County of Montcalm Pension Plan.
- (d) Employees hired after January 1, 2004, will be required to participate in the defined contribution retirement plan offered through the Municipal Employees Retirement System of Michigan (MERS). Contribution requirements are as follows:
  - 1. Employer – 5% of Gross Wages, including health insurance buyout payments.

2. Employee – 3.5% minimum of Gross Wages, including health insurance buyout payments, up to the maximum amount allowable by law.

(e) If the Employer and the Police Officers Association of Michigan (POAM) of Montcalm County reach an Agreement in negotiating an amendment to the contract that expired on December 31, 2002, to transfer POAM employees to the MERS Defined Benefit Pension Plan, the current members of AFSCME Local 3067.01 still participating in the County of Montcalm Defined Benefit Pension Plan will also be transferred to a MERS Defined Benefit Pension Plan at the same or similar benefit levels as are currently offered.

### LONGEVITY

Section 20.1 Longevity Benefit. Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule.

<u>Length of Continuous Service</u>	<u>Annual Longevity</u>
5 - 9 years	\$200.00
10 – 14 years	300.00
15 – 19 years	400.00
20 years or more	500.00

Section 20.2 Longevity Payments. Payments in the specified amounts shall be made as soon as possible after an employee’s anniversary date which establishes eligibility for said longevity benefits. Longevity payments shall be paid in a check separate from bi-weekly payroll.

Section 20.3 Longevity Eligibility. Only those employees as described in Section 20.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning on January 1, 1992, those employees employed with the County as of December 31, 1986, will receive longevity pay within two weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 20.1.

### MISCELLANEOUS

Section 21.1 Savings Clause. Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

Section 21.1 Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

Section 21.3 Snow Days. Employees shall not suffer loss of time or pay if County offices are closed due to inclement weather conditions, or a state of emergency is declared by State or Federal authorities due to adverse weather conditions in the area of the employee’s residence.



Section 21.4 Change in Personal Status. Insofar as possible, employees shall notify the Judge of any change of name, address, marital status or number of dependents promptly within seven (7) days after such change has been made.

Section 21.5 Termination of Employment. Employees shall have the responsibility of turning in all equipment and property at termination of employment.

Section 21.6 Safety. Under no circumstances will an employee be required or assigned to engage in activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulations relating to safety of persons or equipment.

Section 21.7 Supplemental Employment. An employee may engage in supplemental employment, provided however, that it does not result in a conflict of interest situation and provided further that such supplemental employment does not interfere or conflict with the employee's regular duties, including overtime and emergency call-out times.

Section 21.8 Appendices. Appendix A is attached hereto and incorporated herein and made a part of this Agreement. Wage rates shall become effective the first pay period on or after the date indicated in the appendix.

Section 21.9 Waiver.

- (a) It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and the understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- (b) The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
- (c) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrive at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Court and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 21.10 Retroactive Pay. Retroactive pay applicable only to those employees who are actively employed as of the effective date of this agreement. The retro payment will be paid in a separate check.



## Letter of Agreement

The parties have agreed to modify their Collective Bargaining Agreement as follows. Any portion of that Agreement which is in conflict with this Letter of Agreement shall not be given effect.

Insurance - Section 18.2 of the Agreement.

Effective December 1, 2009, employees' hospitalization insurance will be a Community Blue PPO 10, with a \$10/\$40 prescription co-pay with mail-order prescription option of 3 months for 1 copay and a \$20 co-pay on in network doctor's visits. Employees will be reimbursed for the InNetwork deductibles of \$500/\$1000 (individual/family). Upon presentation of the Explanation of Benefits form to the County Personnel Officer, and verification that the expenses are InNetwork deductibles, the reimbursement will be issued within 15 (fifteen) days. The coinsurance maximums for in network charges will be \$1000/\$2000 (individual/family).

The Employers reserve the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

- (a) In case a full-time employee is covered with hospitalization insurance from a source other than the County and elects not to participate in the County's hospitalization insurance, the County will pay a single person \$100.00 (One hundred dollars) per month and a married person \$200.00 (Two hundred dollars) per month. Single individuals qualifying for coverage greater than single and electing not to participate in the hospitalization program will be paid \$200.00 (Two hundred dollars) per month. To be eligible for this benefit, the employee must prove that they are covered by hospitalization insurance from another source. Payments will be split over the first two pay periods of the month and will commence upon receiving proof of the other insurance.
- (b) The employees' copay shall be 12% (twelve percent) effective January 1, 2009 and 13% effective January 1, 2010. This payment shall be made by payroll deduction on a pre-tax basis.
- (c) If a national health insurance program is implemented, the Employers reserve the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.
- (d) Part-time Employees. Part-time employees will be allowed to participate in the County's Health insurance up to an amount equivalent to that which is provided to full-time employees, subject to the same limitations expressed in Section 19.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.
- (e) Flexible Spending Account/Cafeteria Plan. The County will maintain a Section 125 Cafeteria Plan in which employees will be given Flexible spending Accounts. Beginning with 2006, and each year thereafter the employers shall credit \$400.00 (Four hundred dollars) to the account of each employee participating in the health insurance plan. Employees hired during the year will have their contribution prorated. Unused amounts will revert to the Employers at the end of the year.



**APPENDIX A**

Wages and Classifications

Probate Court

Effective January 1<sup>st</sup> of each year

January 1, 2009, Wages only shall be retroactive to January 1, 2009.

PROBATE CLERK

<u>YEAR</u>	<u>HIRE</u>	<u>6 MO</u>	<u>1 YR</u>	<u>2 YR</u>	<u>3 YR</u>	<u>4 YR</u>
2009 – 2%	12.98	13.64	14.23	14.69	15.14	15.62
2010 – 2%	13.24	13.91	14.51	14.98	15.44	15.93
2011-2.75%	13.60	14.29	14.91	15.39	15.86	16.37

DEPUTY PROBATE REGISTER

2009	14.29	15.06	15.76	16.22	16.72	17.22
2010	14.58	15.36	16.08	16.54	17.05	17.56
2011	14.98	15.78	16.52	16.99	17.52	18.04