

AGREEMENT

BETWEEN

SHIAWASSEE COUNTY PROBATE COURT

AND

**THE PROBATE COURT/CIRCUIT COURT
FAMILY DIVISION EMPLOYEES ASSOCIATION**

JANUARY 1, 2009

THROUGH

DECEMBER 31, 2011

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>NAME OF ARTICLE</u>	<u>PAGE</u>
1	Recognition	1
2	Non-Discrimination	2
<hr/>		
3	Employer Rights	2
4	Indemnification	4
5	Probation	4
6	Family Members-Court Proceedings	4
7	Grant Funded Positions; Temporary Employees.....	4
<hr/>		
8	Association Membership	5
9	Association Rights	5
10	Promotion, Discipline or Discharge	5
11	Vacancy or New Position.....	6
12	Grievance Procedure.....	6
13	Layoff.....	7
<hr/>		
14	Hours.....	7
15	Wages	7
16	Overtime Compensation.....	9
17	Longevity	9
18	Holidays.....	10
19	Vacation Leave.....	11

20	Personal Leave Days	12
21	Sick Leave	12
22	Bereavement Leave	13
23	Leave Limits	14
24	Leaves of Absence	14
25	Insurance.....	15
26	Disability Plan	18
27	Workers' Compensation	18
28	Pension	19
29	Professional Training.....	19
30	Transportation	20
31	Savings Clause.....	20
32	Term of this Agreement.....	20

ALPHABETICAL TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>NAME OF ARTICLE</u>	<u>PAGE</u>
8	Association Membership	5
9	Association Rights	5
22	Bereavement Leave	13
26	Disability Plan	18
3	Employer Rights	2
6	Family Members-Court Proceedings	4
7	Grant Funded Positions; Temporary Employees.....	4
12	Grievance Procedure.....	6
18	Holidays.....	10
14	Hours.....	7
4	Indemnification	4
25	Insurance.....	15
13	Layoff.....	7
23	Leave Limits	14
24	Leaves of Absence	14
17	Longevity	9
2	Non-Discrimination	2
16	Overtime Compensation.....	9
28	Pension	19
20	Personal Leave Days	12
5	Probation	4
29	Professional Training.....	19
10	Promotion, Discipline or Discharge	5
1	Recognition	1
31	Savings Clause.....	20
21	Sick Leave.....	12
32	Term of this Agreement.....	20
30	Transportation	20
11	Vacancy or New Position.....	6
19	Vacation Leave.....	11
15	Wages	7
27	Workers' Compensation	18

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2010, by and between the Shiawassee County Probate Court, hereinafter referred to as "the Court" or "the Employer," and the Probate Court/Circuit Court, Family Division Employees Association, hereinafter referred to as "the Association."

WHEREAS, the Court and the Association recognize that mutual understanding and cooperation between the employees and the Court is desirable and that the Association is recognized by the Court as the collective bargaining agency for the employees of the Probate Court; and

WHEREAS, the Shiawassee County Probate Court enters into an Agreement with the Members of the Probate Court/Circuit Court, Family Division Employees Association for the purpose of enabling Association Members to enjoy salaries and benefits comparable to other County employees; it shall be noted that by such Agreement the Probate Court cannot, and does not, divest the Court of its statutory authority as the sole employer of said Association members who are employed to serve at the pleasure of the Judge of Probate as set forth by law and this Agreement.

WHEREAS, it is recognized to be mutually advantageous for the employees to work for higher standards of living by promoting an economically efficient operation of the Court, thus enabling the Court to provide a more effective service to the people of Shiawassee County and to maintain satisfactory working conditions among its employees; and

WHEREAS, the said parties now choose to enter into an Agreement to supersede all previous Agreements, written and oral.

NOW, THEREFORE, in consideration of the mutual undertakings and promises between the parties hereto; IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

ARTICLE 1 **RECOGNITION**

The Court does hereby recognize the Association as the exclusive collective bargaining agent representing all eligible employees of the Probate Court, as designed in Act 379 of the Public Acts of 1965, as amended, but excluding the Judge, Court Administrator, Probate Register and all supervisory employees.

ARTICLE 2 **NON-DISCRIMINATION**

In accordance with State and Federal law, neither the Court nor the Association will discriminate against any employee or any person seeking employment, promotion, transfer, or other conditions of employment because of such individual's race, color,

religion, sex, age, physical handicap, or national origin, except in cases where specific age, sex, education or physical and mental requirement constitute a bonafide occupational qualification, or as otherwise permitted by law.

ARTICLE 3 **EMPLOYER RIGHTS**

Section 1.

A. Operation. The Association recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America, provided such management does not conflict with the specific terms of this Agreement.

B. Overtime. The Employer has the right to schedule overtime work, provided it does not conflict with the terms of this Agreement.

C. Work Methods. The Employer shall have the right to determine and to establish the methods and processes by which work is performed.

D. Discipline and Discharge. The Employer reserves the right to discipline and discharge in conformance with the terms of this Contract.

E. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except and expressly abridged by the specific provisions of this Agreement, by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by specific terms of this Agreement are recognized by the Association as being retained by the Employer.

F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State Law, or by the Constitution of the State of Michigan or the United States of America.

G. Direction of Work Force. The Employer reserves the right to direct the work force and assign duties and responsibilities.

H. Physical Examination.

- (1) The Employer reserves the right to require an employee, at the Employer's expense, if not covered by county insurance, to take a physical:
 - (a) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons; or
 - (b) on return from a leave of absence.
- (2) The physical examination shall be given by a doctor selected by the Employer.
- (3) If the employee is not satisfied with the determination of the designated doctor of the Employer, he/she may submit a report from a doctor of his/her own choosing.
- (4) If the dispute still exists, at the request of the Employer or Employee, the designated doctor of the Employer and the Employee's doctor shall agree upon a third doctor to submit a report to the Employer and the Employee, and the decision of such third party shall be binding on both parties.
 - (a) The expense of the third party shall be shared equally by the Employer and the Employee if not covered by the Employee's insurance.
- (5) The action recommended by the third doctor in his/her medical report shall be binding on all parties.

Section 2.

A. The Employer shall have within its sole discretion the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations.

B. However, the Association representative(s) shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation.

Section 3.

A. The Association agrees that neither the Association, its agency, nor its members will authorize, instigate, condone or engage in a work stoppage, slow down, strike, or other concerted activity which interferes with the operation of the Employer.

B. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slow down or strike, may be disciplined up to and including discharge.

ARTICLE 4 INDEMNIFICATION

The Association agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits, or other forms of liability arising out of its withholding from an employee's pay of Association dues, or in reliance on any list, notice, certification, or authorization furnished or by the Employer exercising the requirements contained in this Agreement.

ARTICLE 5 PROBATION

Section 1. Each new employee shall be subject to a six-month probationary period.

Section 2. During the probationary period, and any extensions thereof, an employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge.

Section 3. Notwithstanding any contrary provisions, a probationary employee may be terminated for any reason or for no reason by the Court.

ARTICLE 6 FAMILY MEMBERS - COURT PROCEEDINGS

All Court employees agree to notify the Probate Court Judge immediately if any member of their families, or any relative within the third degree, is involved in a proceeding in the Probate Court, allowing said Court ample time to proceed in a manner consistent with the interests of the parties.

ARTICLE 7 GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES

Section 1. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies.

A. These positions include, but are not limited to: Co-op students, social services referrals, etc.

B. Such persons shall not be covered by this Agreement unless specifically

required by the funding source.

Section 2. The Employer reserves the right to hire persons to perform work on a temporary basis and to pay them wages only, without any fringe benefits.

A. They shall not be covered by the terms of this Agreement.

ARTICLE 8 ASSOCIATION MEMBERSHIP

Section 1. All eligible employees as defined hereby, now or hereafter employed during the life of this Agreement, may voluntarily remain a member.

Section 2. Any employee, who is a member of the Association, or who has applied for membership, shall sign and deliver to the Employer a card authorizing the withholding of dues in the Association when deemed necessary by the Association per the By-Laws of the Shiawassee County Probate Court/Circuit Court-Family Division Employees' Association. Article IV as Revised 7/13/81. Said authorization is continuous unless the employee revokes the authorization by giving written notice to the Association or the Employer.

Section 3. A member who benefits from an existing contract and who chooses to terminate their membership while still employed by the Court, however, may rejoin the Association only after repayment of dues, while a non-member, or subject to approval of the majority membership of the Association.

Section 4. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

ARTICLE 9 ASSOCIATION RIGHTS

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Association.

ARTICLE 10 PROMOTION, DISCIPLINE OR DISCHARGE

Section 1. The rights of promotion, discipline, or discharge are the sole responsibility of the Court, but must be subject to the approval of the Judge serving said Court or the employee's supervisor, if delegated by the Judge to perform such functions.

Section 2. The Court shall not discipline or discharge a non-probationary employee subject to this Agreement except for just cause.

Section 3. No employee shall absent himself/herself from work unless approved

by the Court.

A. In the event of illness, the absent employee shall promptly notify a member of the supervisory staff of the department that employee is employed by.

B. Any unexplained or unsatisfactorily explained absence, may in the sole discretion of the Court, result in the immediate termination of the employment of the absent employee.

ARTICLE 11 **VACANCY OR NEW POSITION**

Section 1. The Court shall notify employees in writing covered by this Agreement of a vacancy or a newly created position.

Section 2. Any interested employee shall be entitled to submit an application for said position.

Section 3. In filling the vacancy, the Court shall consider the employee's length of employment, professional background, and other relevant factors. However, the Court reserves the sole right to hire who it believes is best suited for the position.

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 1. A grievance shall mean a dispute by an employee in the bargaining unit which expresses his/her belief that there is a violation of a provision of this Agreement.

Section 2. Any grievance filed shall refer to the specific provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

Section 3. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known by the employee.

Section 4. Any claims not conforming to the provisions noted above shall be automatically defined as not constituting a valid grievance.

Section 5. In the event of a grievance, an employee may submit a grievance for decision to his/her immediate supervisor.

Section 6. If the employee is not satisfied with the supervisor's answer, said employee may submit the grievance in writing to the Judge of Probate for decision.

Section 7. If the matter is still not resolved, the employee may choose to use

any recourse permitted by law to resolve the problem.

ARTICLE 13 **LAYOFF**

Section 1. In the event the Court determines to layoff Court employees, the Court shall notify affected employees thirty (30) days prior to the layoff date.

Section 2. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off.

Section 3. The last employee laid off shall be the first employee recalled.

A. Said recall shall occur inversely to the order of the layoff.

Section 4. An employee who is laid off may displace the least senior employee of the Association in any job classification in an equal or lower pay grade, provided he/she has the immediate ability to do the assumed job functions as determined by the Chief Judge.

Section 5. This procedure shall be applied for each employee replaced or transferred by the application of this Article until that employee is transferred or laid off.

Section 6. Each employee who transfers in accordance with this procedure shall be considered a probationary employee for the position and subject to Article 5 of this Agreement.

Section 7. Individuals on layoff will be notified, in writing, at their last known address, if recalled to employment.

Section 8. In the event the recalled employee fails to make himself/herself available for work at the end of the five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

ARTICLE 14 **HOURS**

Section 1. The standard work week shall be established as a forty (40) hour week for full time employees and at least a twenty (20) hour week for part time employees.

Section 2. Further, the Court agrees to comply with the Michigan Wage and Fringe Benefit Act and the federal Fair Labor Standards Act (FLSA).

ARTICLE 15 **WAGES**

Section 1. The Shiawassee County Wage Study shall be implemented as of January, 1998.

Section 2. Any employees hired during the term of this contract shall start at the beginning step of their level unless prior Commissioner approval is obtained.

Section 3. **2009**

A. Employees shall receive a base wage consistent with the 2009 wage schedule effective January 1, 2009. Retro-active wage payments will be made only to those employees on the active payroll at the time of ratification of this contract.

2009 (+0% increase)

SCHEDULE OF IN-RANGE SALARY PROGRESSION - 2009 SCHEDULE

<u>Classification</u>	<u>At Entry</u>	<u>At 6 mos</u>	<u>At 1 year</u>	<u>At 2 years</u>	<u>3 years</u>	<u>4 years</u>
3	24,774	25,395	26,034	27,386	28,811	30,309
4	27,008	27,686	28,380	29,857	31,409	33,041
5	29,344	30,080	30,835	32,438	34,124	35,899
6	32,085	32,889	33,714	35,468	37,312	39,253
7	34,928	35,803	36,703	38,611	40,619	42,731
8	38,074	39,032	40,009	42,090	44,278	46,582
9	41,527	42,570	43,637	45,907	48,294	50,805

Section 4. Wage Scale for 2010. The wage rates shall remain the same as the 2009 scale or be subject to a "wage re-opener" at the Union's request.

Section 5. Wage Scale for 2011. The wage rates shall remain the same as the 2010 scale or be subject to a "wage re-opener" at the Union's request.

WAGE CLASSIFICATIONS

Deputy Probate Clerk	3
Family Court Register	4
Family Court Register/Assignment Clerk	4
Chief Deputy Probate Register	4
Deputy Probate Register	4
Family Court Register/Financial Advisor	5
County Guardian	5
Court Reporter	5
Family Court Juvenile Caseworker	7

Family Court Chief Referee	8
Family Court Senior Juvenile Caseworker	8
Court Social Worker	9
Youth Center Director	9

ARTICLE 16
OVERTIME COMPENSATION

Section 1. An employee may be required to work overtime.

Section 2. Overtime is defined as work beyond forty (40) hours in a work week which is authorized in advance by the employee's supervisor.

Section 3. Overtime shall be paid at the rate of time and one half for hours worked over forty (40) hours or as established by past Court policy.

Section 4. Services required of an employee on weekends or legal holidays shall permit the employee to request absence from regular work hours at the rate of double time.

A. Compensatory time off in lieu of overtime pay may be scheduled and exercised with the prior approval of the Court.

B. If use of accrued compensatory time by a particular employee is not feasible due to the needs of the office, the Court may, in its sole discretion, approve payment of the compensatory time at the employee's regular rate of pay.

ARTICLE 17
LONGEVITY

Section 1. Each full time employee, employed by the Court prior to October 11, 1984, shall be entitled to and receive longevity payments on their individual anniversary dates in accordance with the following schedules:

Four through Seven years of service	\$240.00 per year
Eight through Eleven years of service.....	\$360.00 per year
Twelve through Fifteen years of service	\$480.00 per year
Sixteen or more years of service.....	\$600.00 per year

Section 2. Part-time employees, employed by the Court prior to October 11, 1984, shall also be entitled to longevity payments which are to be made on a pro-rated basis for the percentage of the standard work period regularly worked by that employee, on the employee's employment anniversary date.

Section 3. All Court employees employed after October 11, 1984, shall not be

entitled to longevity payments.

Section 4. Longevity payments shall be made upon completion of the employee's anniversary year in addition to the employee's regular salary and in addition to any salary increases.

Section 5. Leaves of absence in excess of ninety (90) calendar days shall be deducted from employment time credited for the purposes of longevity only.

ARTICLE 18 HOLIDAYS

Section 1. The following shall be regularly scheduled paid Holidays. Any additions or deletions made to this holiday schedule (i.e., floating holidays, Election Day, etc.) which coincides with the contract for the Circuit Court and the District Court will be adopted by this Association.

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
*Good Friday Afternoon-2006	Day Before Christmas
Good Friday - 2007	Christmas Day
Memorial Day	Day Before New Years
Fourth of July	
Labor Day	

**The Good Friday holiday shall be the full work day beginning in 2007.*

Section 2. Each full-time employee shall receive holiday pay provided the employee meets the following eligibility requirements.

Section 3. The employee shall work the single immediate scheduled working days prior and following the holiday, unless failure to work on either or both such days is excused because:

- A. personal sickness or injury;
- B. approved vacation;
- C. personal leave, or
- D. other circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

Section 4. Employees shall be paid their current rate based on their regular scheduled work day for paid holidays.

Section 5. If a paid holiday should fall on a Saturday, the Friday before such holiday shall be considered as the holiday.

Section 6. If a paid holiday should fall on a Sunday, the Monday following such holiday shall be considered as the holiday.

ARTICLE 19
VACATION LEAVE

Section 1. Each regular full-time employee paid on an annual basis may be allowed annual vacation leave, subject to the following regulations:

A. The period to be used in determining the total vacation days will be the anniversary date of employment, defined as: the employee's last hiring date.

B. No employee is entitled to such vacation leave until he or she has served the County for a period of twelve (12) months.

C. Calendar year vacations shall be regulated by the following:

One year	10 working days
Two years.....	11 working days
Three years	12 working days
Four years	13 working days
Five years.....	14 working days
Six years.....	15 working days
Seven years	16 working days
Eight years	17 working days
Nine years	18 working days
Ten years	19 working days
Eleven years.....	20 working days
Twelve years	21 working days
Thirteen years	22 working days
Fourteen years	23 working days
Fifteen years	24 working days
Sixteen years and up.....	25 working days

D. Annual vacation leave shall not be cumulative, but leave not taken may be paid to the employee at the prevailing rate of pay for the employee, with the prior consent and approval of the Chief Judge.

(1) The Chief Judge reserves the right to reject any and all pay for any unused vacation days.

E. Regularly employed persons working part-time for the County, up to fifty percent (50%) of the standard work week, shall be allowed vacation time proportionate to the amount of time regularly worked.

F. Employees shall be paid during said vacation period on the basis of the normal work week for the job or class of work for which they are regularly employed and at the rate of pay prevailing at the time vacation is taken, subject to the provisions of this Agreement.

G. If employment is terminated either by the action of the Court or the employee, the employee shall be compensated for his accrued leave at the rate of pay received by said employee during the time vacation accrued.

H. It shall be the Court's policy that the employee, the employee's supervisor, and the Court will schedule vacations over as wide a period as possible, in order to alleviate the need for temporary increases in personnel.

I. If a holiday as defined in Article 18 falls within the vacation period, it shall not be deducted from the employee's vacation leave.

J. If any employee has reason to use funeral leave during a vacation leave it shall not be deducted from the employee's vacation leave.

K. If an employee becomes ill and is under the care of a duly licensed physician or specialist during a scheduled vacation leave and the employee meets the eligibility criteria for sick leave as set forth in Article 21 hereof, that portion of vacation leave shall be rescheduled in accordance with subsection H. above.

ARTICLE 20 **PERSONAL LEAVE DAYS**

Section 1. Each full time employee paid on an annual basis may be allowed personal leave subject to the following:

A. Persons with at least one (1) year of continuous service by December 31 of any calendar year shall be credited three (3) personal leave days for the subsequent calendar year.

B. Persons with less than twelve (12) months continuous service during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) within any calendar year, until he/she has passed his/her first anniversary date, at which time A. above shall apply on subsequent years.

C. Personal leave days shall not be cumulative or reimbursable upon termination.

D. Personal leave may be taken in increments of one hour.

ARTICLE 21 **SICK LEAVE**

Section 1. Each non-probationary employee shall be entitled to twelve (12) sick days per year and continuing until this Agreement is renegotiated.

A. New employees will be granted one sick day per each month of employment during their first year of employment.

B. At the beginning of the employee's second year, they will be granted the full twelve (12) days, partial years will be prorated and treated proportionately at the end of the calendar year.

Section 2. Employees may be paid for one half (up to six work days) of the sick days not used in the calendar year.

A. If any employee leaves during a calendar year, said sick days will be prorated proportionately to the year and in accordance with the balance of this Article.

B. Payment shall be made at the employee's current rate of pay.

Section 3. The employee may elect to bank 100% of their unused sick days in "Bank One."

A. A total of 30 days can be banked in "Bank One."

B. An employee may draw from "Bank One" days only after they have exhausted their 12 annual sick days and their "Bank Two" days, and at the discretion of the Judge, for legitimate medical reasons.

C. An employee shall be paid for one-half of "Bank One" upon leaving employment if in good standing at the time of termination.

Section 4. The Employee also has the option of banking (in "Bank One") a portion of their unused sick days and being paid for one-half of the balance of unused sick days at the end of each year.

Section 5. Employees may have banked days in "Bank Two."

A. The employee may draw on "Bank Two" after the twelve (12) annual sick days have been used, at the discretion of the Chief Judge, for legitimate medical reasons.

B. Additional days may never be added to "Bank Two."

C. Employees will not be paid for sick days in "Bank Two."

Section 6. The Chief Judge may require a doctor's statement for any days used from accumulated sick days to verify the inability of the employee to work.

ARTICLE 22
BEREAVEMENT LEAVE

Section 1. An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave days for a death in the immediate family.

A. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife, husband, children, step-children, parents-in-law, grandparents, grandchildren or step-grandchildren.

Section 2. An employee shall be allowed one (1) working day with pay as funeral leave not to be deducted from sick leave days, for a death of a relative to the first degree, or employee's spouse's relative to the first degree.

Section 3. Any employee selected to be a pallbearer for a funeral will be allowed up to one (1) funeral day with pay not to be deducted from sick leave days.

Section 4. Funeral leave for any other party will be granted for a two (2) hour period.

A. Should time in excess of two (2) hours be required, it must be taken as vacation, personal leave or comp time.

ARTICLE 23
LEAVE LIMITS

Section 1. The least amount of time recorded for any kind of leave (except sick leave and personal leave time) shall be one-quarter day.

A. A quarter-day will consist of one-quarter (1/4) the number of hours normally worked on the day the leave is taken.

ARTICLE 24
LEAVES OF ABSENCE

Section 1. Unpaid leaves of absence may be granted at the discretion of the Chief Judge to any bargaining unit member upon application in writing to the Judge.

Section 2. An unpaid leave, if granted, shall not result in loss of seniority, and upon return from such leave, a bargaining unit member shall be placed at the same position, if possible.

Section 3. Such leaves may include, but are not limited to:

A. Serving in any elected position.

B. A leave for the purpose of child care, the leave period may be for up to one (1) year.

C. A leave may be granted to an employee for the prolonged illness of a member of the employee's immediate family.

D. A leave may be granted to an employee, upon application, for the purpose of engaging in study at a college or university.

Section 4. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave.

A. Fringe benefits that will not continue during that time include, but are not limited to vacation, sick leave, health insurance, holidays and retirement.

Section 5. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Employer.

ARTICLE 25 **INSURANCE**

Section 1. Health Plan.

A. Each employee working seventy-five (75%) percent of the standard work week shall be provided with hospital-medical insurance plan for the employee and their legal dependents beginning thirty (30) days following the date of hire subject to the conditions and limitations set forth herein.

B. The health plan provided shall be the Community Blue PPO Plan 6 Blue Cross/Blue Shield PPO Option 6 with:

- (1) Prescription Drug Rider (\$10.00/\$20.00 Co-Pay) with Blue Cross Blue Shield Drug Rider mail-in rider if available from carrier;
- (2) \$10.00 office visit Co-Pay.
- (3) The court may offer to the employees comparable alternate insurance coverage by an insurance carrier other than those listed above in lieu of coverage by the above-named carriers without jeopardy to the Agreement.
- (4) The Employer may substitute another basic plan so long as such decision is based on sound business reasons and the plan is identical to that offered to all employees county-wide, except those covered by PA 312 of 1969.

C. Employee Premium Cost-Sharing.

- (1) All employees who were actively employed by the Employer on December 31, 1995, shall assume ten percent (10%) of the premium cost by payroll withholding effective October 1, 2006.
- (2) All employees who were hired on or after January 1, 1996, shall assume twenty percent (20%) of the premium cost by payroll withholding.

D. Family Continuation. At the employee's option and if available from the carrier, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

Section 2.

A. In the Employer's discretion and consistently with state and Federal laws and rules and regulations, the Employer may offer optional alternative health insurance programs for eligible employees and their legal dependents for so long as the programs remain available.

B. The Employer's cost of the above Community Blue PPO Plan 6 (subject to any caps, maximums or co-pays provided in the collective bargaining agreement) shall establish the benchmark for all Employer obligations including, but not limited to, the cash payment option paid directly to the employee as taxable income as provided in Section 3.

C. In the event the premium cost for an optional Health Insurance Program elected by the employee exceeds that of the Employer's obligation under the Community Blue PPO Plan 6, such differential in premium cost shall be paid by the employee through payroll deduction and the employee shall so authorize in writing.

Section 3. Cash in Lieu of Insurance.

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 enroll in any medical insurance provided by the Employer.

B. The decision to waive coverage shall be made once per calendar year.

C. A waiver agreement drafted by the Employer shall be executed by the employee.

D. In the event the employee elects to forego medical insurance, the Employer shall pay an amount equal to twenty-five percent (25%) of the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) or Eighteen Hundred Dollars (\$1,800.00), whichever is less, directly to the employee as taxable compensation at the termination

of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.

E. Employees losing medical coverage from another source shall provide sufficient advance notice so that the employee and dependents, where eligible, can be re-enrolled in the health care plan beginning the first day of the month following the effective loss of coverage.

Section 4. The employee shall have the option, upon termination of employment, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

Section 5. Dental Insurance.

A. Each employee, regularly working seventy-five (75%) percent or more of the standard work period as set forth in this Agreement, shall be provided dental insurance coverage for the employee and their dependents (Class I and II benefits).

B. The Court shall pay the full premium for the above-stated dental coverage.

Section 6. Vision Insurance.

A. The County shall provide a vision insurance plan.

B. The Vision Plan is currently the Blue Vision Plan, provided by Vision Service Plus (VSP), which provides: Eye Exams, Eyeglass Frames and Eyeglass Lenses once every 24 months.

C. Members may obtain correction in the form of either eyeglasses or contact lenses each 24 months but not both.

D. Benefits are subject to co-pays as detailed on the Blue Vision Benefits at-a-glance.

Section 7. All employees who are eligible for health insurance coverage under their spouse's Shiawassee County plan shall not be eligible for double coverage or benefits hereunder, but shall have the option to receive in lieu thereof a taxable cash payment equal to twenty-five percent (25%) of the premium cost to which the employee was otherwise entitled or Eighteen Hundred Dollars (\$1,800.00) annually, whichever is less. Said amount will be payable at the end of the waived annual coverage period (calendar year) and shall be pro-rated.

Section 8. Coverage for Laid Off Employees. Health insurance may be continued by an employee laid off by paying the monthly premiums, in advance, to the Shiawassee County Clerk's Office for the period of time required by applicable State or Federal law.

Section 9. Life Insurance. Each employee, regularly working seventy-five (75%) percent or more of the standard work period set forth in this Agreement, shall be provided a \$25,000.00 term Life Insurance Policy and a \$25,000.00 Accidental Death and Dismemberment Policy so long as the employee is employed by the Court.

A. The Court shall pay the full premium for the above-stated life insurance coverage.

ARTICLE 26 DISABILITY PLAN

Section 1. Employees who work a minimum of thirty (30) hours per week under this Agreement shall be provided with a disability plan as follows:

A. **Elimination Period.** The first forty-five (45) calendar days of any disability leave shall be covered by the employee's paid sick leave or other accrued paid time available.

B. **Self-Insured Coverage.**

(1) Beginning with the forty-sixth (46th) calendar day through the ninetieth (90th) calendar day following on-set of disability, an employee shall receive an Employer paid disability payment at seventy percent (70%) of their base pay rate as of the date of on-set of disability with no deduction from the employee's accrued sick leave.

(2) Beginning on the ninety-first (91st) calendar day following on-set of disability, an employee shall receive Employer paid disability payments at sixty percent (60%) of base pay as of the date of on-set of disability.

(3) The employee may elect to use their accrued paid time to supplement the Employer-paid disability pay.

C. **Commercial Coverage.** Beginning with the one hundred eighty-first (181st) day following onset of disability until age sixty-five (65) or a continuous period of three (3) years from date of on-set of disability (whichever occurs first), an employee shall receive sixty percent (60%) of their regular pay rate as of the date of onset of disability from long-term disability insurance provided at the Employer's expense.

D. The total period of disability coverage shall be a maximum of three (3) years.

E. No leave time will accrue based on the employee's receipt of Employer

paid disability payments under this plan.

ARTICLE 27 **WORKERS' COMPENSATION**

Section 1. Each employee shall be covered by the applicable Workers' Compensation Laws.

Section 2. In the event an employee is injured in the course of employment, the employee shall be entitled to and receive the difference between their regular rate of compensation and any benefits paid through Workers' Compensation Insurance for a period of time not to exceed twenty-six (26) weeks in order that the employee will receive his/her full salary.

ARTICLE 28 **PENSION**

Section 1. All employees shall be authorized and eligible for benefits as provided by the present pension plan adopted by Shiawassee County for its employees, known as the Michigan Municipal Employee's Retirement System, said plan being Benefit Program B-3 Plan, with:

- (i) an F-55-20 Age and Service Rider;
- (ii) ten year vesting
- (iii) FAC-3

Section 2. The Court shall pay one hundred (100%) percent of the cost of the above-stated Pension Plan.

Section 3. Employees will not be required to contribute to the Pension Plan, except as enumerated as follows:

Section 4. Any employee hired on or after June 22, 1995, shall receive a MERS B-2 benefit level, with:

- (i) an F-55-20 Age and Service Rider;
- (ii) ten year vesting;
- (iii) FAC-3

A. The Employer shall pay the full cost (100%) of the contribution requirement for employees hired prior to January 1, 2009.

B. The Employer shall pay the cost which exceeds the employees' requirement to pay five percent (5%) of gross wages for employees hired after January 1, 2009. Employees hired after January 1, 2009, shall contribute five percent (5%) of their gross wages to the cost of their pension.

Section 5. The Pension Plan is subject to the applicable plan document, rules

and regulations of the Michigan Municipal Employee Retirement System (MERS).

ARTICLE 29
PROFESSIONAL TRAINING

Costs for professional training required by the Court or required by the State of Michigan, and approved by the Court, shall be paid as agreed in each individual case from the Court's annual budget.

ARTICLE 30
TRANSPORTATION

Section 1. The mileage reimbursement shall be at the County rate currently in effect and will be paid to the employees who are required to use their own vehicles while engaged in performance of their job.

A. However, said mileage rate shall not be reduced to a rate below the sum of twenty-two (22¢) cents per mile.

Section 2. All employees required to use their own automobiles in the performance of their job duties shall be provided additional insurance coverage above and beyond the employee's personal insurance coverage, to the extent of the limitations set forth in the County's self-insured Michigan Municipal Risk Management Authority Policy.

Section 3. The Court agrees to hold the employees harmless from any and all claims and costs for an individual who uses his/her automobile for Court/County business unless the claims are based on willful negligence by that employee.

ARTICLE 31
SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association, at the request of either party, shall enter into negotiation for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 32
TERM OF THIS AGREEMENT

Section 1. This agreement, upon execution by the parties, shall be made retroactive to January 1, 2009 (subject to effective date exceptions as noted), and shall continue in full force and effect until 11:59 p.m. on December 31, 2011.


Section 2. Upon the written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

Section 3. In the event that a successor Agreement is not executed on or before January 1, 2011, this Agreement shall be extended and held to be in full force and effect, without jeopardy to the retroactivity of the successor Agreement, until such successor Agreement is ratified.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year set forth below.


SHIAWASSEE COUNTY PROBATE COURT

Dated: 3-23, 2010


James R. Clatterbaugh,
Chief Judge of Probate Court

**PROBATE COURT/CIRCUIT COURT-FAMILY
DIVISION EMPLOYEES ASSOCIATION**

Dated: 3/23, 2010


Steve Irehan Negotiator

Dated: 3/23/, 2010


Scott Eickholt Negotiator

Dated: _____, 2010

Negotiator

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