

**COLLECTIVE BARGAINING AGREEMENT**

**THE EATON COUNTY CIRCUIT COURT,  
EATON COUNTY BOARD OF COMMISSIONERS**

**AND THE**

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL,  
EATON COUNTY CIRCUIT COURT YOUTH FACILITY UNIT**

**OCTOBER 1, 2006– SEPTEMBER 30, 2009**

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## **AGREEMENT**

This Agreement shall be effective upon execution of the parties unless otherwise provided in this contract and is by and between the **EATON COUNTY CIRCUIT COURT** hereinafter referred to as Employer, **THE EATON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the County and the **GOVERNMENTAL EMPLOYEES LABOR COUNCIL, EATON COUNTY CIRCUIT COURT YOUTH FACILITY UNIT**, hereinafter referred to as the Union.

**ARTICLE 1**

**RECOGNITION**

The Employer recognizes and acknowledges that the Union is the exclusive representative of the employees as certified by case No. R94 D-101 of the Michigan Employment Relations Commission on July 6, 1994.

"All regular full-time and regular part-time non-supervisory employees of the Eaton County Youth Services Facility classified as Youth Specialists; excluding management, supervisory, confidential, on-call, temporary employees and all other employees."

## ARTICLE 2

### EMPLOYER RIGHTS

Section 1. Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer 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.

Section 2. Delegations. No policies or 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.

### **ARTICLE 3**

#### **UNION DUES/CHECKOFF**

Section 1. Agency Shop. As a condition of continued employment, all employees included in the bargaining unit, at the time this Agreement becomes effective or thirty-one (31) days after the start of their employment in the bargaining unit with the Employer, either shall become members of the Union and pay the Union dues uniformly required per the Union By-Laws or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

Section 2. Payroll Deduction. The Employer agrees to deduct Union dues or a service fee equivalent to the periodic dues uniformly required of Union members. Authorization forms shall be furnished by the Union.

All authorizations filed with the Employer prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient earnings to cover the dues or service fee, whichever is applicable. An authorization filed thereafter shall become effective with the employee's first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Governmental Employees Labor Council Treasurer, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083, no later than the fifteenth day of each month.

Section 3. Notification. The Union shall notify the Employer in writing of the proper amount of Union dues and service fee equivalent to periodic dues and any subsequent yearly changes in amounts. The Employer agrees to furnish the Union Treasurer a monthly record of those employees for whom deductions have been made together with the amount deducted.

Section 4. Save Harmless. The Union agrees to indemnify and save the Employer and the County harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or the service fee provided herein or termination of employment.

## ARTICLE 4

### GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. It shall be signed by the employee and Union steward. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he will be required to do so.

Any employee having a grievance shall present it as follows:

STEP 1. An employee having a grievance shall present it in writing to the Youth Facility Director or his designee within five (5) working days as required under Section 1, above. Such grievance shall include time, date, alleged violation(s) of the contract that is the basis of the grievance, the remedy desired, and the signature of the grievant. The Director's or his designee's written decision shall be given to the employee within five (5) working days thereafter. The Director does not have the authority to change, alter, or modify any of the provisions contained in this Agreement.

STEP 2. If the grievance is not satisfactorily adjusted in Step 1, the grievant shall, within five (5) working days of the Step 1 answer, submit the grievance in writing to the Court Administrator. The Court Administrator, Director, employee and Union Steward shall meet within five (5) working days to discuss the grievance. The Court Administrator shall give a written decision within three (3) working days of this meeting.

STEP 3. If the Grievance is not satisfactorily adjusted in Step 2, the grievant shall, within five (5) days of the Court Administrator's answer, submit the grievance in writing to the

Grievance Committee with all prior records involved in the Grievance. The Grievance Committee shall be composed of the County Controller, the Chairperson of the Board of County Commissioners, and the Chairperson of the County Personnel Committee. The Grievance Committee shall review the Step 2 decision within fifteen (15) working days from the receipt of the grievance appeal and may schedule a conference with the aggrieved employee and a Union representative. Within the time allowed for the appeal of the Step 2 answer, the Union may request a Step 3 meeting, which request shall state the reasons it desires the meeting, and which meeting shall be granted in the discretion of the Grievance Committee. The Grievance Committee shall give its written recommendation within ten (10) working days of the latter of its review of the grievance or the Step 3 conference, if held.

STEP 4. If either party refuse to comply with the recommendation of the Step 3 Grievance Committee, the aggrieved party shall, within fifteen (15) working days of the Grievance Committee's recommendation, notify the other party in writing of its refusal to comply with the recommendations of the Grievance Committee. The party shall then appeal to the Chief Circuit Judge. The Chief Circuit Judge may meet with the employee and Union Steward and any other person the Judge deems necessary to discuss the grievance.

The decision of the Chief Circuit Judge shall be final and binding on all parties.

Section 2. Time Limits. The failure of either party to follow the time limits outside herein shall result in the following:

- (a) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- (b) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

Section 3. Day Defined. When reference to working days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

## **ARTICLE 5**

### **NO STRIKE**

No Strike Pledge. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for 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 there be any concerted failure by them to report for duty nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

## ARTICLE 6

### SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluding unpaid leaves of absence of more than twenty (20) consecutive calendar days.

An employee who transfers from Eaton County employment to a bargaining unit position shall have their seniority from that County position counted in this unit for the purposes of vacations, retirement and longevity accruals only.

Section 2. Loss of Seniority. (a) An employee's seniority and his employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (i) If he quits or retires;
- (ii) If he is discharged;
- (iii) If he fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- (iv) If he fails to return on the required date following an approved leave of absence, annual leave or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- (v) If he has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;
- (vi) If he makes an intentionally false statement on his employment application;
- (vii) If he has been on leave of absence including a sick or worker's compensation leave, for a period of six (6) months or for a period equal to the length of his seniority at the time such leave commenced, whichever is less, unless otherwise prohibited by law.

(b) An employee's seniority and his employment relationship with the Employer may be terminated if he is convicted or pleads guilty or nolo contendere to a felony or a misdemeanor.

Section 3 Probationary Period. All employees shall be considered probationary employees until the employee has completed one (1) year of continuous, regular, full-time work. During the probationary period, the 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. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his last date of hire; provided, however, that if an employee is absent from work for any reason including sick leave, his probationary period shall be extended by a period equal to the duration of such absence.

**ARTICLE 7**

**JOB POSTING**

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified, based upon the posting, for the position from either within or outside of the bargaining unit.

## ARTICLE 8

### LAYOFF AND RECALL

Section 1. Definition of Layoff and Layoff Procedure. The necessity for layoffs shall be determined by the Employer. All part-time employees shall be laid off before any full-time employees are laid off. Prior to any full-time employees being laid off, a meeting shall be held with the Union to allow the Union to provide input concerning the layoff.

If layoffs occur in full-time positions, the lowest seniority full-time employee shall be laid off first. If layoffs occur in part-time positions, the lowest seniority part-time position shall be laid off first.

Employees on a layoff status of one year or for the length of their seniority, whichever is less, shall have the right of recall in inverse order of layoff to their previous position. The Employer retains the right, in utilizing the above layoff procedure, to determine that the employees remaining after a layoff have the necessary experience, qualifications, skill and ability to perform the remaining work as well as maintain an appropriate male-female staff to resident ratio.

Section 2. Notice of Layoff and Recall Procedure. In the event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed or delivered to his last known address shall be made. If he fails to report for work within five (5) days following notification of recall mailed or delivered to his last known address, he shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his last known address.

Section 3. Recall List. An employee who is laid off shall have his name remain on the recall list for a period of twelve (12) months or for a period of time equal to his seniority at the time of layoff, whichever is less.

Section 4. Seniority List. The Employer shall provide the bargaining unit with an updated seniority list no less than once each calendar year.

## ARTICLE 9

### HOURS OF WORK

Section 1. Scheduling the Work Week. The Eaton County Youth Facility is a twenty-four (24) hour facility and will operate twenty-four (24) hours per day, seven (7) days per week, including holidays. The normal work week shall be forty (40) hours for full-time employees. Employees shall be scheduled to work at the discretion of the Employer. The work schedule for full-time employees shall be posted thirty (30) days in advance. Such schedule shall be for a six (6) month period. The schedule will not be changed unless full-time staffing levels change, but in no event with less than two (2) weeks notice to the employees involved.

If a full-time shift becomes available for any reason, the following procedure will apply:

The Employer will make the shift vacancy known to all employees by posting same. An employee can request to be considered for the shift, in writing, by a specified date.

The Facility Director will review any requests made and make a determination to fill the vacancy based on licensing guidelines and the best interests of the Facility. If in the sole discretion of the Facility Director, none of the requests are granted, the position will be filled from outside the unit.

If an approval results in an additional shift opening, the above process shall apply again.

Section 2. Breaks. Each full-time employee shall be allowed a paid working lunch or dinner period of up to one-half hour at a time scheduled by the Employer. A meal (excluding breakfasts) will be available to any employee (at no cost to the employee) who works a shift of five (5) hours or more provided the employee is supervising residents and which meal shall be served at the same time residents are served.

For employees working an eight (8) hour continuous shift, breaks are generally allowed twice a day with one (1) near the middle of the first four (4) hours of the work day and one (1) near the middle of the last four (4) hours of the workday. Each break period is not to exceed fifteen (15) minutes and will be scheduled by the employee's supervisor. They do not accumulate if not taken or given.

Section 3. Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

Section 4. Overtime. Employees who are required to work in excess of forty (40) hours in any one week (Sunday through Saturday) shall be compensated at the rate of time and one half (1 1/2) their regular rate of pay for all such hours. An employee, with the mutual agreement of the Employer, may take compensatory time off at the rate of time and one half (1 1/2) per hour worked overtime in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the Employer and the Employee. Such time cannot accumulate in excess of eighty (80) hours. Overtime must be paid for any time accumulated in excess of eighty (80) hours. Compensation at the rate of time and one half (1 1/2) will be paid to employees for compensatory time not taken upon their separation from the Employer.

Prior approval of overtime is required by the Employer. Hours worked and/or compensated for, i.e.: holidays, sick leave, annual leave, personal leave and compensatory time shall be considered hours worked for computing overtime pay.

Section 5. Call Back. If an employee is called back to work during scheduled off duty time, he will be compensated for a minimum of two (2) hours at the applicable rate unless such call back shall extend past two (2) hours in which case he shall be paid for all hours of portion thereof worked. Provisions of this section are not applicable when call back works into the start of an employee's regular shift. In this case overtime will be paid.

Section 6. Time Clock. Employees are required to use the computerized time system for the purpose of record keeping (see facility attendance policy).

Section 7. Alternate Shift Supervisor Differential. Employees who are required to fill in as an Alternate Shift Supervisor by the Director for six (6) hours or more shall receive an additional compensation equivalent to one and one half (1 1/2) hours of pay per shift for each shift that they perform the duties of an Alternate Shift Supervisor.

Section 8. Designated Staff Differential. If operational needs dictate the necessity for an employee to function as a designated staff for six (6) hours or more, they shall be paid an additional compensation equivalent to one (1) hour of pay for each such shift. This hour can be taken as compensatory time at the employee's option.

## **ARTICLE 10**

### **CLASSIFICATION OF EMPLOYEES**

Section 1. Full-Time Employees. An employee regularly scheduled to work forty (40) hours per week for a period to exceed six (6) months shall be considered a regular, full-time employee. Such employees shall be entitled to the benefits listed in this agreement except where otherwise indicated.

Section 2. Part-Time Employees. An employee regularly scheduled to work less than forty (40) hours per week for a period to exceed six (6) months shall be classified as a regular part-time employee. Such employees shall be entitled to earn pro-rated annual leave and sick leave. Such employees (regularly scheduled in advance to work sixty (60) to seventy-eight (78) hours per pay period) are eligible for health insurance benefits.

No other fringe benefits shall apply except as noted above.

## ARTICLE 11

### LEAVES OF ABSENCE

Section 1. Personal Leave Days. A regular full-time employee, after one (1) year of employment shall be eligible for three (3) personal leave days as follows:

(a) An employee with a first year anniversary date between January 1 and June 30 shall be eligible for twenty four (24) personal leave hours that calendar year.

(b) An employee with a first year anniversary date between July 1 and December 31 shall be eligible for eight (8) personal leave hours that calendar year.

(c) For every subsequent calendar year the employee shall be eligible for twenty four (24) personal leave hours.

An employee may take personal leave only with prior approval of the Director or his designee. Personal leave is to be scheduled in four (4) hour increments and at least twenty-four (24) hours in advance. If an emergency arises, the Director or his designee may approve otherwise. Personal leave days are forfeited if they are not used and may not be carried over to the next calendar year.

Section 2. Jury Duty. The Employer shall pay a full-time or regular part-time employee called for jury duty the regular straight time rate, which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled work day when not actually on jury duty. In order to receive payment, an employee MUST give the Employer prior notice to the date of jury duty, shall furnish satisfactory evidence of reporting for or performing jury duty on the day(s) for which payment is claimed, and must furnish a copy of the payments received for jury duty. Time spent on jury duty shall not be counted as hours worked for overtime purposes.

For the purpose of this Section, employees will be assigned to the day shift while on jury duty.

Section 3. Sick Leave.

(a) Accrual. Each regular full-time employee shall earn 3.0 hours of sick leave for each

completed eighty (80) hours of service. Hours worked in excess of eighty (80) hours in a bi-weekly pay period shall not be counted. Eligible part-time employees shall earn sick leave on a pro-rated basis. The amount of sick leave earned shall be determined by multiplying the full time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by eighty (80).

(b) Accumulation. Sick leave shall be credited at the end of the bi-weekly pay period in which service is completed.

Sick leave shall be considered available for use only in a bi-weekly pay period following the bi-weekly pay period in which it is earned.

Paid sick leave may be accumulated to a maximum of five hundred (500) hours.

(c) Use. Employees may use accrued sick leave hours provided they have been employed thirty (30) days.

Eligible employees may use accrued paid sick leave for absences due to illness, injury or pregnancy. Sick leave hours may also be used for illness of an employee's immediate family member where their attendance is essential of their care. Absences for medical, dental or optical appointments may also be taken from accumulated sick leave. If at all possible those types of appointments should be scheduled outside of an employee's regularly scheduled shift. "Immediate Family" shall mean current spouse, child, or parents.

Sick time shall not be used in less than one (1) hour increments.

Employees taking sick leave shall notify their immediate supervisor as soon as possible but no later than one hour prior to the start of their scheduled shift. Failure to do so may result in loss of pay for the period of absence.

Employees shall furnish proof of illness, injury or doctor's appointments when requested by the Facility Director or his designee. Falsification of such evidence may result in dismissal of employment.

(d) Pay-Out of Earned Sick Leave.

(i) Employees are eligible for an annual payout of sick leave accumulated and not

used during the twelve (12) month period ending November 30<sup>th</sup>. Such payout shall not be made for any hours below an accumulated total of (40). Such payout shall be at the written option of the employee, received in the Controller's Office at least two (2) weeks prior to November 30<sup>th</sup>.

(ii) Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) shall be paid 50% of their unused earned sick days. In the event of the death of an employee, their designated beneficiary shall receive 50% payment of their unused earned sick leave. The amount of pay for each such hour shall be based on the employee's most recent rate of pay.

(e) Evidence of Fitness. The Facility Director may require that an employee present medical certification of his physical or mental fitness to continue working.

(f) Returning to Work. Employees returning to work from an illness may be required by his Facility Director to submit a statement from his physician qualifying his ability to return to work.

#### Section 4. Funeral Leave.

(a) In case of death in the immediate family, regular full-time employees may be granted a leave of absence with pay for a period of up to three (3) days, with prior approval of the Director. "Immediate Family" shall mean current spouse, child, brother, sister, parents, parents of current spouse, grandparents or grandchildren.

In case of death for all other relatives, the day of the funeral may be taken off to attend the funeral upon receiving prior approval of the Director, with such time deducted from the employee's accumulated sick leave days.

If additional days are necessary, they may be taken upon receiving prior approval of the Director, which time shall be deducted from the employee's accumulated sick leave days.

(b) In case of death for persons other than those described in this Article, any time taken off of work must have prior approval of the Director and be taken from the employee's accumulated vacation, sick leave, personal, or compensatory time accumulated totals.

Section 5. Family and Medical Leave. The parties agree to the extent required by the Family and Medical Leave Act (FMLA), each has the right to exercise its powers under the FMLA.

Section 6. Military Leave. The Employer agrees to abide by the mandatory provisions of the Federal and State law regarding re-employment rights of veterans and in granting leaves of absence for active military duty.

Section 7. Leave Without Pay.

(a) Disability Leave. An employee may be granted an unpaid leave of absence by the Employer if unable to return to work once their Sickness and Accident Insurance benefits have expired, because of continued illness, injury or disability due to pregnancy. Such leave may be for the duration of the illness, injury or pregnancy, but in no event for a period to exceed one year. Requests for such leave shall be in writing and must be accompanied by a physician's statement certifying the necessity for the leave. The Employer may continue to require updated information during such leaves. Before returning to work, the employee must provide a physician's certificate approving the employee's return to the job.

(b) Leave of Absence. In addition to the leaves authorized above, the Facility Director may authorize leave without pay for an employee for a period of time not to exceed ten (10) days in any calendar year. Leave without pay for a longer period must first be approved by the Employer. Such leave must be requested and approved in writing.

(c) Continuation of Insurance Coverage. Employees on an unpaid leave of absence greater than thirty (30) days shall pay the full cost of their life, sickness, dental and health insurance premiums if they desire those benefits to continue while on leave, and provided that the insurance carrier permits such payment. No other benefits shall continue to accrue while an employee is on an unpaid leave of absence. The only exception to the above are the requirements under the FMLA to continue health insurance for up to twelve (12) weeks under certain circumstances.

## **ARTICLE 12**

### **HOLIDAYS**

Section 1. Recognized Holidays. The following shall be considered holidays for the purpose of this agreement and shall be observed on their traditional date:

New Year's Day  
Martin Luther King, Jr's. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve Day

Section 2. Holiday Compensation. All regular full-time employees shall receive holiday compensation for the above holidays according to the following:

- a)(i) If an employee is scheduled to work on one of the holidays listed above, the Employer reserves the right to give the employee the day off with pay in lieu of any other pay for this day.
- (ii) If an employee is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above, he shall receive two (2) times his regular pay for all hours worked on the holiday for a total of sixteen (16) hours holiday pay for an eight (8) hour day or he shall receive regular pay for all hours worked on the holiday and he shall receive an equal amount of compensatory hours off (straight time) at a time mutually convenient to both the employee and the Employer.
- (iii) If an employee does not work on a holiday because the holiday falls on a pass day, he shall receive a compensatory day off (straight time) at a time mutually convenient to both the employee and the Employer unless the employee is

suspended for disciplinary reasons the day of, before, or after a holiday, or on a layoff or a leave of absence.

- (iv) If an employee is not scheduled to work on a holiday because the holiday falls on a pass day, but is required to work, or is called in to work, he shall receive time and one half (1 1/2) for all hours worked on his pass day and shall receive an equal amount of compensatory hours off (straight time) at a time mutually convenient to both the employee and the Employer.

b) An employee, other than a regular full-time employee, who is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above shall receive two (2) times his regular pay for all hours worked on the holiday.

Section 3. Eligibility. To qualify for holiday pay, an employee must work or be compensated for all of their scheduled hours on their last scheduled day before and their first scheduled day after the holiday. The requirement that employees work or be compensated for the last scheduled day before and the first scheduled day after the holiday may be waived by the Employer in its discretion providing that the employee must receive written permission to be absent prior to the holiday in order to be eligible for holiday pay.

Section 4. Scheduled But Fails to Work. If a full-time regular employee is scheduled to work on a holiday but fails to report for work, they shall forfeit their holiday pay.

**ARTICLE 13**

**ANNUAL LEAVE**

Section 1. Hours Earned Each Payroll Period. Eligible full-time regular employees shall earn paid annual leave at the end of each bi-weekly pay period. The amount of annual leave earned shall be determined by multiplying the full-time rate by a fraction derived by dividing the actual hours worked or compensated for during a pay period (exclusive of overtime) by eighty (80).

<u>CONTINUOUS SERVICE</u>	<u>HOURS EARNED EACH PAYROLL PERIOD</u> <u>(80 Hours of Paid Service)</u>
0 through 4 years	3.1 hours = 2 weeks/yr. = 80 hrs./yr.
5 through 9 years	4.6 hours = 3 weeks/yr. = 120 hrs./yr.
10 or more years	6.2 hours = 4 weeks/yr. = 160 hrs./yr.

Personnel who have not completed six (6) months of service are not eligible to use annual leave. However, employees will be credited with annual leave once the six (6) month period has been completed.

Section 2. Payoff Upon Separation. If an employee leaves employment with less than six (6) months of service, no unused annual leave will be paid to this departing employee. Employees shall be paid subject to the below requirements, at their current rate of pay, for their accumulated unused annual leave only upon separation from employment, provided they have completed six (6) months of continuous employment. Employees who leave or quit without giving at least two (2) weeks prior written notice shall forfeit and waive their right to any accrued annual leave, unless waived by the Chief Circuit Judge or his designee and the County in writing. In the event of the death of an employee, who has completed six (6) months of continuous employment, their designated beneficiary shall be paid for the employee's accumulated unused annual leave.

Section 3. Maximum Accumulation. Employees may not accumulate more than two hundred forty (240) hours of annual leave. Any annual leave accumulated in excess of two hundred forty (240) hours shall be lost.

Section 4. Scheduling. Annual leave shall not be used in increments of less than eight (8) hours. Annual leave must be requested in writing at least ten (10) days in advance with the Director or his designee who will grant or deny the request in writing within seven (7) calendar days of the submitted request. However, the Director or his designee retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the facility's operational needs.

**ARTICLE 14**  
**INSURANCES AND PENSION**

Section 1. Medical Insurance.

(a) Coverage. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage shall end upon an employee's separation from employment. The County shall return to the employee a pro-rated share of the premium paid by the employee for the month in which they separate from employment. All eligible regular full-time employees are currently covered by Blue Cross and Blue Shield of Michigan Community Blue PPO Plan. The County reserves the right to unilaterally change insurance carriers or coverage upon thirty (30) days notice to the affected employees.

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$600.00 annually (\$900.00 effective January 1, 2009). The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e., coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(b) Premiums. Effective May 1, 2007, all employees eligible for health insurance will pay five percent (5%) of their health insurance premium (such payment will not be made by employees who waive health insurance coverage pursuant to (c) of this Section) according to the following schedule:

Single coverage - \$19.81/month

Double coverage - \$44.58/month

Family coverage - \$55.47/month

Effective January 1, 2008, the monthly amount shall be increased by \$15.00 or six and one quarter percent ( 6 ¼%) of the premium, whichever is less.

Effective January 1, 2009, the monthly amount paid in 2008 shall be increased by \$15.00 or seven and one half (7 ½%) of the premium, whichever is less.

Effective January 1, 2006, the County shall offer a health plan, which will not require any premium share payment by employees. Such plan will be completely voluntary.

(c) Payment in Lieu of Coverage. A regular, full-time employee who is eligible for insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year, during the 30 day period prior to January 1<sup>st</sup> of each year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay the employee the amount of \$100.00 monthly (up to \$1,200.00 per year) directly as taxable compensation. The payment shall be made on a monthly basis, on the first payday of the month following coverage. New hires may opt for the health waiver upon hiring into the County.

The provisions of the sub-section (c) shall not apply to a husband and wife who are both employees of Eaton County. Those employees shall not be permitted to have double health insurance coverage.

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

Section 2. Health Insurance – Retirees – Hired Prior to April 1, 2007.

(a) Eligibility. The County agrees to provide the same health insurance coverage benefits referred to in Section 1 of this Article for all eligible employees with the County paying the appropriate health insurance premiums. Retiree's are required to apply for Medicare (Parts A and B) when they are eligible to do so. An eligible employee is one who:

- (1) Has twenty-five (25) years of service with the Employer and/or the County, and is at least fifty-five (55) years of age, and has not had any lapse in group health coverage, or
- (2) Is retired due to a duty disability as determined by MERS, or
- (3) Is an employee who retires with twenty-five (25) years of service with the Employer and/or the County and has not attained the age of fifty-five (55) and who maintains the County's group health insurance plan by paying the full amount of the premium on a pre-paid quarterly basis or is continuously enrolled in some other type of group health coverage. When said employee reaches age 55, he becomes eligible for County paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing comparable group health coverage, he must secure coverage from that group. The comparable coverage must also cost less than \$600.00 annually (\$900.00 effective January 1, 2009). The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$600.00 annually (\$900.00 effective January 1, 2009). The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

- (i) From the date of the employee's eligibility for paid health insurance up until the annual open enrollment period for group health coverage, the County will pay

50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

(ii) For the next twelve month period, the County will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

(iii) For the next twelve month period the County will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

(iv) For the next twelve month period the County will be responsible for paying 80% of the premium difference required to include the spouse with the employee paying the remaining 20% of the premium difference.

(v) For the next twelve month period the County will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

(vi) The County will be responsible for the entire premium payments made thereafter.

(2) For all employees hired after October 1, 2000, spouses may continue to be covered by the County's health insurance plan at the employee's expense, upon the employee's retirement.

(3) In the event of the employee's death, the spouse (at time of retirement) may continue coverage as described in this Section at the County's expense. (For all employees hired after October 1, 2000, the coverage shall be provided at the spouse's expense).

(4) In the event of the death or divorce of the employee's spouse (the person married to the employee at the time of his retirement) and if the employee remarries, that new spouse may be covered at the employee's expense.

(5) If an employee is single at the time of retirement and later marries, that new spouse may be covered at the employee's expense.

(e) A retiree may completely and totally withdraw from the County's group health coverage. It should be noted that in the event a retiree withdraws from the County's group health coverage and does not receive group health coverage benefits from another source, said retiree will not be permitted at a later date, to re-enter the County's group health coverage program.

(f) Continuation of County's Group Health Coverage. Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System (MERS) or (2) is retired due to non-duty disability as determined by MERS may remain on the County's group health insurance plan by pre-paying the full amount of the premium on a pre-paid quarterly basis if permitted by the insurance carrier. Procedure for such payment will be established by the County.

(g) Payment in Lieu of Coverage. An eligible retiree as of January 1 of any year, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the County shall be executed by the retiree. In the event the retiree elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to the retiree as taxable compensation. The payment shall be made on an annual basis, as soon as possible after the end of the calendar year. A retiree is eligible for full payment if they have been eligible for

County paid health insurance for the prior twelve (12) month period and a new retiree is eligible for a pro-rated payment if they are eligible for County paid health insurance and have retired within the preceding twelve (12) month period.

The provisions of this Sub-section (g) shall not apply to a husband and wife who are both retirees (or one employee and one retiree) of the County or of any of the Courts of Eaton County.

A retiree losing health insurance coverage from another source shall notify the County Personnel Department in time so that the retiree and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The retiree shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the preceding January 1. Payment shall be made as soon as possible after the end of the calendar year.

Retirees eligible for payment in lieu of health insurance and who become deceased shall have a pro-rated payment made to their beneficiary (as determined by MERS). Said payment shall be made as soon as possible after the retiree's death and shall be based on the number of months of full time service credited to the retiree from the preceding January 1.

A retiree who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to a retiree from the time they obtained the alternate coverage until January 1. Payment shall be made as soon as possible after the end of the calendar year.

(h) Health Care Savings Program. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees Retirement System (MERS). Any accumulated leave time available to be paid to an employee upon their separation from or

retirement from the County may, at the employee's option, be converted into a HCSP in accordance with MERS Policy.

Section 3. Health Insurance – Retirees – Employees Hired After April 1, 2007. Any employee hired after April 1, 2007, will not be eligible for County paid retiree health insurance. The County has a Health Care Savings Program (HCSP) available through the Municipal Employees Retirement System (MERS). Employees will be required to contribute 1% of their salary into their HCSP, which will be a pre-tax deduction. In addition, the County will contribute an amount equal to 2% of the employees salary into their HCSP. An employee is also able to contribute an additional portion of their salary into the HCSP over and above the mandatory 1%, up to 10%, which will also be a pre-tax deduction. The County will match the additional contribution by the employee for any amount over 2% and up to 4%.

Any money contributed by the employee, both on a mandatory or voluntary basis, will remain in the employee's account to use for allowable health related activities upon their retirement or termination of employment with the County. In the event of an employee's death, the vesting provisions described below shall apply to the funds in the employee's account. These funds shall remain available for use by the employee's spouse and/or legal dependents under the same terms and conditions for all other individuals enrolled in the County's HCSP. In the event the employee has no spouse or legal dependents, the County shall pay the appropriate amount to the employee's beneficiary in a lump sum payment.

The HCSP has a vesting period. If an employee terminates employment prior to 5 years of service they will receive only their contributions. An employee with 5 years of service, but less than 10 years of services, shall receive both their contributions and fifty percent (50%) of the County's contributions upon their termination of employment from the County. An employee with 10 years of service or more shall receive both their contributions and the County's

contributions upon their retirement or termination of employment from the County.

Any accumulated leave time available to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted into their Health Care Savings Program in accordance with MERS Policy.

Section 4. Life Insurance. The County provides life insurance coverage (\$30,000) and accidental death and dismemberment insurance coverage (\$30,000) for all regular full time employees. Coverage for employees shall begin on the first day of the month following thirty (30) days of employment. The County shall pay the entire premium costs for all such coverage. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier at no cost to the County.

Section 5. Sickness and Accident Insurance.

(a) Coverage. The County provides S & A insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), which are covered by Health Insurance and disable an employee from performing their employment duties. The coverage is available only for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work date. If an employee fails to return to work or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the ninety (90) day period is that the employee is eligible for another disability leave, workers' compensation or Family Medical Leave Act. During the time an employee is off of work on the Sickness and Accident Program, they shall have no other employment. The coverage shall provide the following:

66 2/3% of basic weekly earnings to a maximum of \$425 for 26 weeks maximum, commencing the first day if an accident and eighth day if an illness. Increases (not reductions) of the weekly maximum benefit approved in the County Plan shall be applicable to the members of the Bargaining Unit.

Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time to make up the difference between the S & A rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness and accident, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(b) Limited Duty. At times an employee who has suffered an accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Facility Director's (or their designee) judgment relative to need, availability, costs and physical limitations of the employee (as determined by the treating physician), such employee may be utilized for limited duty. The employee may be assigned to any shift, as determined by the Department Head.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the County's

designated physician to the Facility Director (or their designee).

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Facility Director (or their designee) and present proper medical certification.

Section 6. Dental Insurance. All eligible regular full-time employees are covered by a dental plan. Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. Basic Dental Services (Class I) and Prosthodontic Dental Services (Class II) will be provided with the Plan paying 50% of claims up to a maximum of \$1,200 per covered person per year. The Employer reserves the right to change insurance carriers or coverage. The County shall pay the entire premium costs for this benefit. If improved dental coverage is provided to non-union employees, then bargaining unit members shall have the same coverage.

The Employer agrees to offer dental insurance to retirees upon retirement, if available through the County's current carrier. The cost of the coverage shall be paid for by the employee.

Section 7. Deferred Compensation. The County has a group deferred compensation program available. There are three open enrollment periods each year, those being January, May and September.

Section 8. Continuation of Insurance Coverage. To the extent permitted by law, an employee on a layoff of thirty (30) calendar days or more shall pay the full cost of their life, dental and health insurance premiums if they want those benefits to continue, and provided that the insurance carrier permits such payments by the employee for a maximum of six (6) months. An employee on Worker's Compensation or a disability leave covered by the County's insurance program shall continue to have the full cost of their life, sickness, dental and health insurance premiums paid for by the County for the length of their disability (not to exceed 26 weeks).

Section 9. Insurance Coverage Changes. If an employee wishes to make any change to their insurance coverage such as an address change, addition of a dependent, deletion of a dependent, etc., the County must be notified in writing, within three (3) weeks of the occurrence. If notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period.

Section 10. Pension.

(a) All regular full-time employees are covered by the Municipal Employees' Retirement System, (MERS) Benefit Program B-1. The County shall abide by all of the terms and conditions of that program. The employees' contribution rate to this Retirement Plan is 1.0%.

The Union may obtain an actuarial valuation at their expense to determine the cost of improving the current pension benefit program. In order to implement the pension benefit program improvement, it must be approved by the Union, the Employer, and the County. If implemented, the pension benefit program would be paid for entirely by the employees and be effective at the beginning of a calendar quarter (as determined by MERS) no later than July 1, 2008. If the pension benefit program is implemented, the County will reimburse the Union for one-half (1/2) of the cost of the actuarial valuation.

(b) The Plan provides for no reduction in pension for these employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service (Benefit Program F55/25).

(c) The Plan provides for the final average compensation being computed on the highest thirty-six (36) consecutive months of earnings, divided by three (3) (Benefit Program FAC-3).

(d) Previous service credit must be transferred at the time an individual is hired. The request must be made in writing and approved by the County's Personnel Committee, subject to final approval by the full Board of Commissioners. The employee shall pay the entire cost.

(e) When any change in the retirement law is made that allows for a transfer of previous service for a current employee, any request for such transfer must then be made within ninety (90) days of the change in law. The request must be made in writing and approved by the County's Personnel Committee, subject to final approval by the full Board of Commissioners. Any request received after the ninety (90) day period will not be considered. The employee shall pay the entire cost.

**ARTICLE 15**

**ANNUAL EMPLOYEE EVALUATION**

There shall be an annual evaluation done on each employee by the Facility Director or his designee and their immediate supervisor. The evaluation shall be completed on forms provided by the Employer, and then placed in the employee's personnel file. These records will then become permanent records of the Court.

**ARTICLE 16**

**CAPTIONS**

The captions used in each Article or sections of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

**ARTICLE 17**

**NEW CLASSIFICATIONS**

Whenever the County and the Employer establish a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the County, the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

## **ARTICLE 18**

### **POLICIES**

Section 1. Resignation. A two (2) week prior notice, in writing, must be given to the Director.

Section 2. Personnel Records. As required under State law, employees have the right to review their personnel files provided the Director or his designee is present during the review and the review is conducted at a mutually agreed upon time. A copy of the personnel file may also be made, at the employee's request.

Section 3. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any full-time employee desiring to participate in outside or supplemental employment must obtain permission of the Director or his designee in writing prior to engaging in outside or supplemental employment. Employees who have had supplemental employment approved by the Director or his designee prior to the execution of this contract need not reapply.

The following guidelines shall be applicable to all employees, whether full-time or part-time, engaged in outside or supplemental employment.

Employee's engaged in outside or supplemental employment shall:

- (a) Not use Employer facilities as a source of referral for customers or clients.
- (b) Not be engaged in during the employee's regularly scheduled work hours.
- (c) Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.

(d) Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.

(e) Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.

(f) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The County or the Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

Section 4. Name or Address Changes. An employee shall notify the Employer in writing of any change in last name or street address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and street address shown on his record for all purposes involving his employment.

Section 5. Travel and Meals Reimbursement. Employees shall be eligible for reimbursement for travel, meals, and lodging expenses to the extent permitted by the Eaton County Personnel Policy. The Employer reserves the right to unilaterally amend this policy without providing notice to or negotiating with the Union.

Section 6. Conflicts of Interest. It is the policy of the Employer that no employee shall speak with, provide information or documents to, or otherwise communicate with an attorney, private investigator or other person not associated with the Employer or County pertaining to inquiries about an existing lawsuit or claim against the Employer or County or any employee. Employees contacted by an attorney, private investigator or other persons not associated with the Employer or the County regarding such matters shall advise the attorney, private investigator or

other person not associated with the Employer or County, that the employee is not permitted to discuss such matters without the express written authorization of the Court Administrator. The attorney, private investigator or other person not associated with the Employer or County shall then be referred to the Court Administrator. Employees found in violation of this policy shall be subject to disciplinary action, up to and including possible discharge. The above does not exempt an employee's rights under the State Whistleblower's Act.

Section 7. Inclement Weather. In conditions of Inclement Weather or other Acts of God, employees are expected to arrive for their regularly scheduled shift. If an employee absolutely cannot travel to work, the employee must use compensatory time, personal leave, or annual leave in order to be paid, and must notify their supervisor as soon as possible, but no later than one (1) hour prior to the start of their shift.

**ARTICLE 19**

**SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**ARTICLE 20**

**SUBCONTRACTING**

Notwithstanding any other contrary provision in this contract, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide thirty (30) calendar days notice to the Union if an employee is to be laid off. Upon request, the Employer or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion.

## **ARTICLE 21**

### **STEWARDS**

Section 1. Recognition. The Employer recognizes the right of the Union to designate a Steward and an Alternate. The Alternate Steward may exercise the functions of a Steward only when the Steward is absent.

The authority of the Steward and Alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

Section 2. General Rules. The Union agrees that the Steward and the Alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. In no event shall the Steward leave his work to investigate grievances without first obtaining permission from the Director or his designee. The Director may require the Steward to investigate and/or present grievances during other than working hours in the event that the Director believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

Section 3. Notice to the Employer. The Union will furnish the Employer, in writing, with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

## **ARTICLE 22**

### **BARGAINING COMMITTEE**

Section 1. Bargaining Committee. The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary. Bargaining shall take place at mutually agreed upon times.

Section 2. Compensation While Negotiating. The employee member of the Bargaining Committee will be paid for the time spent in negotiations in the event he is scheduled to work during a bargaining meeting. The employee shall return to his workstation after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his normal shift.

**ARTICLE 23**

**PYRAMIDING OF PREMIUM PAY**

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

## **ARTICLE 24**

### **WORKER'S COMPENSATION**

Section 1. Guidelines. The County currently also provides Workers' Compensation coverage. A work related injury must be immediately reported to the employee's Supervisor and the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made by the Personnel Office for the employee to receive medical care from a County designated physician.

If an injury occurs after 5:00 p.m. or on a weekend, emergency medical treatment may be received from other than a County designated physician. However, if the physician who treated an employee for an emergency indicates time off work or follow-up care is necessary, arrangements must be made to see the County physician. These arrangements will also be made by the Personnel Office for the employee.

After ten (10) days from the inception of medical care, an employee may treat with a physician of his own choice but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician. The County after receiving such notice may file a Notice of Objection with the Bureau of Workers' Compensation if it so desires.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines.

Any initial time off and any extensions thereof due to a Workers' Compensation leave must be approved in writing by a physician.

Section 2. Supplement and Insurances. The Employer will pay an employee receiving Workers' Compensation the difference between their regular rate of pay and the Workers' Compensation payments for a period not to exceed six (6) months. An employee receiving Worker's Compensation payments shall not earn annual leave and sick leave credits while on

Worker's Compensation nor shall they be eligible to receive holiday pay. In the event an employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the County will, for eligible employees for up to six (6) months from the date of the injury, continue to pay the premiums on health and life insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

Section 3. Limited Duty. At times an employee who has suffered an accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Directors judgement relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. Limited duty may also include part time work. The employee may be assigned to any shift, as determined by the Director.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employers designated physician to the Director.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Director and present proper medical certification.

**ARTICLE 25**

**GENDER**

The masculine pro-noun wherever used in this Agreement shall include the feminine pro-noun and vice versa, unless the context clearly requires otherwise.

**ARTICLE 26**

**PAST PRACTICE**

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

## **ARTICLE 27**

### **WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims, which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contain all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly 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 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 by 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.

**ARTICLE 28**

**NON-BARGAINING UNIT PERSONNEL**

The Employer reserves the right to hire persons to perform bargaining unit work on a temporary basis not to exceed ninety (90) days. They shall not be covered by the terms of this Agreement.

The Director, Facility Psychologist, Aftercare Coordinator, Secretary and Shift Supervisors may perform bargaining unit work at any time.

The Employer reserves the right to hire on-call employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement.

**ARTICLE 29**

**NON-DISCRIMINATION**

The County, the Employer and the Union agree not to discriminate against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or disability as required by law.

**ARTICLE 30**

**LONGEVITY**

Section 1. Schedule. All eligible regular full-time employees as of December 1 of any year, excluding anyone whose status as employee has ended prior to that date, shall be entitled to receive longevity pay for continuous service with the County, and/or the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit – Effective 2007</u>
At least 5 years but less than 10 years	\$300
At least 10 years but less than 15 years	\$600
At least 15 years but less than 20 years	\$900
20 years or more	\$1,200

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-Rated Longevity Payments. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g. an employee hired on September 1 shall receive \$75 (3/12 of \$300) in December following his completion of the fourth (4th) year of service, and \$375 (\$300 + 3/12 of \$300{difference}) in December following his completion of the ninth (9th) year of service, etc.).

Section 4. Unpaid Leaves of Absence. Eligible employees on unpaid leave of absence or unpaid disability leave (other than Family and Medical Leave Act) for a period of more than thirty (30) days shall have their longevity payment pro-rated based upon the deduction of unpaid hours after the first thirty (30) days of unpaid leave.

Section 5. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be

based on the number of months of full-time service credited to an employee from the preceding December 1.

**ARTICLE 31**

**DURATION**

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 30th day of September 2009. Not earlier than ninety (90) days prior to the expiration of the contract, either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

**IN WITNESS HEREOF**, parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL, EATON COUNTY  
CIRCUIT COURT YOUTH FACILITY UNIT**

**EATON COUNTY  
CIRCUIT COURT**

BY: \_\_\_\_\_  
Homer Lafrinere, Staff Representative

\_\_\_\_\_  
Thomas Eveland, Chief Judge

\_\_\_\_\_  
Matt Ortiz, Steward

**EATON COUNTY BOARD  
OF COMMISSIONERS**

\_\_\_\_\_

\_\_\_\_\_  
Joseph Brehler, Chairperson

**APPENDIX A**

**SALARY SCHEDULE**

**Effective October 1, 2006**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>	<b><u>3 Years</u></b>	<b><u>4 Years</u></b>	<b><u>5 Years</u></b>
Youth Specialist	\$29,155	\$30,542	\$31,931	\$33,320	\$34,707	\$35,575

Retroactive wage increases are only for employees employed on the date of ratification by the parties.

**Effective October 1, 2007**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>	<b><u>3 Years</u></b>	<b><u>4 Years</u></b>	<b><u>5 Years</u></b>
Youth Specialist	\$29,884	\$31,306	\$32,729	\$34,153	\$35,575	\$36,464

**Effective October 1, 2008**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Years</u></b>	<b><u>3 Years</u></b>	<b><u>4 Years</u></b>	<b><u>5 Years</u></b>
Youth Specialist	\$30,631	\$32,089	\$33,547	\$35,007	\$36,464	\$37,376

**SETTLEMENT**

All provisions of the Contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE EATON COUNTY CIRCUIT COURT,  
THE COUNTY OF EATON  
AND  
THE GOVERNMENTAL EMPLOYEES LABOR COUNCIL, YOUTH FACILITY UNIT  
HEALTH INSURANCE – OPTICAL COVERAGE**

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The Eaton County Circuit Court, the County of Eaton and the Governmental Employees Labor Council hereby agree to the following:

Optical coverage will be included as part of the County's Health Insurance Program at the employees' expense. The current monthly rates are as follows:

Single - \$3.40  
Double - \$7.64  
Family - \$9.49

The monthly rates shall be adjusted every January 1<sup>st</sup> by the County's insurance carrier. The optical coverage is contingent upon all seven of the County's collective bargaining units as well as the non-union employees agreeing to pay the appropriate premium.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

For the Eaton County Circuit Court and the  
County of Eaton:

For the Union:

\_\_\_\_\_  
Thomas Eveland  
Chief Judge

\_\_\_\_\_  
Homer Lafrinere  
Staff Representative

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Joseph Brehler, Chairman  
Board of Commissioners

\_\_\_\_\_  
Matt Ortiz  
Steward

Date \_\_\_\_\_

Date \_\_\_\_\_