

AGREEMENT

between

**FIFTEENTH CIRCUIT COURT
FOR THE COUNTY OF BRANCH**

and

**LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION**

Effective: January 1, 2011 to December 31, 2013

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AGREEMENT

THIS AGREEMENT, entered into this 8th day of February, 2011, and effective the 1st day of January, 2011, by and between the FIFTEENTH (15TH) CIRCUIT COURT FOR THE COUNTY OF BRANCH, hereinafter referred to as the "Employer" and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

Section 1.0 Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of MCLA 423.201 et seq., as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below.

All full-time employees employed by the Fifteenth (15th) Circuit Court for the County of Branch, including the Friend of the Court's Office, BUT EXCLUDING Judges, Court Administrators, Probation Officers, Circuit Court Clerks, Court Reporters, professional and confidential employees, supervisors and all other employees.

Section 1.1 Definition. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit set forth in Section 1.0. For the purposes of this Agreement, the following definitions are applicable:

- (a) **Permanent Full-Time Employees**. A permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classification by the Employer as permanent and who has completed his probationary period.
- (b) **Supervisor**. A supervisor is any person with the authority to hire, transfer, layoff, discharge, promote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a

mere routine or clerical act, but requires the use of independent judgment and skill.

- (c) **Employer.** "Employer" shall mean the Fifteenth (15th) Circuit Court for the County of Branch.

Section 1.2 Temporary Employees. Temporary employees may be hired from time to time to supplement the regular work force. When these employees are to be hired, the Union will be notified of the number and given a description of the tasks to be performed and an estimate of the length of time of the employment to conclude those tasks. In no case will the time of the employment exceed one hundred twenty (120) calendar days. If the term of employment goes beyond one hundred twenty (120) calendar days, the employee will become part of the bargaining unit and will be subject to the terms and conditions of this Agreement. The Employer agrees that the exercise of this provision shall not be abused.

ARTICLE 2 **REPRESENTATION**

Section 2.0 Steward. Bargaining unit employees covered by this Agreement shall be represented by a Steward and an alternate Steward, both of whom shall be permanent full-time employees who have completed their probationary periods. The Alternate Steward shall act only in the absence of the Steward. It shall be the function of the Steward to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement. The Employer agrees to compensate the Steward at his straight time regular rate of pay for all reasonable time lost from his regularly scheduled working hours while processing a grievance, other than time spent in reducing a grievance to writing, in accordance with the Grievance Procedure. If the Steward abuses the privilege extended herein, the Employer reserves the right to revoke this benefit.

Section 2.1 Collective Bargaining Committee. The Employer agrees to recognize not more than two (2) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. Employees on the Collective Bargaining Committee shall be compensated at their straight time regular rate of pay for time lost from work during negotiation sessions with the Employer.

Section 2.2 Identification of Union Representative. The Union will furnish the Employer in writing with the names of its Steward and Alternate Steward and Collective Bargaining Committee members who are employed within the collective

bargaining unit and such changes that may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

Section 2.3 Visitation . An International Representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the Steward or representatives of the Employer concerning matters covered by this Agreement, provided, however, such visitation shall not interfere with performance of work by bargaining unit employees. A time and place for such visits must be arranged in advance by written communication from the Union to the Employer.

ARTICLE 3 **UNION SECURITY**

Section 3.0 Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty-one (31) days after the execution of this Agreement or the completion of their probationary periods, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the costs of negotiating the administering this Agreement which shall not exceed the Union's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind.

Section 3.1 Union Membership . Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not to join, maintain, or drop their membership as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

Section 3.2 Payroll Deduction for Union Dues or Service Fees .

- (a) During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues and initiation fees uniformly levied in accordance with the Constitution and the By-Laws of the Union or the service fee equivalent of the periodic monthly dues uniformly required of all Union members from each employee covered by this Agreement who executes and files with the Employer a proper check-off authorization form.
- (b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Employer.

- (c) Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.
- (d) A properly executed copy of the written authorization form for each employee for whom the Union periodic membership dues and initiation fees or the service fee equivalent are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.
- (e) All authorizations filed with the Employer prior to the fifteenth (15th) of the month shall become effective the first (1st) day of the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee or, if applicable, the service fee equivalent. An authorization filed thereafter shall become effective on the first (1st) day of the second (2nd) month following the filing of authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15th) day of the following month.
- (f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- (g) The Union shall notify the Employer in writing of the proper amount of Union membership dues and initiation fees or the service fee equivalent and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deduction have been made, together with the amount deducted for each employee.
- (h) If a dispute arises as to whether or not an employee has properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- (i) The Employer shall not be responsible for dues, initiation fees, or

payment of the service fee equivalent after an employee's employment relationship has been terminated.

- (j) The Employer shall not be liable to the Union or its members for any dues, initiation fees or service fees once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by the United States mail.

Section 3.3 Hold Harmless . The Union agrees to indemnify, defend, and save the Employer and any and all public officials, officers and employees of Branch County harmless against any and all claims, suits, or other forms of liability arising out of the deduction of initiation fees, dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 3.0.

ARTICLE 4 **STRIKES AND ILLEGAL ACTIVITIES**

Section 4.0 No Strike Pledge . The Union agrees neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly call, sanction, counsel, encourage, or engage in any strike, walk-out, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report to duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises.

Section 4.1 Penalty . Any employee who violates the provisions of Section 4.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Discipline Advisory Board regarding discipline imposed for a violation of Section 4.0 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 4.0.

Section 4.2 Affirmative Action . The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited by Section 4.0 by notifying the employees it represents and the general public, in writing, that it disavows such action.

ARTICLE 5
SENIORITY

Section 5.0 Definition of Seniority . Seniority shall be defined as the length of continuous service with the Fifteenth (15th) Circuit Court for the County of Branch, since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 5.1 Probationary Period . All new employees shall be considered to be on probation and shall have no seniority for the first twelve months of employment following their first day of work for the Fifteenth Circuit Court for the County of Branch, after which time the employee's seniority shall be retroactive to his last date of hire. Until an employee has completed his probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures. If the Judge wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory to the Judge, the Judge may so extend the probationary period for a period not to exceed two (2) months, by giving written notice to the employee.

Section 5.2 Loss of Seniority . An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If he quits or retires;
- (b) If he is terminated or discharged;
- (c) If he is absent from work for three (3) consecutive working days, unless a satisfactory reason for such absence is given;
- (d) If he fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff, unless a satisfactory reason is given;
- (e) If he has been on layoff status for a period of one (1) year or the length of his seniority, whichever is less;
- (f) If he fails to report for work within two (2) weeks following

notification of recall from layoff by certified mail, return receipt requested, sent to his last known address;

- (g) If he fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer;
- (h) If he makes an intentionally false and material statement of his employment application or on an application for a leave of absence;
- (i) If the Employer's operations are permanently discontinued.

Section 5.3 Transfer to Non-Bargaining Unit Position . Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or other position with the Employer which is not included in this Agreement shall retain his seniority as of the date of such transfer but shall not accumulate any additional seniority except for wage and fringe benefits predicated upon the length of service with the Employer. Within six (6) months of the date of such transfer, the employee may be returned to his former classification within the bargaining unit. Should an employee be returned to his former classification, he may displace a less senior employee who is occupying his former position. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not the employee returns to the bargaining unit.

Section 5.4 Seniority List . An up-to-date seniority list for the bargaining unit shall be furnished to the Union by the Employer every six (6) months.

Section 5.5 Seniority and Benefit Accumulation. Seniority shall continue on all approved leaves of absences unless otherwise specifically provided for in the Leave of Absence Sections of the Agreement. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of leaves of absences.

ARTICLE 6 **LAYOFF AND RECALL**

Section 6.0 Layoff and Recall Procedures . In the event that a reduction in personnel occurs, the Employer agrees to layoff the employee with the least seniority in

the classification affected, provided, however, that the remaining senior employees have the experience, ability, and the training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however that the remaining senior employees have the experience, ability, and training to perform the required work. Recall to work shall be in reverse order of layoff. Upon recall, an employee must return to his former classification.

Section 6.1 Notification of Recall . Notification of recall from layoff shall be sent by certified mail to the employee's last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days following receipt of notification shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists. The time period for a recall is defined as one (1) year or the length of the employee's seniority, whichever is less, pursuant to Article 5, Seniority, Section 5.2(e).

ARTICLE 7 **DISCIPLINE**

Section 7.0 Discipline .

- (a) The Union acknowledges that under the Constitutions of the United States and the State of Michigan, the laws of the State of Michigan, and the rules and orders of the Michigan Supreme Court, the Fifteenth (15th) Circuit Court for the County of Branch is responsible for the fair, impartial, and swift administration of the system of justice for all cases coming within its jurisdiction.
- (b) Therefore, the Union acknowledges that the Employer has reserved the unqualified and unlimited right to discharge, suspend and discipline employees for any reason whatsoever and any such action taken by the Employer shall not be subject to the Mediation Procedure set forth in this Agreement or be challenged before any Court of competent jurisdiction.
 - (1) That all employees of the Branch County Circuit Court as of January 1, 2002, even if probationary, shall be deemed as "just cause" employees for purposes of discharge.
 - (2) No subsequent persons hired by the Court after January 1, 2002, or transferred from other departments with the County to the Court after January 1, 2002, shall be deemed "just cause" employees.

- (3) This “exception” shall not be effective while Judge Michael H. Cherry is acting in the capacity of Chief Judge of the 15th Circuit Court.

Section 7.1 Discipline Advisory Board . Should an employee who has been discharged or suspended consider such discipline to be improper, he may ask that such action be reviewed by the Discipline Advisory Board. The Discipline Advisory Board shall be composed of one (1) representative of the Union, one (1) representative of the Court, and one (1) additional individual selected by mutual agreement of the Court and the Union. The Discipline Advisory Board shall meet to review the disciplinary action and issue an advisory opinion. The opinion of the Discipline Advisory Board is advisory only and is not binding by the Employer. The opinion of the Discipline Advisory Board shall not be enforceable by any Court.

Section 7.2 Rules. The Employer reserves the right to establish and change from time to time reasonable rules and regulations governing the conduct of its employees and to fix and determine penalties for violations of such rules.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.0 Definition of Grievance . For purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 8.1 Grievance Procedure . All grievances shall be processed in the following manner:

- Step 1.** Verbal Procedure. An employee with a grievance shall, within five (5) calendar days of the occurrence which gave rise to the grievance or within five (5) calendar days of the date the employee first reasonably should have known of the event which gave rise to the grievance, discuss it with his immediate supervisor with the object of resolving the matter informally. If requested, the Steward may be present.
- Step 2.** Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and specific provision or provisions of this Agreement alleged to have been violated, signed by the

aggrieved employee, and, within three (3) calendar days following the verbal discussion, presented to the employee's immediate supervisor. The employee's immediate supervisor shall place his written disposition and explanation upon the grievance and return it to the Steward or employee within three (3) calendar days after receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Judge of the Court within five (5) calendar days following receipt of the Employer's written answer in Step 2. Within ten (10) calendar days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer's representative shall be the Judge of the Court or his designee. The Union's representative shall be the Steward. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day calendar period, it shall be scheduled for a date mutually convenient to the parties. The Judge of the Court shall place his written answer on the grievance within ten (10) calendar days after the meeting and return it to the Steward. For purposes of processing a grievance at this Step, any employee has the right to examine his own personnel file. These documents, however, are confidential and are not to be revealed to any outside parties without the concurrence of the employee and the Court. The Union may, with the employee's permission, examine an employee's personnel file to process a grievance, provided a representative of the Court is present.

Step 4. The Union may request mediation by the State of Michigan Employment Relations Commission of any unresolved grievance subject to this procedure by giving written notice of its intent to do so within five (5) calendar days following receipt of the Employer's Step 3 answer. Thereafter, the Judge or his representative shall confer with the mediator assigned to assist in resolving the dispute, together with the President of Local 517M. The Steward may be present if both parties mutually agree. At the conclusion of this conference, the Judge or his representative shall signify in writing the Employer's final response to the grievance. The

Employer's answer shall be final and binding upon all parties concerned, and there shall be no further appeal by the Union of the employees concerned.

Section 8.2 Grievance Resolution . All grievances which are satisfactorily resolved at Step 2 of the Grievance Procedure must be approved in writing by the Judge of the Court before they are binding on the Employer. The time limits for an appeal of the grievance to Step 3 shall be stayed during the period in which such grievance resolutions are referred to the Judge. If the Judge disallows the resolution of a grievance, the Union shall have five (5) calendar days following receipt by the Steward of notice of the Judge's action to resubmit the grievance at Step 3 of the Grievance Procedure. If the grievance is resubmitted, it shall thereafter be processed in accordance with the provisions of Step 3 of the Grievance Procedure. Any grievance which is not resubmitted in a timely fashion after receipt by the Steward of notice of disallowance of the resolution shall be deemed to be withdrawn.

Section 8.3 Time Limitations . The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of extension is specified.

Section 8.4 Time Computation . Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

Section 8.5 Grievance Form . The grievance form has been mutually agreed upon by the Employer and the Union and is attached to this Agreement.

Section 8.6 Lost Time . The Employer agrees to pay for all time lost by an employee during his regularly scheduled working hours while processing a grievance. All grievances appealed to the Written Step of the Grievance Procedure shall be reduced to writing on an employee's non-working time. Lost time shall be compensated at the employee's straight time regular rate of pay.

Section 8.7 Grievance Settlements . The satisfactory settlement of all grievances shall be reduced to writing, written on or attached to each copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent to any other grievance.

ARTICLE 9
ARBITRATION

Section 9.0 Arbitration Request . The Union may request arbitration of any unresolved grievance by giving written notice, including telegraphic, of its intent to arbitrate to the Judge within ten (10) calendar days following receipt of the Employer's disposition in Step 3 of the Grievance Procedure or upon the Employer's failure to reschedule a Step 3 meeting within a reasonable period of time. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the Employer, the Grievance shall be considered settled on the basis of the Employer's last disposition.

Section 9.1 Selection of Arbitration . If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of at least seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Each arbitrator on the panel so submitted shall have previously acted as an arbitrator in at least one (1) case involving a judicial entity and shall have had his decision in such a case published. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the expenses, wages, and any other compensation of its own witnesses and representatives.

Section 9.2 Arbitrator's Powers . The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or to pass upon the propriety of any discipline or discharge administered to employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than fifteen (15) calendar days prior to the time the grievance was first submitted in writing.

ARTICLE 10
MANAGEMENT RIGHTS

Section 10.1. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions and authority of management to manage the judicial operations of the Court and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work; to hire and reduce or increase the size of the work force; to adopt, modify, or amend its budget or any appropriation; 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, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance or Arbitration Procedures established in this Agreement.

Section 10.2. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish reasonable work rules; to make judgments as to the ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance procedure established in this Agreement.

Section 10.3. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific terms hereof are in conformance with the Constitution, the laws of the State of Michigan, the rules and orders of the Supreme Court of the State of Michigan, and the Constitution and the laws of the United States. Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities and authority under the applicable Michigan laws and rules and orders of the Michigan Supreme Court or any other supervising or superior Court, or any other national, state, county, district, or local law or regulations as they pertain to the Courts.

ARTICLE 11
HOURS OF WORK

Section 11.0 Workweek . The normal workweek of the Court employees shall be thirty-seven and one-half (37 ½) hours per week. This Section shall not be construed as a guarantee of any number of hours per week or per day.

Section 11.1 Overtime . All employees shall be expected to work overtime upon request. Overtime, other than of an emergency nature, must be authorized by the employee's immediate supervisor.

Section 11.2 Overtime and Compensatory Time .

(a) **Overtime Rate.** All bargaining unit members shall receive compensation at one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of forty (40) hours in any one (1) workweek.

(1) Non-worked holidays, paid leaves of absence, and vacations shall not count as "hours worked" for purposes of determining whether an employee is entitled to the overtime or compensatory time provided by this section.

(2) There shall be no duplication or pyramiding of overtime or compensatory time.

(b) **Compensatory Time.**

(1) At the request of an employee and in the discretion of the Employer, an employee who works in excess of forty (40) hours in a workweek will have the option of receiving compensatory time off in lieu of monetary compensation for overtime.

(2) Compensatory time will be granted at a rate of one and one-half (1½) hours for each hour worked in excess of forty (40) hours in any one workweek.

(3) **Maximum.** Each eligible employee may accrue up to forty (40) hours of compensatory time. Employees will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

(4) Employees who request the use of accrued compensatory time will be permitted to use the time off within a reasonable time after making the

request, or at some mutually agreed time if the original request would unduly disrupt the court's operational needs and staffing requirements.

(a) Compensatory time must be used within one year of the date earned.

(5) Upon termination of employment, employees will be paid for all unused compensatory time at the rate of pay at termination.

ARTICLE 12 **LEAVES OF ABSENCE**

Section 12.0 Purpose of Leaves . It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another Employer without prior approval while on leaves of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 12.1 Procedure for Requesting Leaves . Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave of absence is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 12.2 Active Military Leave . Any full time and non-temporary employee who enters military service of the Armed Forces of the United States shall receive a military leave without pay for the period of his initial enlistment or induction but not to exceed more than four (4) years, plus one (1) additional year for voluntary extension if this service is at the request and convenience of the Government, plus any involuntary service. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement. Application for military leave of absence

shall be made to the Employer in writing as soon as the employee is notified of acceptance or induction into military service and, in any event, not less than two (2) weeks prior to the employee's separation from employment.

Section 12.3 Reserve Training Leave . A full time non-temporary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for service during this period. If such Government compensation does not equal the employee's usual salary, he shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional time which the employee may be required to serve or attend military meeting shall not be compensated by the Employer. If the employee's total Government compensation equals or exceeds his usual salary, there shall be no payment of salary by the Employer. Reserve training leave shall be in addition to any vacation time to which the employee may be entitled, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval.

Section 12.4 Education Leave . In the discretion of the Judge, an unpaid education leave may be granted to employees for the purpose of taking accredited courses directly related to the knowledge and skills required in the performance of their duties to the Employer. The length of such leave shall be at the discretion of the Judge.

Section 12.5 Sick Leave .

- (a) **Purpose and Eligibility**. Sick Leave with pay is available to eligible employees for periods of temporary absences due to illnesses, injuries, or medical appointments of (1) the employee or (2) their immediate family.
- (1) The immediate family, for purposes of sick leave, is defined as the employee's spouse, parent, child, or sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse, grandparents, or grandchildren.

(b) **Accrual.**

- (1) **Amount Accrued.** Each regular full-time employee shall accrue sick leave at the rate of one (1) working day per each completed month of service.
 - a. Regular full-time and regular part-time employees are eligible for sick leave on a pro-rata basis.
- (2) **Start of Accrual.** Employees begin to accrue sick leave from the date of employment.
- (3) **Sick Leave and Leaves Without Pay.** Employees who are on a leave without pay do not accrue any additional sick leave until their return to service.
- (4) **Maximum Accrual.** Employees will be allowed to accrue sick leave up to a maximum of 450 hours. Once an employee has accrued the maximum, no additional sick leave will be accrued until the employee has used sick leave to reduce their total below the maximum.

(c) **Use of Sick Leave.**

- (1) Earned sick leave is available for use at the end of the probationary period.
- (2) **Notification of Supervisor.**
 - a. Employees should notify their immediate supervisor before the scheduled start of the workday if possible.
 - b. The immediate supervisor must also be contacted on each additional day of absence unless other notification arrangements have been made.
 - c. An employee who becomes ill on the job must inform their immediate supervisor as soon as possible and prior to departing the work site.

- (3) Employees will not be obstructed in their effort to depart the workplace upon experiencing incapacitating illness and having informed their Supervisor.
- (4) The Employer shall respond to all requests to utilize sick leave for medical appointments within twenty-four (24) hours of the time of submission of the request.
- (5) Minimum Increments. Sick leave may be used in increments of full days or minimum increments of one quarter (1/4) hour.
- (6) Absence From Work Longer Than Three Days. Employees who are off on sick leave three or more consecutive workdays may be required by their immediate supervisor to submit a physician's verification of:
 - a. Illness as a condition of eligibility for the use of sick time to cover the period of absence; and/or
 - b. Fitness for duty prior to returning to work.
- (7) Rate of Pay.
 - a. Sick leave is paid at the employee's pay rate at the time of illness or injury.
 - b. Sick leave can be used to supplement payments that an employee is eligible to receive from the short-term disability policy or worker's compensation. The combination of any such disability payments and sick leave pay may not exceed the employee's normal weekly earnings.
- (d) Upon Termination. Upon termination of employment, employees will be paid one-half of unused accrued sick leave, up to 225 hours.
- (e) Abuse of sick leave (including but not limited to fraudulent claims, and recurring patterns of use) will subject an employee to discipline.

Section 12.6 Maternity Leave . Leaves of absence for pregnancy shall be treated in the same manner as any other sick leave of absence under this Agreement.

Section 12.7 Extended Sick Leave . Extended sick leave without pay shall be

granted automatically upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than twelve (12) months or the length of his seniority, whichever is less, and his employment relationship shall be automatically terminated at that time; an employee on sick leave due to an injury compensable under the Michigan Worker's Compensation statute shall not lose his seniority until he has been on such sick leave for a period of twenty-four (24) months. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require an examination and, if cause is found, require the employee to take an extended sick leave of absence.

Section 12.8 Bereavement Leave . An employee shall be granted up to three (3) consecutive days' leave to attend the funeral for death which occurs in the employee's immediate family. An employee excused from work under this Section shall receive the amount of wages he would have earned by working during his straight time hours on such scheduled days of work for which he is excused. "Immediate family" shall mean the employee's spouse, child, step-child, mother, father, step-mother, step-father, sister, brother, mother-in-law, father-in-law, grandparents, and grandchildren. An additional two (2) consecutive days' leave shall be granted if the member of the immediate family lived more than three hundred (300) miles from the employee's residence. Such additional leave shall be without pay unless the employee elects to deduct such time from his accumulated sick leave. An employee shall be granted one (1) day's leave to attend the funeral of persons in the following relationships to the employee: stepmother-in-law, stepfather-in-law, sister-in-law, brother-in-law, stepsister-in-law, stepbrother-in-law and step-grandparents. An employee excused from work accordingly shall receive the amount of wages he would have earned by working during his straight time hours on such scheduled day of work for which he is excused. An additional two (2) consecutive days' leave shall be granted if the deceased lived more than three hundred (300) miles from the employee's residence. Such additional leave shall be without pay unless the employee elects to deduct such time from his accumulated sick leave.

Section 12.9 Personal Leave Without Pay . Employees with at least one (1) year's seniority may be granted up to six (6) months' leave of absence without pay at the discretion of the Judge. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Judge. Such request shall state the reason for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary resignation unless such other employment is agreed to by the Judge.

Section 12.10 Personal Days .

- (a) **Purpose.** Personal Days with pay are available to eligible employees who wish to take time off from work duties to fulfill personal obligations.
- (b) **Eligibility.** Regular full-time and regular part-time employees are eligible for personal days on a pro-rata basis.
- (c) **Amount Received.** After the completion of his or her probationary period, each regular full-time employee shall receive two (2) personal days at the beginning of each calendar year, except that each regular full-time employee hired prior to January 1, 1999 will receive four (4) personal days at the beginning of each calendar year.
- (d) **Requesting a Personal Day(s).**
 - (1) All requests for use of a personal day must be made in writing to the Judge or his/her designee forty-eight (48) hours prior to the start of the leave.
 - (2) The Employer shall approve or deny all requests to utilize personal time within twenty-four (24) hours of the time of the submission of the request.
 - (3) A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Court.
- (e) **Minimum Increments.** Personal days may be utilized in increments of workdays or minimum increments of one quarter (1/4) hour.
- (f) **Rate of Pay.** Personal days are paid at the employee's pay rate at the time the personal days are used.
- (g) **Failure to Use Personal Days.** Personal days not used within the calendar year will be lost. Personal days cannot be carried from one calendar year to the next.
- (h) **Upon Termination.** Upon termination of employment, employees will not be paid for unused personal days.

Section 12.11 Family and Medical Leave .

- (a) **Purpose and Eligibility.** Family and Medical Leave, as specified in federal law (Family and Medical Leave Act of 1993), is available to eligible employees who wish to take time off from work duties to attend to the personal circumstances as outlined in the law. Employees are eligible to take family and medical leave if they have worked a minimum of 1250 hours in the preceding 12-month period before leave is requested. The County has a separate Family and Medical Leave Policy which is provided to employees.

ARTICLE 13
RECOGNIZED HOLIDAYS

Section 13.0 Recognized Holidays .

- (a) Time off with pay shall be allowed for those holidays recognized under this Agreement. All employees shall be paid at their straight time regular rate of pay, exclusive of all premiums, for each of the recognized holidays, based on their regularly scheduled day. Should a holiday fall on a Saturday, then the Friday before the holiday will be celebrated in lieu of such holiday. Should a holiday fall on a Sunday, then Monday or the first (1st) day of the workweek may be celebrated in lieu of such holiday.

- (b) The following holidays shall be recognized:

New Years' Day	January 1
Martin Luther King Day	the 3 rd Monday in January
President's Day	the 3 rd Monday in February
Good Friday	
Memorial Day	the last Monday in May
Independence Day	July 4 th
Labor Day	the 1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	the 4 th Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Section 13.1 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- (a) The employee must work the Employer's last regularly scheduled day before and the first (1st) regularly scheduled day after the holiday or present medical documentation satisfactory to the Judge.
- (b) The employee must not be on layoff or leave of absence.
- (c) The employee must not be suspended for disciplinary reasons.
- (d) An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay.
- (e) Holidays falling within an employee's vacation period shall be paid, provided the employee is otherwise eligible, but no additional time off shall be allowed.

Section 13.2 Worked Holidays. Employees may, at the Judge's discretion, be required to work on any of the recognized holidays. Employees who are required to work on holidays shall, at the Judge's discretion, either: (1) be paid their straight time regular rate of pay for all hours actually worked on the holiday in addition to holiday pay or (2) be paid their holiday pay and be given compensatory time off at their straight time regular rate of pay equivalent to the hours actually worked on the holiday. If an employee is unable to use such compensatory time off within six (6) months from the date it was earned due to work schedules, he will then be paid his straight time regular rate of pay for all hours actually worked on the holiday.

ARTICLE 14 **VACATIONS**

Section 14.0 Vacation Eligibility.

- (a) The amount of vacation leave employees accrue each year varies with the employee's date of hire and length of employment. The following accrual schedules assume a thirty-seven and a half (37 ½) hour work week.
- (b) For employees hired prior to January 1, 2011, eligible full-time employees shall accrue paid vacations in accordance with the following schedule.

<u>Length of Employment</u>	<u>Vacation</u>
First year of service	5 days or 1.44 hours per pay period
Second year of service	10 days or 2.88 hours per pay period
After 2 years of service	10 days or 2.88 hours per pay period
After 6 years of service	15 days or 4.33 hours per pay period
After 11 years of service	16 days or 4.62 hours per pay period
After 12 years of service	17 days or 4.90 hours per pay period
After 13 years of service	18 days or 5.19 hours per pay period
After 14 years of service	19 days or 5.48 hours per pay period
After 15 years of service	20 days or 5.77 hours per pay period
After 20 years of service	22 days or 6.35 hours per pay period
After 25 years of service	25 days or 7.22 hours per pay period

- (c) For Employer hired on or after January 1, 2011, eligible full-time employees shall accrue paid vacation in accordance with the following schedule.

<u>Continuous Service</u>	<u>Vacation</u>
1 st year of service	5 days or 1.44 hours per pay period
After 2 years of service	10 days or 2.88 hours per pay period
After 10 years of service	15 days or 4.33 hours per pay period
After 15 years of service	20 days or 5.77 hours per pay period

- (d) **Start of accrual.** Employees begin to accrue vacation leave from the date of employment.
- (e) Employees who are on a leave without pay do not accrue vacation leave until they are returned to service.
- (f) **Maximum Accrual.** Employees may accrue vacation leave up to a maximum of 240 hours. Once an employee has accrued the maximum, no additional vacation leave will be accrued until the employee has used vacation leave to reduce their total below the maximum.

Section 14.1 Vacation Scheduling

- (a) Earned vacation leave is available for use at the end of the probation period.
- (b) Employees may schedule time off for their vacation, provided that, in the opinion of the employee's supervisor, such time off does not

unreasonably interfere with the efficient operation of the Court or Office of the Friend of the Court and their obligations to the public generally.

- (c) Whenever possible, vacations shall be requested in writing a minimum of thirty (30) days in advance of the first date of the proposed vacation.
1. In no event will requests be approved which would reduce the staffing levels below 50% of the total number of full-time Friend of the Court employees. Minimum staffing requirements for supervisory, enforcement, financial and clerical employees shall be defined as 50% of the staff for each of these category designations.
 2. Where more than one employee desires time off for vacation at the same time the employee's supervisor shall determine which requests shall be approved.
- (d) The Employer will respond within two (2) weeks of an employee's request for vacation use with the exception of:
1. Determinations on vacation leave for the following high volume request weeks will not be considered for approval prior to the following respective dates:

Memorial Day week	February 1
July 4 th week	March 1
Christmas break week	September 1
 2. The Employer will respond no later than two (2) weeks following the above dates.
- (e) Vacation leave may be utilized in increments of workdays or minimum increments of one quarter (1/4) hour.

- (f) Although vacation leave may carry over from year to year, the maximum or cap of 240 hours shall apply.

Section 14.2 Benefit of Separation . On separation from employment, an employee shall be paid for his earned but unused vacation.

ARTICLE 15 **INSURANCE**

Section 15.0 Hospitalization Insurance .

A. Basic Health Care Plan.

1. **Employees Hired Prior to January 1, 2011.** During the term of this Agreement, the Employer agrees to provide for each full-time employee hired before January 1, 2011 who has completed thirty (30) calendar days of employment with the Employer, the Employer's Basic Health Care Plan to include dependent coverage, which plan shall include the CB PPO III(17) including and subject to the following:
 - a. \$10.00 / \$40.00 prescription drug co-pay (for all plans including all options for all years 2011, 2012, and 2013);
 - b. \$20.00 office visit co-pay;
 - c. Deductible of \$250.00 for single / \$500 for 2-person and full family per plan year;
 - d. 80% / 20% co-pay with the maximum amount the employee shall pay out of pocket annually shall be \$1,000.00 single / \$2,000.00 for 2-person and full family, in addition to whatever amount the employee pays under the deductible;
 - e. **Wellness Program.**
 - (1) During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained.

(2) Beginning in the 2013 contract year, the use of the member measurements column will be introduced. Management will absorb the cost of measurement testing as required in the member measurement column.

f. The employee premiums for the CB PPO III(17) (basic) plan are:

	Single Subscriber	2-Person	Full Family
2011	\$0.00	\$0.00	\$0.00

2012 Wellness	\$0.00	\$0.00	\$0.00
Without Wellness	\$18.96	\$30.36	\$50.36

2013 Wellness	\$0.00	\$0.00	\$0.00
Without Wellness	\$22.96	\$32.36	\$56.36

g. Options. The CB PPO I(16) (with \$250 / \$500 deductible) is offered as an option for employees hired before January 1, 2011:

1. \$10.00 / \$40.00 prescription drug co-pay (for all plans including all options for all years 2011, 2012, and 2013);
2. \$20.00 office visit co-pay;

3. Deductible of \$250.00 for single / \$500 for 2-person and full family per plan year;

4. Wellness Program.

(1) During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained.

(2) Beginning in the 2013 contract year, the use of the member measurements column will be introduced. Management will absorb the cost of measurement testing as required in the member measurement column.

5. The employee premiums for the CB PPO III(16) (option) plan are:

	Single Subscriber	2-Person	Full Family
2011	\$41.96	\$89.36	\$108.45

	Single Subscriber	2-Person	Full Family
2012 Wellness	\$45.96	\$94.36	\$116.45
Without Wellness	\$60.96	\$124.36	\$178.36

	Single Subscriber	2-Person	Full Family
2013 Wellness	\$48.96	\$98.36	\$125.45
Without Wellness	\$72.96	\$134.36	\$192.36

2. Employees Hired After January 1, 2011. During the term of this Agreement the Employer agrees to provide for each full-time employee hired after January 1, 2011, who has completed thirty (30) calendar days of employment with the Employer, the Employer's Basic Health Care Plan to include dependent coverage, which Plan shall include the CB 14 including and subject to the following:

- a. \$10.00 / \$40.00/\$60.00 prescription drug co-pay (for all plans including all options for all years 2011, 2012, and 2013);
- b. \$30.00 office visit co-pay; \$30 co-pay for chiropractic care limited to 12 visits per year; \$30 for urgent care; \$150 for emergency room visits.
- c. Deductible of \$1,000.00 for single / \$2,000 for 2-person and full family per plan year;
- d. 80% / 20% co-pay with the maximum amount the employee shall pay out of pocket annually shall be \$2,000.00 single / \$4,000.00 for 2-person and full family, in addition to whatever amount the employee pays under the deductible;
- e. Wellness Program.
 - (1) During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained.
 - (2) Beginning in the 2013 contract year, the use of the member measurements column will be introduced. Management will absorb the cost of measurement testing as required in the member measurement column.
- f. The employee premiums for the CB PPO III(14) (basic) plan are:

2011	\$0.00	\$0.00	\$0.00
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	Single Subscriber	2-Person	Full Family
2012 Wellness	\$0.00	\$0.00	\$0.00
Without Wellness	\$18.96	\$30.36	\$50.36

	Single Subscriber	2-Person	Full Family
2013 Wellness	\$0.00	\$0.00	\$0.00
Without Wellness	\$22.96	\$32.36	\$56.36

B. The preventative care maintenance (PCM) shall be \$750.00 annually for all plans.

C. Premium Increases for all Plans.

1. 2011 - In 2011 the Employer shall absorb a +10% cost increase over the 2010 premium cost. Any 2011 premium cost increase which exceeds 10% up to 14% of the 2010 cost shall be split between the Employer and the employee 50/50.
2. 2012 - In 2012 the Employer shall absorb a +10% cost increase over the 2011 premium cost. Any 2012 premium cost increase which exceeds 10% up to 15% of the 2011 cost shall be split between the Employer and the employee 50/50.

3. 2013 - In 2013 the Employer shall absorb a +10% cost increase over the 2012 premium cost. Any 2013 premium cost increase which exceeds 10% up to 16 % of the 2012 cost shall be split between the Employer and the employee 50/50.
- D. Traditional Plan Option. The employee shall have the option to enroll in the Traditional Blue Cross Plan if the employee pays the full difference in cost by payroll withholding and the plan is available from the insurer.
- E. Family Continuation. The cost of family continuation shall be paid by the employee regardless of the plan selected by the employee.
- F. Sponsored Dependents. The cost of sponsored dependents coverage shall be paid by the employee regardless of the plan selected by the employee.
- G. Applicable insurance premium cost sharing shall be withheld in the first two payrolls each month.
- H. Cash in Lieu of Option. Employees who are insured through another source may opt out of participation in insurance from the Employer.
 1. The Employer agrees to pay each employee who has opted out of the health insurance the amount of One Thousand Dollars (\$1,000) at the end of each calendar quarter in which he/she has opted out, up to an amount not to exceed Four Thousand Dollars (\$4,000.00) on an annual basis for 2011, One Thousand One Hundred Twenty-Five Dollars (\$1,125.00) at the end of each calendar quarter in which he/she has opted out, up to an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) on an annual basis for 2012, and One Thousand Two Hundred Fifty Dollars (\$1,250.00) at the end of each calendar quarter in which he/she has opted out, up to an amount not to exceed Five Thousand Dollars (\$5,000.00) on an annual basis for 2013, unless a greater amount is approved by the Board of Commissioners.
- I. Re-entry or re-enrollment into the health insurance plan will be permitted to the extent allowed by the health insurer.
- J. Spousal Coordination. Where the spouse of a Branch County employee has health insurance coverage available to the Branch employee comparable in coverage and cost to the Branch Plan, the Branch

employee must opt for coverage under the spouse's plan and exercise the cash-in-lieu of option as set forth in Section H1 above.

Section 15.1 Dental Insurance . As a fringe benefit, Employer shall furnish to employees a policy of dental insurance, which policy shall be the same as that now in effect, which the parties understand to be Blue Cross–Blue Shield Class I and Class II benefits, including rider CR-50-50, rider MBL-800, and dependent coverage, but excluding Class III and orthodontic benefits. In the alternative, Employer may furnish to all employees such other policy of dental insurance as is requested in writing by a majority of the employees and which does not exceed in total cost that of the above-specified dental insurance.

Section 15.2 Sickness and Accident Insurance .

- (a) As soon after execution of this Agreement as possible, the Employer shall provide and pay the cost of a sickness and accident insurance program covering employees with six (6) months or more seniority who occupy a classification covered by this Agreement. This insurance program shall provide only weekly indemnity payments.
- (b) **Weekly Indemnity Payments.** Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of seventy (70%) percent of the employee's gross regular weekly wage rate up to a maximum of Two Hundred Seventy Dollars (\$270.00). This benefit shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization, or from the sixty-first (61st) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability. Employees are not eligible for this benefit for any disability for which they may be entitled to indemnity compensation paid under a retirement plan, the Social Security Act, or any Worker's Compensation Act. Further, any salary payments made under a continuation plan, such as sick leave, provided for in this Agreement shall be reduced by the amount of benefits received pursuant to this Section.
 - 1. The Employer may provide a shorter elimination period than that required by the Contract in its sole discretion.

Section 15.3 Continuation of Benefits . There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retired or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or termination occurred.

Section 15.4 Selection of Insurance Carrier . The Employer reserves the right to select or change the insurance carrier providing the benefits stated in Section 15.0 to be a self-insurer, either partially or wholly, with respect to any such benefits and to select the administrator of such benefits, provided the level of such remains substantially the same.

Section 15.5 Life Insurance . As soon after execution of this Agreement as possible, the Employer shall provide and pay the cost of a term policy of life insurance, providing such coverage for each employee who has completed at least six (6) months of employment, said term life insurance policy to provide a death benefit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) effective January 1, 1995.

Section 15.6 Optical Insurance . During the term of this Agreement, the Employer agrees that the employees shall be entitled to any optical coverage benefits as might be granted in any way to any Courthouse employee or employees, union or non-union during the same term.

ARTICLE 16 **PENSION**

Section 16.0 Retirement .

- A. The Employer agrees to maintain the Branch County Pension Plan for current employees hired before January 1, 2011 and to provide benefits as provided in the Plan Document.
- B. Employees hired on or after January 1, 2011 will have a retirement plan described as a one and one plan, outlined in (3) below.
- C. In summary, the Plan shall provide.
 - (1) A normal retirement benefit after a participant attains age 62 and five (5) years of participation in the Plan; and
 - (2) The normal retirement benefit shall be two (2%) of Average Annual Compensation, multiplied by years of participation in the Plan.

(3) The retirement benefit for employees hired on or after January 1, 2011, shall be the "One Percent (1%) and One Percent (1%) Plan", which shall be a one percent multiplier for a Defined Benefit Plan and one percent Employer contribution to a Defined Contribution Plan.

(2) Participation in the Defined Benefit Plan is mandatory for all employees hired after January 1, 2011. The Defined Benefit Plan shall provide a pension equal to one percent (1%) of the employee's Average Annual compensation multiplied by years of participation in the Plan as provided in the Plan Document. The Employee contribution shall be 3% for the first \$4,800 earned annually and 5% thereafter.

(b) The Defined Contribution Plan is a maximum of one percent Employer contribution to the employee's choice of funds as provided by Employer sponsored defined contribution programs as follows.

Employee Contribution
3% +

Employer Contribution
1%

The total employer contribution to the Defined Contribution Plan shall not exceed 1%.

ARTICLE 17 **COMPENSATION**

Section 17.0 Salary Rates and Classifications . The following salary rates will be placed into effect for each of the classifications listed below effective January 1, 2011, and on the dates indicated:

ATTACHED AT APPENDIX-A

Retroactive pay shall be made to those employees actively employed on the date of ratification (February 8, 2011). No retroactive pay issued until the contract is drafted, approved and executed by both parties.

2011 0% increase + full time employees hired on or after January 1, 2011 will be compensated at **70%** of applicable grade level pay for 2011.

2012 1.5% increase + full time employees hired on or after January 1, 2011 will be compensated at **75** of applicable grade level pay for 2012.

2013 2.0% increase + full time employees hired on or after January 1, 2011 will be compensated at **80%** of applicable grade level pay for 2013.

Section 17.1 Salary Grade Advancement .

(a) Each new employee covered by this Agreement shall be hired at the Start Step of the salary range applicable to the classification. Thereafter, the employee shall advance on the salary schedule in accordance with his length of service in the classification.

- (1) **Credit on Salary Scale.** Newly hired employees who have worked for the County of Branch or its Courts may be credited with their prior service for salary and fringe purposes only.

(b) **Reclassification.** The Employer reserves the right to reclassify employees covered by this Agreement to a higher classification. Should an employee be so reclassified, commencing the first (1st) full pay period following such classification advancement, he will be paid initially at the earliest step in the classification to which he is advanced which will result in a pay increase. He shall thereafter advance on the new pay scale in accordance with his length of service in the new classification.

- (1) For purposes of the general reclassification effective March 1, 1999, all employees **hired before** March 1, 1999, and reclassified effective March 1, 1999, will receive future step increases (where eligible) based on the anniversary date of the March 1, 1999, reclassification. If these employees are later placed in a different classification, they will receive step increases based on the anniversary date of their placement in the different classification.
- (2) All employees **hired after** March 1, 1999, will receive future step increased (where eligible) based on their anniversary date of hire, or, if these employees are later placed in a different classification, based on the anniversary date of their placement in the different classification.
- (3) **Reclassification Procedure.** Employees shall participate in the County's annual reclassification process which shall be announced one time per year in the Spring. Either an employee or a supervisor may submit an application for reclassification based on uniform criteria adopted by the Board of Commissioners. At a minimum, the procedure shall include:
 - (a) a written application describing the changes in job duties;
 - (b) a presentation to a committee where the employee may be accompanied by a union representative; and
 - (c) an appeal procedure.

Reclassification decisions will have prospective effect at the outset of the next budget year.

Section 17.2 Longevity .

- (a) **Benefit.** All full time employees who are actively employed on their anniversary date of hire each year and who have completed a minimum of five (5) years' full time employment with the Employer shall receive longevity benefits in accordance with the following schedules:

- (b) For eligible full-time employees hired before January 1, 2011, the longevity scale will be as follows:

Years of Full Time Service	Benefit Amount
5 Years	\$125.00
6 Years	\$150.00
7 Years	\$175.00
8 Years	\$200.00
9 Years	\$225.00
10 Years	\$250.00
11 Years	\$275.00
12 Years	\$300.00
13 Years	\$325.00
14 Years	\$350.00
15 Years	\$375.00
16 Years	\$400.00
17 Years	\$425.00
18 Years	\$450.00
19 Years	\$475.00
20 Years	\$500.00

- (c) For eligible full-time employees hired on or after January 1, 2011, the longevity scale will be as follows (applies only to years specified).

Years of Full Time Service	Benefit Amount
5 Years	\$100
8 Years	\$200
12 Years	\$300
18 Years	\$500
22 Years	\$800
28 Years	\$1000
32 Years	\$1500

- (d) **Payments.** Longevity benefits shall be paid to eligible employees in a separate pay check on the Employer's first (1st) payroll period following the employee's anniversary date of hire each year.
- (e) **Longevity Retention.** Employees on leaves of absence, including disciplinary layoffs, shall retain all time earned toward the payment of longevity payments provided for by this Agreement but shall not accrue any additional time or receive such longevity payments during such absences.

Section 17.3. Education/Degree Stipend.

- (a) For eligible full-time employees hired on or after January 1, 2011, the following education/degree stipend will be paid in December of the year in which an employee submits evidence in the form of a transcript or diploma satisfactory to the Employer. The stipend will be paid following attainment of the degree only in those years of service with Branch County as specified:

Education Compensation

<u>Year of Service</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
<u>With Branch County</u>			
One	\$200	\$500	\$1000
Five	\$250	\$600	\$1200
Ten	\$400	\$800	\$1500
Fifteen	\$500	\$1000	\$1800
Twenty	\$800	\$1500	\$2200
Twenty-five	\$1000	\$1800	\$2500
Thirty	\$1200	\$2000	\$3000

- (b) The education compensation will go away as a new hire reaches the top of the grow in wage scale.

- (c) An employee will not be eligible to receive multiple payments for multiple degrees in one year. The employee will receive the stipend for the highest degree reached in any given year.

Section 17.4. Furlough Days. The union agrees to a letter of understanding regarding furlough days each year for the duration of the contract as needed. For any furlough days agreed upon in a letter of understanding for 2011, employees will have the option to use accrued vacation time in lieu of unpaid furlough time. The use of accrued vacation time in lieu of unpaid furlough days for subsequent years (2012 and 2013) will be re-evaluated at the time of drafting letters of understanding for those years. This will be coordinated with the courts for adequate coverage and scheduling.

ARTICLE 18 **REIMBURSEMENTS**

Section 18.0. Mileage Reimbursement . An employee who uses his or her car in the performance of their employment duties shall be paid for each mile that the automobile is so used at the rate established each year by the Federal Standard Mileage Rate.

Section 18.1 Tuition Reimbursement . Upon approval of the Judge, the Employer shall pay for tuition for employees who have at least one (1) year of continuous service with the Court for taking courses relating to their employment, provided that such courses are not otherwise funded by a Federal or State grant or program. All courses must be approved in writing by the Judge as pertinent to the employee's work. Reimbursement will be made upon proof of expenditures and certification that the course has been successfully completed. Approval of a particular course or the taking of a course by a particular employee shall not be automatic and is a matter reserved solely to the discretion of the Judge.

If tuition or other course fees and costs are reimbursed by the Employer, seventy-five percent (75%) of such fees and costs shall be repair by the employee if he leaves employment in less than twelve (12) months or fifty percent (50%) if more than twelve (12) months, but less than twenty-four (24) months; provided, however, that tuition, registration, or other course fees of One Hundred Dollars (\$100.00) or less shall be exempt from this requirement.

ARTICLE 19 **MISCELLANEOUS**

Section 19.0 Captions . The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 19.1 Effective Date of Agreement . No provision of this Agreement shall go into effect earlier than the date upon which this Agreement is executed unless specifically provided to the contrary by one of the Sections of this Agreement or a Letter of Understanding executed between the parties.

Section 19.2 Gender . The masculine pronoun, whenever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 19.3 Separability . Any part of this Agreement which shall be held invalid or in conflict with applicable State or Federal law by a court of competent jurisdiction shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 19.4 Payroll Deduction Plan. **Employees may use the payroll deduction** plan for the purpose of buying Bonds, and/or having money deposited in a credit union.

Section 19.5 Mandatory criminal Background Checks for FOC employees.
The Friend of the Court has a State contractual mandate that requires a criminal history background check be conducted on all prospective and existing Friend of the Court employees. In that regard the 15th Judicial Circuit Court has established a policy in compliance with this contractual mandate and to secure basic safeguards for the creation of a safe environment for those individuals who use or provide Friend of the Court services, as well as to maintain the integrity of the judiciary.

- a. As a condition of their employment, all employees of the FOC who are covered by this Agreement must provide authorization for a criminal history background check and central registry inquiry to be performed. These authorizations must include the individual's first, middle, and last names, last name, gender, month of birth, day of birth, year of birth and any aliases or former names.
- b. Failure or refusal to agree to a background check or to provide authorization for a central registry check or provide a DHS 1910 response when requested shall automatically result in the termination of the employee from his or her position in the 15th Judicial Circuit Court Friend of the Court office.

- c. If a positive response is returned to the Friend of the Court, the court will allow the employee to respond and it will determine whether the offense increases the risk of safety to a party, child, or court employee. If it finds the offense does not cause concern about the individual's employment fitness, the court can take action commensurate with the nature of the offense.
- d. All documents generated through the background check will be retained as a part of the employee record.
- e. All direct employees of the Friend of the Court who are covered by this Agreement shall notify the office director and the employee's immediate supervisor, if, while they are employed by the court, he or she is charged with and/or convicted of a criminal offense (misdemeanor or felony).

ARTICLE 20 **SCOPE OF AGREEMENT**

Section 20.0 Waive Clause . It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

ARTICLE 21 **ZIPPER CLAUSE**

Section 21.0 The parties acknowledge that during the negotiations which resulted in this Agreement each had 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the

time they negotiated or signed this Agreement.

ARTICLE 22 DURATION

Section 22.0 Termination . This Agreement shall remain in force until December 31, 2013, 11:59 p.m. Employer and employee shall, no earlier than sixty days prior to expiration or November 1, 2013, commence negotiations for a new collective bargaining agreement to replace this Agreement when it expires.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of February, 2011.

**FIFTEENTH CIRCUIT COURT
FOR THE COUNTY OF BRANCH**

**LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION**

Hon. William P. O'Grady

Christine A. Fahl

**APPENDIX A
WAGE SCALES**

**Effective January 1, 2011
Hired before January 1, 2011
+0% on base rate**

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$14.18	\$14.51	\$14.81	\$15.49	\$16.25	\$16.95	\$17.73
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$15.34	\$15.67	\$15.97	\$16.74	\$17.51	\$18.32	\$19.15
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT							
			\$16.54	\$16.89	\$17.30	\$18.10	\$18.89	\$19.76	\$20.68

**Effective January 1, 2012
Hired before January 1, 2011
+1.5% on base rate**

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$14.39	\$14.73	\$15.03	\$15.72	\$16.49	\$17.20	\$18.00
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$15.57	\$15.91	\$16.21	\$16.99	\$17.77	\$18.59	\$19.44
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT	\$16.79	\$17.14	\$17.56	\$18.37	\$19.17	\$20.06	\$20.99

Effective January 1, 2013
Hired before January 1, 2011
+2.0% on base rate

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$14.68	\$15.02	\$15.33	\$16.03	\$16.82	\$17.54	\$18.36
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$15.88	\$16.23	\$16.53	\$17.33	\$18.13	\$18.96	\$19.83
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT	\$17.13	\$17.48	\$17.91	\$18.74	\$19.55	\$20.46	\$21.41

Effective January 1, 2011
Hired after January 1, 2011
+0% on base rate

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$9.93	\$10.16	\$10.37	\$10.84	\$11.38	\$11.87	\$12.41
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$10.74	\$10.97	\$11.18	\$11.72	\$12.26	\$12.82	\$13.41
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT							
			\$11.58	\$11.82	\$12.11	\$12.67	\$13.22	\$13.83	\$14.48

Effective January 1, 2012
Hired after January 1, 2011
+1.5% on base rate

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$10.79	\$11.05	\$11.27	\$11.79	\$12.37	\$12.90	\$13.50
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$11.68	\$11.93	\$12.16	\$12.74	\$13.33	\$13.94	\$14.58
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT	\$12.59	\$12.86	\$13.17	\$13.78	\$14.38	\$15.05	\$15.74

Effective January 1, 2013
Hired after January 1, 2011
+2.0% on base rate

LEVEL	POSITION	DEPARTMENT	HIRE	6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
6	ACCOUNT CLERK	FRIEND OF THE COURT	\$11.74	\$12.02	\$12.26	\$12.82	\$13.46	\$14.03	\$14.69
	ENFORCEMENT CLERK	FRIEND OF THE COURT							
	SECRETARY	FRIEND OF THE COURT							
7	OPEN	FRIEND OF THE COURT	\$12.70	\$12.98	\$13.22	\$13.86	\$14.50	\$15.17	\$15.86
8	ENFORCEMENT OFFICER	FRIEND OF THE COURT	\$13.70	\$13.98	\$14.33	\$14.99	\$15.64	\$16.37	\$17.13