

**FINAL**

**AGREEMENT BETWEEN THE  
64A DISTRICT COURT,  
THE COUNTY OF IONIA  
and  
LOCAL 517M, SERVICE EMPLOYEES  
INTERNATIONAL UNION**

**January 1, 2013, through December 31, 2014**



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## **AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and effective the 1st day of January, 2013, by and between the 64A District Court, Ionia, Michigan and the County of Ionia (hereinafter called the "Employer") and Local 517M, Services Employees International Union (hereinafter called the "Union").

### **RECOGNITION**

**Section 1.0 - Collective Bargaining Unit** - Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, and Act 379 of the Public Acts of 1965, the Employer recognizes the Union as sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all employees of the Employer included in the bargaining unit described below as defined exclusively by the terms of this agreement.

All full-time and regular part time employees employed by the 64A District Court, but excluding probation officers, magistrate, court administrator, secretary/recorder, temporary and irregular part time employees.

### **DEFINITIONS**

**Section 1.1 - Definitions** - The terms "employee" and "employees" when used in this Agreement shall refer to and include only those regular full time and part time employees who are employed by the Employer in the collective bargaining units set forth in Section 1.0. For the purpose of this Agreement, the following definitions are applicable:

- a) Regular Full Time Employee - A regular full time employee is an employee who is working the official workweek on a regular schedule on a non-temporary basis.
- b) Regular Part Time Employee - A regular part time employee is an employee who is working at least 60 hours per pay period but less than 75 hours on a regular schedule on a non-temporary basis.
- (c) Administrator - An administrator is any person with authority to hire, transfer, lay off, 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.
- (d) Employer - "Employer" shall mean the County of Ionia and the 64A District Court. The definition of the term "Employer" contained in this agreement is for the sole purpose of defining rights and responsibilities under this Agreement, subject to applicable statutes, case law, and Supreme Court administrative orders.

- (e) Time Computation - For computation of days, the day of the act after which the designated period of time begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or court holiday; in that event, the period runs until the end of the next day that is not a Saturday, Sunday or court holiday.

## **REPRESENTATION**

**Section 2.0 - Collective Bargaining Committee** - The Employer hereby agrees to recognize a Collective Bargaining Committee consisting of a total of two (2) employees. It shall be the function of the Committee to meet with representatives of the Employer for the purpose of contract negotiations. Employee members of the Collective Bargaining Committee shall be compensated at their straight-time regular rate of pay for all time actually lost from work during an employee's normal working day during collective bargaining negotiations with the Employer. One (1) additional employee may participate on the Collective Bargaining Committee when negotiations are conducted outside of normal business hours.

### **Section 2.1 - Grievance Committeepersons**

- (a) The Employer hereby agrees to recognize a total of two (2) Grievance Committeepersons to act as grievance representatives under this Agreement, one of which shall be designated by the union as the grievance chairperson. It shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this agreement.
- (b) The Union agrees that the Grievance Committeepersons will continue to perform their regularly assigned duties and that their responsibilities as a Grievance Committeeperson will not be used to avoid those duties. They shall act in a manner which will not disrupt or interfere with the normal function of the employer. If it is necessary for a Grievance Committeeperson to temporarily leave his/her assignment to process a grievance, he/she shall first request permission of the administrator. In the event it is necessary for a Grievance Committeeperson to remain on his/her job after a request to handle a grievance is made, the Grievance Committeeperson shall be relieved to perform his/her representative duties as within a twenty-four (24) hour period; both parties to this agreement recognize a rule of reason must apply in this regard.
- (c) All Grievance Committee persons shall be expected to record all time spent performing their functions under this agreement on the form designated by the employer and shall report to the administrator upon return to their regularly assigned duties.
- (d) The employer agrees to compensate the employee at their straight-time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure.



**Section 2.2 - Identification of the Union Representative** -The Union will furnish the employer, in writing, the names of its Grievance Chairperson and members of its Collective Bargaining Committee and all other 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.

**Section 3.0 - Union Security** - As a condition of continued employment, all employees included in the collective bargaining unit as set forth in Section 1.0 shall, thirty (30) days after the beginning of their employment with the employer or thirty (30) days following the execution date of this agreement, whichever is later, either become members of the Union or pay to the Union the periodic monthly dues and initiation fees uniformly required of all union members or, in the alternative, pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of union members.

**Section 3.1 - Payroll Deduction for Union Dues and Service Fees**

- (a) During the term of this Agreement, the employer agrees to deduct or cause to be deducted periodic Union membership dues and initiation fees uniformly levied in accordance with the Constitution and By-laws of the Union or a service fee equivalent to the periodic monthly dues required of Union members covered by this Agreement who executes and files with the Finance Department a proper check-off authorization form.
- (b) Individual authorization forms shall be furnished by the Union and, when executed, filed by it with the Finance Department.
- (c) A properly executed copy of the written check-off authorization form for each employee for whom Union membership dues and initiation fees or the service fee equivalent to periodic monthly dues are to be deducted shall be delivered to the Finance Department before any Payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization form which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union.
- (d) All authorizations filed with the Finance Department prior to the 15th of the month shall become effective the first pay period of the following month, provided the employee has sufficient net earnings to cover the Union dues, or service fee, whichever is applicable. Monthly Union dues will be deducted from employee's earnings in equal installments the first and second pay period of the month. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than five (5) days following the first and second pay periods of the month.

- (e) 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 Bylaws, refunds to the employee will be made by the Union.
- (f) The Union shall notify the Finance Department in writing of the proper amount of Union membership dues, initiation fees and the service fee equivalent to periodic monthly union dues and any subsequent changes in such amounts. The Finance Department shall furnish to the Union, with the payment of the deductions, a computer printout or other record of those employees for whom deductions have been made, together with the amount deducted.
- (g) If dispute arises as to whether or not an employee has properly executed or revoked a written check-off authorization form, no further deductions will be made until the matter is resolved.
- (h) The employer shall not be responsible for union membership dues, initiation fees or the service fee equivalent to periodic monthly union dues after an employee's employment relationship with the employer has been terminated, or while the employee is on leave of absence or layoff status.
- (i) The employer shall not be liable to the Union or its members for any membership dues, initiation fees or the service fee equivalent to periodic, monthly union dues once such sums have been remitted to the union.
- (j) The employer's sole obligation under this Section is limited to deduction of dues and initiation fees and, where applicable, service fees. If the employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

**Section 3.2 - Hold Harmless** - The Union, agrees to indemnify, defend and hold harmless the employer and the public officials and officers of Ionia County against any and all claims, legal action or other forms of liability, including but not limited to damages, awards, fines, Court costs and attorney fees that arise out of or by reason of action taken by employer pursuant to Section 3.0 and 3.1.

## **MANAGEMENT RIGHTS**

### **Section 4.0 - Rights**

- (a) Except as this agreement otherwise specifically and expressly provides, the employer, on its own behalf and on behalf of the public it serves, retains the sole and exclusive right to manage and operate all of its operations and activities. Among the right of management, included only by way of illustration and not by way of limitation, is the right to hire; to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to determine the size of

the work force and to increase and decrease the number of employees retained; to establish classification of work and the number of personnel required within each such classification; to determine the nature and number of facilities and departments to be operated and their locations; to determine the location of work assignments; to adopt, modify, change, or alter its budget; to discontinue, combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; 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 lawful, ordinary and customary functions of the judicial arm of government. All such rights are vested exclusively in the employer.

- (b) Except as this Agreement otherwise specifically and expressly provides, the employer shall also have the right for the good of the court to promote, assign, transfer, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violations of such rules; to demote, suspend, discipline and discharge non-probationary employees for just cause; to make judgments as to ability and skill; to determine work load; to establish and change work schedules and hours; and to provide and assign relief personnel.
- (c) The parties recognize the Constitutional, statutory and inherent powers of the Court to manage their affairs, to administer justice and to run the business of the Court. They further recognize the necessity that a Judge be able to maintain confidence in all employees on the staff or closely associated with the Judge.
- (d) The Union hereby agrees that 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.

### **GRIEVANCE PROCEDURE**

**Section 5.0 - 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 5.1 - Grievance Procedure** - All grievances shall be processed in the following manner:

- Step 1. Verbal Procedure. An employee with a complaint shall, within seven (7) working days of the occurrence which gave rise to the complaint or within seven (7) working days of the date the employee first reasonably should have known of the event which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally. The request to meet under this step shall be submitted in writing on a form mutually agreed upon by the Employer and the Union and is attached to this Agreement. If requested, the Steward or Unit Representative may be present. The immediate supervisor will respond verbally within seven (7) working days of the meeting

held under this Step.

- Step 2. **Written Procedure.** If the complaint 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 seven (7) working days following the verbal response, presented to the employee's immediate supervisor. The employee's immediate supervisor shall place his/her written disposition and explanation upon the grievance and return it to the Steward and employee within seven (7) working 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 Chief Judge of the Court within seven (7) working days following receipt of the Employer's written answer in Step 2. Within ten (10) working days after the grievance has been appealed, a meeting shall be held with the grievant and representatives of the Employer and the Union. The Employer's representative shall be the Chief Judge of the Court and/or his/her designees. 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 period, it shall be scheduled for a date mutually convenient to the parties. The Chief Judge of the Court shall place his/her written answer on the grievance within ten (10) working 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 pursuant to state law. The Union may, with the employee's permission and pursuant to state law, examine an employee personnel file to process a grievance, provided a representative of the Employer is present.

**Section 5.2 - Grievance Resolution** - All grievances which are satisfactorily resolved at Step 2 of the Grievance Procedure must be approved in writing by the Chief 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) working 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 5.3 - 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 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 the extension is specified.

**Section 5.4 - Time Computation** - Saturdays, Sundays, and holidays recognized under this agreement shall not be counted under the time procedures established in the Grievance Procedure.

**Section 5.5 - Grievance Form** - The grievance form has been mutually agreed upon by the Employer and the Union and is attached to this Agreement.

**Section 5.6 - 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.

**Section 5.7 - Election of Remedies** - When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided in this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in the contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARBITRATION**

**Section 6.0 - Arbitration Request** - The Union may request arbitration of any unresolved grievance by giving written notice, including telegraphic, of its intent to arbitrate to the Chief Judge within twenty-one (21) 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 maybe 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 6.1 - Selection of Arbitrator** - If a timely request for arbitration is filed by the Union an Arbitrator shall be selected under the American Arbitration Association Rules and Regulations. Fees and expenses of the arbitrator 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 6.2 - Arbitrator's Powers** - The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she 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) working days prior to the time the grievance was first submitted in writing.

### **WORK STOPPAGES**

**Section 7.0 - No Strike Pledge** - The parties to this agreement mutually recognize that the services performed by the employees covered by this agreement are essential to the public health, safety and welfare. Therefore, the union agrees that during the term of this agreement 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, sympathy strike. Nor shall there be any concerted failures by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful and proper performances of their duties, or any acts that interfere in any manner or to any degree with the service of the employer.

**Section 7.1 - Penalty** - Any employee who violates the provisions of Section 7.0 shall be subject to discipline by the employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedures shall be limited to the question of whether the employee did in fact engage in any activity prohibited by Section 7.0.

**Section 7.2 - No Lockout** - During the term of this agreement, the employer, in consideration for the promise on behalf of the union and the employees it represents to refrain from the conduct prohibited by Section 7.0, agrees not to lockout any employees covered by this agreement because of a labor dispute between bargaining unit employees and the employer.

### **SENIORITY**

**Section 8.0 - Definition of Seniority** - For all purposes under this agreement, "total seniority" shall be defined as the length of an employee's continuous service with the employer since the employee's last date of hire. "Classification seniority" shall be defined as the length of an employee's continuous service in his/her current classification commencing with his/her last date of hire in that classification. "Continuous Service" means an employee's uninterrupted service from his/her last date of hire or adjusted forward in accordance with this agreement. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. 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 preference and benefits specifically recited in this agreement and shall be applied only within each separate bargaining unit. The sole purpose of this Section shall be limited to the preferences and benefits specifically recited in this agreement.

**Section 8.1 - Probationary Period** - All new full time employees shall be considered to be on probation and shall have no seniority for the first (1st) three (3) months of employment following

their first (1st) day of work for the respective employers, after which time their seniority shall relate back to their first (1st) date of hire. Until an employee has completed his/her probationary period, he/she 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 set forth in this agreement. There shall be no seniority among probationary employees. A probationary period may be extended up to 60 days by agreement of the parties.

**Section 8.2 - Seniority Accumulation** - All seniority employees covered by this agreement shall continue to accumulate seniority while on approved leaves of absence or layoffs, unless otherwise specifically stated to the contrary in another section of this agreement.

**Section 8.3 - Loss of Seniority** - An employee's seniority and employment relationship with the employer shall automatically terminate for any of the following reasons:

- (a) If he/she quits or retires.
- (b) If he/she is validly terminated or discharged.
- (c) If he/she is absent from work for three (3) consecutive working days, unless an acceptable excuse is presented.
- (d) If he/she fails for three, (3) consecutive working days, to notify the employer that he/she will not be reporting for work, unless the employee is physically or mentally unable to notify the employer.
- (e) If he/she fails to return to work on the required date following an approved leave of absence, vacation or disciplinary layoff unless an acceptable excuse is presented.
- (f) If he/she fails to report for work within ten (10) working days following notification of recall by certified mail, return receipt requested, sent to his last known address.
- (g) If he/she fails to inform the employer within seven (7) calendar days following receipt of notification of recall that he/she intends to return to work for the employer.
- (h) An acceptable excuse as set forth in paragraphs c and e shall be presented to the administrator within 24 hours and are defined as medical emergency, act of God, and/or death of immediate family member.
- (i) If he/she is convicted or pleads guilty or nolo contendere to a felony or an illegal controlled substance misdemeanor.
- (j) If the employee has been on displacement layoff from the Employer for a period of twenty-four (24) months or his/her length of service at the time of layoff, whichever is greater, and

has not been recalled into a bargaining unit position.

**Section 8.4 - Transfer to Non-Bargaining Unit Positions** - If an employee covered by this agreement is, or was in the past, permanently transferred or promoted to a non-bargaining unit position with the employer, he/she shall retain his/her seniority as of the date of the transfer or promotion. The employer reserves the right to determine all conditions, of employment for non-bargaining unit employees, including the right to determine whether or not an employee returns to the bargaining unit. Should an employee be returned to the bargaining unit, his/her seniority shall be reinstated upon the date of his/her return and, he/she shall thereafter begin to accumulate additional seniority again. This article shall not apply if the employee has been in the non-bargaining unit position for more than thirty-six (36) months.

**Section 8.5 - Seniority List** - The Administrator will furnish the union upon request a current seniority list showing the names and job titles of all employees. The seniority list shall be deemed to be correct for all purposes under this agreement unless a grievance has been filed within ten (10) days following the date the list was furnished to the union.

### **MILITARY SERVICE**

**Section 9.0** - The Employer will abide by State and Federal law with regard to members of the bargaining unit who are called to military service.

### **EQUAL OPPORTUNITY**

**Section 10.0 - Equal Opportunity** - It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight or handicap as required by law.

**Section 10.1 - Sexual Harassment** - . The Employer and the Union agree to abide by the Employer's Sexual Harassment Policy in effect for non-union employees.

### **MEMBERSHIP IN PROFESSIONAL ORGANIZATION**

**Section 11.0 - Membership** - Employees are encouraged to join work related professional organizations to develop and improve their professional skills and to keep themselves better informed of the latest trends and developments in their field.

**Section 11.1 - Dues** - Payment of membership dues is subject to the approval of the administrator. Approval will be based on direct work relationship of the organization benefits of the membership, amount of dues and availability of funds.

**Section 11.2 - Professional Organization Meetings and Conferences** - Attendance at meetings, seminars, training sessions and conferences of professional organizations held during regular office



hours requires the prior approval of the administrator. Approval is based upon direct work relationship of the meeting/conference, benefits of attendance, amount of expenses, and availability of funds.

### **PERSONNEL RECORDS**

**Section 12.0** - The Employer shall maintain official personnel records. Access to and the release of information from such records shall be subject to State and Federal Law.

### **CONFLICT OF INTEREST**

**Section 13.0 - Purpose** - 64A District Court employees shall avoid all situations where prejudice, bias or opportunity for personal gain could influence their decisions. Employees shall avoid situations which suggest favoritism or personal gain as the motivating force in their conduct. The objectives of this policy are to maintain an impartial administration of the office and to maintain public confidence in the Judicial Branch. Prior to engaging in any outside employment or business activity, the employee shall notify the Chief Judge and Court Administrator in writing of the name of the employer and nature of the work.

### **CLASSIFICATION AND COMPENSATION**

**Section 14.0 - Pay Period:** The basic pay period for every employee is biweekly and consists of 10 work days beginning on Monday.

- A. Completed pay period: An employee must be paid for all work days to receive credit for a completed biweekly pay period.
- B. Payday: Paydays are normally every other Friday, unless a paid holiday coincides with a payday. In this event, employees will be paid as close to the regular date as possible.

### **WORKING HOURS POLICY FOR EMPLOYEES**

**Section 15.0 - Work Day** - For pay computation purposes, the work day is 7 ½ hours, excluding the lunch period.

**Section 15.1 - Work Week** - The work week begins on Monday and ends on Friday and normally consists of five (5) days; of work in a seven day period (37 ½ hours excluding lunch). When special circumstances exist, employees may work beyond 37 ½ hours per week with prior approval from the Chief Judge or Court Administrator and will be compensated at their straight rate of pay for hours worked up to 40 hours per week. 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 15.2 - Office Hours** - Regular office hours are Monday through Friday from 8:00 A.M. to 5:00 P.M.

**Section 15.3 - Rest Period** - Employees may take one (1) 15 minute rest period before lunch, a one-half (½) to one (1) hour lunch period and one (1) 15 minute rest period after the lunch period.

**Section 15.4** - The time and length of rest and lunch periods will be as determined by the Administrator and may vary with the situations facing a particular department. Beginning and ending flex hours in exception to the normal work week are as determined by the administrator.

**Section 15.5** - An employee may work up to 40 hours per week at the straight time rate, at the discretion of the Court Administrator, when another employee(s) is on medical leave. This provision is subject to the availability of funds allocated to the District Court by the Board of Commissioners.

### **WAGES**

**Section 16.0 - Salary Schedule** - Salaries will be paid in accordance with the Salary Schedule attached hereto and made a part of this Agreement as Exhibit A.

**Section 16.1 - Step Increases** - An employee is advanced from step to step of the salary Schedule based on his length of service in his assigned position from most recent date of hire or otherwise at the discretion of the administrator and grievance chairperson. A newly hired employee shall be placed on the lowest salary step. Unless otherwise agreed by the parties, a District Court employee who is promoted and transfers into this Bargaining Unit, or a Bargaining Unit employee who is promoted, shall be placed on the lowest salary step (based upon the current salary schedule) of his new classification which will afford the employee a pay raise. The term "pay raise" shall mean an increase in the employee's annualized earnings in his new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period of the promotion.

**Section 16.2 - Suspension** - A suspension carries with it loss of pay; no accrual of annual and sick leave during the pay period(s) involved; and no accrual of service credit for purposes of longevity, leave, salary step increases and retirement. An employee may not use annual or sick leave while on suspension.

**Section 16.3 – Alternate Court Recorders** – Bargaining unit employees may volunteer to act as Alternate Court Recorders and shall receive an additional 15 cents per hour while working in that capacity. The Court Administrator shall select up to two volunteers to perform as Alternate Court Recorders.

**Section 16.4 – Trainers** - Employees may be assigned by the Court Administrator to train newly hired or transferred employees. Any employee so assigned shall receive \$2.00 per hour additional

pay for each hour worked as a Trainer. It shall be at the sole discretion of the Court Administrator to schedule training and determine the length of the training period.

### **OVERTIME**

**Section 17.0 - Definition** - Overtime is authorized work required to be performed in excess of 40 hours in a work week. The definition of work shall not include paid vacation time off, holidays, and any earned leave that is taken and paid to the employee.

**Section 17.1 - Authorization** - No overtime will be worked without the advance approval of the Administrator.

### **Section 17.2 - Eligibility for Overtime -**

- A. Non-Exempt: Employees in non-exempt positions as defined by the Federal Fair Labor Standards Act shall be paid for working authorized overtime.
- B. When practical non-exempt employees are allowed a degree of flexibility as to office hours worked and may take time off without using leave to offset additional hours worked, so long as prior arrangements are made with the Administrator. In the absence of additional hours being worked over and above the standard work week, exempt employees are expected to be in attendance and available during regular office hours otherwise leave credits must be used to cover absences from the office during regular office hours. The parties agree that in lieu of payment for overtime, non-exempt employees may be given equal time off within a corresponding 30-day time period.

### **OFFICE CLOSURE**

**Section 18.0** - The Chief Judge is the control point for making determinations regarding the closure of the 64A District Court.

Definition: Severe weather includes, but is not limited to, rain, flooding, snow, ice, sleet, hail, tornadoes, high winds, or blowing and drifting in an amount sufficient to cause unreasonably hazardous visibility or driving conditions.

**Section 18.1 - Administrative Leave** - In any location where offices are closed because of severe weather conditions, loss of utilities, etc., employees will be granted administrative leave with pay equal to the number of hours they were scheduled to work during the period their office was closed. Employees who are required to work will be credited with an amount of annual leave equal to the number of hours worked.

**Section 18.2 - Employees Unable to Get to Work** - Employees may find times when it is impossible for them to get to work due to bad weather, even though their office is open. When their

office is open, employees shall be required to use annual Leave or Personal Leave if it is not possible for them to get to work.

## LEAVES OF ABSENCE

**Section 19.0 - General Provisions Relating to Leaves of Absence** - Employees retain and continue to accumulate seniority while on approved leaves of absence. Leaves of absence are without pay and benefits unless otherwise provided in this Agreement. Leaves of absence are not to be used for the purpose of obtaining, or working at, other employment. An employee who gives a false reason for a leave of absence is subject to discipline, up to and including discharge.

**Section 19.1 - Maternity Leave** - An employee who becomes pregnant will be granted a medical leave of absence for the period of time she is disabled due to pregnancy and birth of child.

**Section 19.2 - Funeral Leave** - Employees will be granted a leave of absence with pay for three (3) normally scheduled working days, following the date of death of a member of their immediate family. "Immediate family" is defined as current spouse, children or stepchildren, brother, sister, parents or foster parents, parents of current spouse, grandparents or grandchildren, or any person for whom the employee is principally responsible for their financial or physical care; for example, guardianship or IRS dependents. An additional two (2) consecutive days leave shall be granted if the member of the immediate family involved 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 19.3 - Jury Duty Leave** - An employee who is summoned and reports for jury duty shall suffer no loss of pay for the actual time necessary to complete the jury assignment. Employees shall return to the court any jury fees, but not travel reimbursement, received for the compensated time. In order to receive payment, an employee must give the Administrator prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for jury duty on the days for which he/she claims such payment. Any employee who is summoned to jury duty and not selected on that day must promptly report to work.

**Section 19.4 - Sick Days** - Days will accumulate on the basis of one (1) days per month, with a maximum of twelve (12) days for the first full year of employment. Sick leave is intended to be used in the event of doctor and/or dentist appointments, personal illness, injury, temporary disability, or exposure to contagious disease endangering others or for illness in the immediate family which necessitates absence from work. As such, use of sick leave by an employee shall be explained by the employee and by such other evidence as the Administrator may require. Paid sick days may be accumulated, not to exceed ninety (90) days, and upon termination pursuant to 8.3(a), the employee will be compensated for 50% of his/her accumulated sick days. Under this provision, no accrued sick days shall be used to extend employee status.

Immediate family is defined as spouse, children and/or stepchildren, or any person for whom the employee is financially responsible. The Employer may require proof that an employee is financially responsible for an individual, for example, guardianship or IRS dependents.

When an employee is away from the job because of illness or injury for three (3) or more consecutive workdays or exhibits a pattern of absenteeism, the Employer reserves the right to require the employee to obtain medical verification of illness or injury.

Upon an employee's death, fifty percent (50%) of accumulated sick leave will be paid to the employee's estate at the current hourly rate.

**Section 19.5 - Accrual of Benefits During Sick Leave** - Employees using sick days will accrue additional paid sick days until any accrued paid sick days and annual leave benefits have been exhausted. Health and life insurance, and retirement benefits will not be affected until such time as the employee has, or would have, used up all his/her paid sick days and vacation.

**Section 19.6 - Personal Leave Days** - Upon reasonable notice to the Administrator, up to three (3) accrued paid sick days per year may be used as personal days. The Administrator may, in his/her discretion, grant a personal leave of absence for a good cause shown for a period not to exceed thirty (30) days. A personal leave of absence for a longer period, not to exceed six (6) months, must be approved by the Chief Judge. A personal leave of absence must be requested and approved in writing.

**Section 19.7 - Family and Medical Leave Act.** Nothing in this Agreement will be construed to diminish the rights of any employee or the Employer as provided in the Family and Medical Leave Act.

**Section 19.8 – Medical Leave** - Medical leave may be granted upon application for an employee's disability due to illness or injury, subject to the Administrator's right to require proof. An employee may be on medical leave for a period of not more than one year, or the length of his/her seniority at the time the illness or injury began, whichever is less. The Administrator may request, as a condition of continuance of any medical leave, proof of continuing disability. In situations where an employee's physical or mental condition raises a question as to the employee's capability to perform the job, the Administrator may require a medical examination, and if appropriate, require an employee to take a medical leave of absence. Employee should notify the Administrator of any condition which may become disabling when they become aware of the condition. An employee returning to work from a medical leave of absence may be required to present a doctor's certificate that the employee is able to return and perform the required work.

**Section 19.9 – Disability** - The Employer shall provide disability payment for each eligible employee as income protection for employees who have been disabled for at least ninety (90) consecutive days and will pay up to sixty-six percent (66%) of gross pay, for a period of up to one (1)

year. Employees must use sick time (if available) during the 90-day elimination period. This provision will become effective at time of signing of Agreement.

### VACATION

**Section 20.0** - Regular full-time employees will be granted vacation each year according to the following schedule:

| <u>Years of Service</u> | <u>Vacation</u>        |
|-------------------------|------------------------|
| Beginning 1 year        | 3.125 hours, per month |
| 2 through 4 years       | 6.25 hours, per month  |
| 5 through 10 years      | 9.375 hours, per month |
| 11 through 15 years     | 12.5 hours, per month  |
| 16 or more years        | 15 hours, per month    |

Vacation entitlement is determined as of the employee's anniversary date of hire. A day's vacation pay is the amount of money the employee would have earned by working his/her regular straight time hours on the date of the vacation.

Regular part-time employees are entitled to pro-rated vacation benefits.

An employee whose employment with the Judge terminates for any reason will be reimbursed for any earned but unused vacation.

Vacations may be taken any time during the year following the anniversary date, provided that proper application is made and the requested date is approved by the Administrator. No more than seven (7) days earned vacation may be carried over to the following year.

If an employee properly requests vacation and that request is denied by the Employer, the employee may carry over those additional days. This vacation time must be used within the next anniversary year.

In the event of conflict in the requested vacation dates among employees who requested vacation at least thirty (30) days in advance, the most senior employee will be given preference. An employee shall give a twenty-four (24) hour notice when requesting vacation time of less than one (1) week, three (3) work days notice when requesting vacation time of one (1) week, and two (2) weeks notice when requesting more than one week of vacation time.

Upon an employee's death, earned and unused vacation time will be paid to the employee's estate at the current hourly rate.

## **HOLIDAYS**

**Section 21.0** - Regular employees receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday of January)
- President's Day (3rd Monday of February)
- Good Friday (beginning at Noon)
- Memorial Day
- 4th of July
- Labor Day
- Columbus Day (2nd Monday of October)
- Veteran's Day (November 11th)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Employee's birthday, or a floating holiday mutually agreed upon between Administrator and employee.

If the observed holiday falls on a Saturday, it will be observed on the preceding Friday. If the observed holiday falls on Sunday, it will be observed on the following Monday. All holidays will be observed on the day which they fall.

Regular employees will be paid at their regular rate of pay for each observed holiday.

An employee working on a holiday will receive his/her straight time rate for all hours worked, in addition to any holiday pay he/she might be entitled to under this policy.

To qualify for holiday pay, an employee must work all of his/her scheduled hours on the last scheduled day before and the first scheduled day after the holiday, unless excused by the Administrator.

Employees who are laid off or on leave of absence on the date of the holiday will not be entitled to holiday pay.

## **INSURANCE**

**Section 22.0 - Health Insurance** - The Employer shall provide health insurance for employees who are regularly scheduled to work at least thirty (30) hours per week, and their dependents. Former employees of the Employer having fulfilled a minimum of eight (8) years of service working an average of thirty (30) hours per week with the Employer may buy into the Employer coverage, but must do so in writing within thirty (30) days of terminating employment with the County. Former

employees choosing to obtain coverage must pay the required premium to the County Treasurer one month in advance. Such payment due by the tenth (10th) of the month. No billing will be sent and failure to submit the premium will result in termination of coverage. Those former employees presently enrolled who have not met the service requirements may continue coverage by adhering to the premium payment plan. Such insurance is to be provided as follows which shall be effective on or about May 1, 2011 or as soon as administratively possible.

1. HSA Base Plan: \$1,250/\$2,500 deductible or lowest plan allowable by IRS for an HSA, prescriptions fall under the deductible, then \$5/\$25/\$50 with \$1,000/\$2,000 limit.
2. Option 1: \$500/\$1,000 deductible plan with \$5/\$25/\$50 prescriptions, preventive care covered, \$20 office visit and \$150 emergency room visit.
3. Option 2: BCBSM PPO #6 with in/out network service coverage. In-Network: \$250 deductible with 90%/10% co-insurance to an annual maximum amount to be paid of \$1,000 per member for covered services, with a \$5/\$25/\$50 formulary prescription plan.
4. Option 3: BCBSM PPO #1 with 100% inpatient, \$10 office visit co-payments and a \$5/\$25/\$50 formulary prescription plan.

Mail Order Prescriptions for all plans will be 90 days for two months co-pay after deductible, however, if the employer agrees to 90 days for one month co-pay after deductible with any other bargaining unit that provision shall also apply to this bargaining unit.

Plan selections may require an employee contribution which is defined in Section 22.3.

Employees who choose the base health insurance option (the Health Savings Account plan) may elect to cash-in accrued sick time at 50 percent of the employee's rate of pay and/or up to 40 hours of accrued vacation time at 100 percent of the employee's rate of pay. This option may be exercised during the normal open enrollment period and/or during a second period which shall be the first fifteen days of the sixth month following the normal open enrollment period.

These descriptions are intended to be a brief summary of the plans offered, and details are available from the County Human Resources office.

The Employer reserves the right to change carriers and/or coverages as long as the coverage is comparable to what the employees have. The Employer will provide thirty (30) days notification to employees if changing carriers and/or coverages.

**Section 22.1 - Life Insurance** - The Employer pays the cost of premiums for \$30,000.00 group term life insurance for those participants who have not attained the age of 65 (benefits reduced after age of 65) and accidental death and dismemberment insurance equal to the amount of life insurance in effect at the time of the loss. Details of the life insurance program may be obtained from the County Human Resources office. This benefit shall be effective on or about January 1, 2001.



**Section 22.2 - Pension** - The Employer provides a pension plan for County employees who elect to participate. The plan is a defined benefit pension plan, which provides for a pension at the employee's normal retirement date (age 65) or for a reduced early retirement pension. Employees who participate contribute 3% of their earnings, and the County contributes an amount as determined by the plan actuaries.

Sign up dates for the pension plan are January 1 and July 1 of each year after meeting the following requirements:

- You are a qualified employee;
- You have completed at least 30 days of service;
- You are not employed on a contract or fee basis;
- You have agreed to make the required contributions.

Details of the pension plan are available in a booklet which may be obtained from the County Human Resources office.

**Section 22.3 - Co-Pay** - Employer will pay 100% of the premium for the HSA Base Plan. An employee who chooses a plan other than the base plan will pay the difference in the illustrative rate for the base plan and the chosen plan.

**Section 22.4 - Longevity** - The Employer has in the past provided longevity benefits to qualified employees. Any employee presently covered by the County's longevity plan shall retain those benefits. Otherwise, the Employer does not provide longevity benefits.

**Section 22.5 - Dental.** An Employee shall pay one-third and the Employer two-thirds (not to exceed \$30.00) of the monthly required premium for a 100/75/75 \$1,000, Ortho 75/\$1,000 dental plan, or a reasonably equivalent alternative plan. The union shall be responsible otherwise for administrative obligations.

**Section 22.6 - Medical Reimbursement.** The Employer will match employee contributions to the Section 125 Medical Reimbursement plan at the rate of \$0.50 per \$1.00 employee contribution up to a maximum employer contribution of \$100 per year. This provision shall become effective at the time of signing of Agreement.

### **VACANCIES AND JOB OPENINGS**

**Section 23.0** - All new jobs and job vacancies within the bargaining unit shall be posted on a specifically designated area of one (1) bulletin board in the building for a period of five (5) days. The notice shall include the following information: Classification, location of work, anticipated starting date, and hours of work. A copy of the notice shall be placed in the Unit Chairperson's designated workstation the same day it is posted.

**Section 23.1** - Any employee filling a vacancy by promotion or transfer may be given up to thirty (30) working days to prove his ability. If unable to perform satisfactorily, he will be returned to his former position without loss of seniority or bias at the former position's rate of pay.

### **LAYOFF AND RECALL**

**Section 24.0 - Layoff and Recall Procedure.** 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 24.1 - 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 seven (7) calendar days following receipt of notification shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

### **DURATION OF AGREEMENT**

**Section 25.0** - This Agreement represents the entire Agreement between the County of Ionia, 64A District Court and the Union and shall remain in full force and effect from January 1, 2013, to December 31, 2014, midnight; and this Agreement shall continue in full force and effect from year-to-year thereafter, unless either Party, hereto shall give the other Party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate or renegotiate the terms of this agreement.

### **SAVINGS CLAUSE**

**Section 26.0** - If a provision of this agreement shall be declared invalid, such invalidity shall not impair the validity or enforceability of the remaining provisions of this agreement. The parties shall meet to bargain the effects of such changes of the invalid provisions.

### **REOPENING CLAUSE**

**Section 27.0** - The parties hereto agree that this contract may be reopened for additional negotiations of any part hereof when both parties hereto mutually agree that said reopening is necessary.

**WAIVER**

**Section 28.0** - 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 contains 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 rights 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 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.

**SEIU:**

\_\_\_\_\_  
\_\_\_\_\_

**Business Representative:**

\_\_\_\_\_  
Christine Fahl

**64-A District Court:**

\_\_\_\_\_  
Raymond P. Voet

**Ionia County:**

\_\_\_\_\_  
Jack Shattuck

**EXHIBIT A**  
**WAGE SCALES**

**2013**

| <u>Classification</u> | <u>New Hire</u> | <u>1st Year</u> | <u>2nd Year</u> | <u>3rd Year</u> | <u>8th Year</u> |
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 4                     | \$13.25         | \$14.04         | \$14.80         | \$15.54         | \$16.33         |

In 2013, bargaining unit employees shall receive a 1.5% bonus of their base wage. If any other unions, excluding 312 eligible unions, receive any across-the-board bonus higher on their base wages, this unit shall receive the same bonus.

In 2014, there shall be a reopener as to wages only if requested by either party.

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