

**AGREEMENT**

between

**BRANCH COUNTY PROBATE COURT**  
15<sup>th</sup> Circuit Court, Family Division, Juvenile Unit

and

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

Effective: January 1, 2012 – December 31, 2014

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## AGREEMENT

THIS AGREEMENT, entered into this 13th day of September, 2011 and effective the first day of January 2012, by and between the BRANCH COUNTY PROBATE COURT and Family Division, Juvenile Unit, hereinafter referred to as the “Employer” and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the “Union”.

## 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 Branch County Probate Court, including all full time special service coordinators, senior case workers, case workers, deputy juvenile registers, juvenile registers, probate registers and deputy probate registers/court reporters, BUT EXCLUDING all 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 for a minimum of twenty-five (25) hours a week on a regular schedule at a job classified 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 Branch County Probate Court and Juvenile Unit of the Family Division, of the 15<sup>th</sup> Circuit Court, Branch County, Michigan.

**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.

## **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.

## **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 and 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 checkoff 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 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 (15<sup>th</sup>) of the month shall become effective the first (1<sup>st</sup>) 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 (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following the filing of authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15<sup>th</sup>) 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 deductions 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 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.

## **MANAGEMENT RIGHTS**

### **Section 4.0. Rights.**

(a) 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 Procedures established in this Agreement.

(b) 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 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 right 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.

(c) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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.

#### **Section 4.1 Furlough Days**

The parties agree 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 2012, employees will have the option to use accrued vacation time and or personal time in lieu of unpaid furlough time. The use of accrued vacation time in lieu of unpaid furlough days for subsequent years (2013 and 2014) 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.

### **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 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 586. 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.

**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 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 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 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. 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 5.4. Time Computation.** Saturday, 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. Lost Time.** The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled working hours while processing a grievance, provided, however, the Employer reserves the right to revoke this benefit and provided further that 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 5.7. 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.

## **DISCIPLINE**

**Section 6.0. Discipline.** 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 Branch County Probate Court is responsible for the fair, impartial, and swift administration of the system of justice for all cases coming within its jurisdiction. 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 be final, as modified only by the Grievance Procedure contained herein, and shall not be subject to review by any other Court or agency.

**Section 6.1. 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.

## **STRIKES AND ILLEGAL ACTIVITIES**

**Section 7.0. 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 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.

**Section 7.2. 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 7.0 by notifying the employees it represents and the general public, in writing, that it disavows such action.

**Section 7.3. Further Sanctions.** If Section 7.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 7.1 and any other legal remedies the Employer may possess, to obtain injunctive relief.

**Section 7.4. No Lockout.** During the life 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 lock out 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.** Seniority shall be defined as the length of continuous service with the Branch County Probate Court 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 8.1. Probationary Period.** All new employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment following their first day of work for the Branch County Probate Court 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 Procedure.

**Section 8.2. 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.
- (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 on his employment application or on an application for a leave of absence;
- (i) If the Employer's operations are permanently discontinued.

**Section 8.3. 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 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 8.4. 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 8.5. Seniority and Benefit Accumulation.** Seniority shall continue to accrue, and all fringe benefits shall remain in full force and effect, during any paid leave of absence. Seniority shall not accrue, nor shall any fringe benefit, apart from accrued pension rights, remain in force and effect during any unpaid leave of absence, without the prior express written authorization of the Branch County Probate Court and Juvenile Unit.

## **LAYOFF AND RECALL**

**Section 9.0. 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 9.1. 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.

## HOURS OF WORK

**Section 10.0. Workweek.** The normal workweek of the Court employees shall be forty (40) hours per week. This section shall not be construed as a guaranty of any number of hours per week or per day.

**Section 10.1. 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. The Judge of Probate may require any employee not to work in excess of thirty-five (35) hours in any one work week, by, upon reasonable advance notice, instructing said employee to cease working or, upon reasonable advance notice, by instructing said employee not to report for work further in such a week.

### **Section 10.2. Premium Pay.**

(a) An employee shall receive pay at the rate of one and one-half ( 1 ½) times the employee's hourly rate of pay for all hours actually worked in excess of eighty (80) hours in any one pay period.

(b) A pay period is that fourteen (14) day period upon which the County of Branch calculates pay and pays wages.

(c) 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 premium pay provided by this section.

(d) There shall be no duplication or pyramiding of premium pay.

(e) For premium pay purposes, five (5) hours of "on call" status as further defined hereinafter shall count as one (1) hour "actually worked" to determine the amount of premium pay in accord with sub-section (a) hereof.

## LEAVES OF ABSENCE

**Section 11.0. 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 11.1. 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 11.2. 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 11.3. 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 this 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 meetings 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 11.4. 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 11.5. Sick Leave.** Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Upon completion of his probationary period, each full time employee shall be credited with twelve (12) days of sick leave and will thereafter accumulate sick leave at the rate of

one (1) day for each full month of employment, exclusive of leaves of absence, unless otherwise specifically provided to the contrary.

(b) Unused paid sick leave credits may accumulate up to a maximum of sixty (60) working days.

(c) Sick leave shall be granted when it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duties because of illness or injury. Accrued sick leave may be utilized for the purpose of attending appointments with medical doctors.

(d) All sick leave used shall be supported by a written verification signed by the Employee and the Judge or his designee and submitted to the payroll office with the current time sheets. The Employer may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is a reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

(e) Upon separation, death or retirement of an employee, the employee or his estate will receive one-half (½) of his allowable accumulated sick leave.

(f) For employees working a thirty-five (35) hour work week schedule, each one (1) day sick leave credit shall equal seven hours at the employee's straight time regular hourly rate of pay when he takes his sick leave.

(g) In case of work-incapacitating injury or illness for which an employee is or may be eligible for a work disability benefit under the Michigan Workers' Compensation Law, such employee, upon notification to the Branch County Controller or Branch County Treasurer, whichever is appropriate, will be allowed to use his or her accumulated sick leave to pay the difference between the employee's normal net pay and payments under workers compensation.

(h) Before an employee who has been absent from his duties for ten (10) consecutive days returns to work, he shall justify to the Judge that he is fit again to perform his duties.

**Section 11.6. 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 11.7. 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. "Immediate family" shall mean the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, son-in-law, daughter-in-law, step-child and foster child, aunt and uncle. 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 11.8. 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 11.9. Personal Leave.** Full time, non-probationary employees shall be allowed a maximum of two personal days leave of absence with pay each calendar year. All requests for personal leave day absence must be made to the Judge of Probate forty-eight (48) hours in advance of the day required. The number of personal leave days to be taken at any one time shall be determined by the Judge of Probate in his sole discretion. A request for personal leave may be denied if the absence of an employee would unreasonably interfere with services required to be performed by the Court.

## **HOLIDAYS**

### **Section 12.0. 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.

(b) The following holidays shall be recognized for the duration of the contract, on the date set forth thereafter:

|                               |   |
|-------------------------------|---|
| New Years Day                 | January 1   |
| Martin Luther King Day        | The third Monday in January   |
| Presidents Day                | The third Monday in February  |
| Good Friday                   |   |
| Memorial Day                  | The last Monday in May  |
| Independence Day              | July 4  |
| Labor Day                     | The first Monday in September   |
| Veterans Day                  | November 11   |
| Thanksgiving Day              | The fourth Thursday in November   |
| The Friday after Thanksgiving |   |
| December 24                   | Whenever Christmas Day falls on Tuesday,<br>Wednesday, Thursday, or Friday  |
| Christmas Day                 | December 25   |
| December 31                   | Whenever New Years Day falls on Tuesday,<br>Wednesday, Thursday, or Friday. |

(c) Whenever New Years Day, Independence Day, Veterans Day, or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. Whenever New Years Day, Independence Day, Veterans Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday.

**Section 12.1. 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 (1<sup>st</sup>) 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.

**Section 12.2. Worked Holidays.** Employee 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 be paid at their straight time regular rate of pay for all hours actually worked on the holiday, in addition to holiday pay.

## VACATIONS

### Section 13.0. Vacation Policy.

(a) Each full-time employee with the required seniority as of their anniversary date of hire shall be granted a vacation with pay in accordance with the following schedule:

| <u>Seniority Required</u> | <u>Time Off</u>   | <u>Accrued Rate Per Pay Period</u>      |
|---------------------------|---|---|
| 0 - 5 years               | 10 working days   | .39                                     |
| 6 - 10 years              | 15 working days   | .58                                     |
| 11 years and above        | 15 working days<br>plus 1 day per year to a<br>maximum of 20 days<br>at .78 per pay period. | .58 plus .04 per year<br>after 10 years |

(b) Vacation leave will accumulate from pay period to pay period with vacation credit accrued but eligibility commencing at the end of probation.

(c) Vacation leave will accumulate from pay period to pay period but accrued leave shall not exceed 30 days. When accrued leave exceeds 30 days, accrual will cease until the accrued vacation days are below 30.

(d) Vacation shall be scheduled so as to meet the operating requirements of the Court, and whenever possible, the preference of employees. The practice of taking vacations a day at a time throughout the year is to be discouraged.

(e) Vacation pay shall be computed on the basis of the employee’s salary (range and step) at the time the employee takes the vacation, or is separated from the Court.

(f) Accrued but unused vacation pay shall be paid in full upon separation from the Court.

The Employer shall grant paid vacations in accordance with the following schedule to eligible full-time employees hired on or after January 1, 2012:

| <u>Continuous Service</u> | <u>Time Of</u>                                 |
|---------------------------|--|
| 1st year of service       | five(5)days or 1.54 hours per pay period       |
| After 2 years of service  | ten (10) days or 3.08 hours per pay period     |
| After 10 years of service | fifteen (15) days or 4.62 hours per pay period |
| After 15 years of service | twenty (20) days or 6.15 hours per pay period  |

## **INSURANCE**

### **Section 14.0. Hospitalization Insurance**

A. **Basic Health Care Plan for Employees Hired Prior to January 1, 2012.** During the term of this Agreement the Employer agrees to provide for each full time employee 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:

1. \$10.00/\$40.00 prescription drug co-pay (for all plans including all options for all years 2012, 2013, 2014);
2. \$20.00 office visit co-pay
3. Deductible of \$250.00 for Single/\$500.00 for 2 person and full-family per plan year.
4. 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;
5. During the 2012 Contract Year, Management will set up training programs and seminars for all employees to explain the new Wellness Program that begins in the 2013 Contract Year and continues into the 2014 Contract Year. Administration of the Wellness Program will also be explained. Also in the 2013 Contract Year, the Qualification form used for the Wellness Program will not include the Members' measurement column or the depression criteria.

Beginning in the 2014 Plan Year, the use of the member measurements column will be reintroduced if it is difficult to get an objective form completion. If this is the case, Management will absorb the cost of measurement testing as required in the member measurement column.

#### 6. Premiums.

- (a) 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

(b) 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. All premium increases in excess of 16% shall be paid by the employee.

(c) 2014 - In 2014, the Employer shall absorb a +10% cost increase over the 2013 premium cost. Any 2014 premium cost increase with exceeds 10% up to 16% of the 2013 cost shall be split between the Employer and the employee 50/50. All premium increases in excess of 16% shall be paid by the employee.

## B. Options

### **CB 1 (16)**

|                  |                          |                 |               |
|------------------|--------------------------|-----------------|---------------|
| 2012             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
|                  | \$59.96                  | \$139.36        | \$149.45      |
| 2013             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$75.96                  | \$179.36        | \$189.45      |
| Without Wellness | \$125.96                 | \$239.36        | \$249.36      |
| 2014             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$85.96                  | \$232.36        | \$242.45      |
| Without Wellness | \$145.96                 | \$292.36        | \$319.36      |

### **CB 3 (17)**

|                  |                          |                 |               |
|------------------|--------------------------|-----------------|---------------|
| 2012             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
|                  | \$25.20                  | \$ 81.20        | \$102.20      |
| 2013             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$48.96                  | \$124.96        | \$142.36      |
| Without Wellness | \$98.96                  | \$194.36        | \$202.36      |
| 2014             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$59.96                  | \$185.96        | \$208.36      |
| Without Wellness | \$108.96                 | \$232.36        | \$256.36      |

**For employees hired on or after January 1, 2012, insurance is as follows:**

**CB 14**

|                  |                          |                 |               |
|------------------|--------------------------|-----------------|---------------|
| 2012             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
|                  | \$ 0.00                  | \$0.00          | \$0.00        |
| 2013             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$18.96                  | \$30.36         | \$50.36       |
| Without Wellness | \$38.96                  | \$60.36         | \$80.36       |
| 2014             | <u>single subscriber</u> | <u>2 person</u> | <u>Family</u> |
| Wellness         | \$22.96                  | \$32.36         | \$56.36       |
| Without Wellness | \$42.96                  | \$62.36         | \$86.36       |

**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.

**C. Family Continuation.** The cost of family continuation shall be paid by the employee regardless of the plan selected by the employee.

**D. Sponsored Dependents** The cost of sponsored dependents' coverage shall be paid by the employee regardless of the plan selected by the employee.

**E. Payroll Withholding.** Applicable insurance premium cost sharing shall be withheld in the first two payrolls each month.

**F. Cash in Lieu of Option.** In the event the employee has health plan participation available from another source, the employee may elect to opt out of Branch County participation and receive a cash payment in lieu thereof as follows:

**Employees hired before 01/01/2012**

|      |  |
|------|--|
| 2012 | \$4,500.00                                   |
| 2013 | \$5,000.00                                   |
| 2014 | \$5,500.00 Couple and Family/\$4,500 Single. |

**Employees hired on or after 01/01/2012**

|      |            |
|------|------------|
| 2012 | \$1,500.00 |
| 2013 | \$2,000.00 |
| 2014 | \$2,500.00 |

Re-entry or re-enrollment into the health insurance plan will be permitted to the extent allowed by the health insurer.

**G. 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.

**Section 14.1. Dental Insurance.** As a fringe benefit, the 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 14.2. 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 three hundred dollars (\$300.00). This benefit shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury or hospitalization, or from the sixty-first (61<sup>st</sup>) 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.

**Section 14.3. 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).

**PENSION**

**Section 15.0. Retirement.** The Employer agrees to maintain the present Branch County retirement plan for employees covered by this Agreement that were hired prior to January 1, 2012. Benefits will be provided in accordance with the plan document and under the same eligibility conditions as were in effect on the date of the ratification of this Agreement, except the Plan shall be amended as follows:

Effective with this Agreement, the Plan shall provide: (1) a normal retirement benefit after a participant attains age sixty-two (62) and five (5) years of service participation in the plan, or attains a number of years of service with the County plus employee's age to equal 85, whichever is earlier, including those years of participation credited under subparagraph (3) and (4) hereinafter; (2) the normal retirement benefit shall be two percent (2%) of Average Annual Compensation, multiplied by years of participation in the Plan as provided in the Plan Document; (3) each Employee who is a participant in the Plan within thirty (30) days following execution of this Agreement shall receive credit for one-half year (six months) of participation for purposes of determining benefits under the Plan, for all years employed by Employer and Branch County prior to January 1, 1991; (4) each employee who was a participant in the Plan as of June 1, 1991, and who remains continuously employed by the Employer until the Employee attains age sixty-five (65), or until the Employee becomes eligible for disability retirement under the Plan, shall receive credit for one-half year (six months) of participation for all years of employment with Employer and Branch County prior to January 1, 1991, in addition to any credits given by (3) above.

B. The Normal Retirement Benefit shall be the one (1%) and one (1%) plan for employees hired on or after January 1, 2012, which is one percent in a defined benefit plan and one percent employer contribution to a defined contribution plan. Participation in the Define Benefit plan is mandatory for all members hired after January 1, 2012. The defined benefit plan is one percent (1%) of Average Annual Compensation multiplied by years of participation in the plan, as provided in the Plan document. Employee contribution continues at 3% for the first \$4,800.00 earned annually and 5% thereafter. 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%

**Section 15.1. Retiree Hospitalization Insurance.**

(a) An employee who retires pursuant to the employer-sponsored pension plan, after the execution of this Agreement shall be eligible to continue group hospitalization insurance coverage under a plan providing such benefits for employees who are covered by this Agreement, if an, as those benefits may be changed from time to time by the parties.

(b) Employer shall contribute on a monthly basis Five (\$5.00) dollars for each year of an employee's credited service toward hospitalization insurance premium costs for such retired employees. The monthly contribution by Employer called for by this section shall not exceed one hundred twenty five (\$125.00) dollars.

(c) To be eligible for the benefit set forth in this section, the employee must have twenty-five (25) or more years of credited service under the pension plan with employer, or be eligible for a disability retirement benefit, if any, under the pension plan sponsored by employer.

(d) If insurance is available to the retired employee through his or her spouse or other post-retirement employment, such insurance must be used before the retired employee will be eligible for any premium contribution by the employer under this section.

## **COMPENSATION**

**Section 16.0. Salary Rates and Classifications.** The salary rates as stated on the salary schedules attached hereto shall be effective January 1, 2012, January 1, 2013, and January 1, 2014 as is indicated thereon.

2012 - 0% increase  
2013 - 1.5% increase  
2014 - 2% increase

Eligible full time employees hired on or after January 1, 2012, would be compensated at **75%** of applicable grade level pay for 2012.

Eligible full time employees hired after January 1, 2012 would be compensated at **80%** of applicable grade level pay for 2013.

Eligible full time employees hired after January 1, 2012 would be compensated at **80%** of applicable grade level pay for 2014.

**Section 16.1. Salary Grade and Advancement, New Employees.** Each new employee covered by this Agreement shall be hired at the Start Step of the salary range applicable to that employee's classification. Thereafter, the salary of that employee shall increase to that specified in the six month and one year increments as specified in the attached pay schedule at the indicated times following the employee's date of hire; provided, that the periodic increases as are set forth on said pay schedule may, in the discretion of the Judge of Probate be withheld or delayed for failure of adequate performance.

**Section 16.2. Reclassification.** The Employer reserves the right to reclassify employees covered by this Agreement to a higher classification. Should an employee be so reclassified, commencing with the first full pay period following such classification advancement, the salary of said employee shall be increased to that specified in the lowest step in the new classification which will result in a pay increase for said employee. Thereafter, the reclassified employee's salary shall increase to the next step upon the employee's anniversary date, and to subsequent steps within said classification in one year intervals thereafter.

**Section 16.3. Anniversary Date Definition.** As used herein, "anniversary date" means the day of the month, upon which the employee first commenced working for the Branch County Probate Court.

**Section 16.4. Step Increases - Employer Discretion.** Notwithstanding anything contained herein to the contrary, step increases may, in the discretion of the Judge of Probate, be withheld or delayed for failure of adequate performance.

**Section 16.5. Non-Discrimination.** In the process of hiring, promoting, disciplining, and separation of employees from court service, no person shall be discriminated against because of sex, religion, race, color, or national origin.

**Section 16.6. 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 schedule.

| <u>Years of Full Time Service</u> | <u>Benefit Amount</u> |
|-----------------------------------|-----------------------|
| 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              |

For Eligible full time employees hired on or after January 1, 2012, the longevity scale will be as follows:

| <u>Years of Service</u> | <u>Benefit Amount</u> |
|-------------------------|-----------------------|
| Five                    | \$100.00              |
| Eight                   | \$200.00              |
| Twelve                  | \$300.00              |
| Eighteen                | \$500.00              |
| Twenty-two              | \$800.00              |
| Twenty-eight            | \$1000.00             |
| Thirty-two              | \$1500.00             |

For eligible full time employees hired on or after January 1, 2012, the education compensation is as follows:

| Years of Service | Associates | Bachelors | Masters   |
|------------------|------------|-----------|-----------|
| One              | \$200.00   | \$500.00  | \$1000.00 |
| Five             | \$250.00   | \$600.00  | \$1200.00 |
| Ten              | \$400.00   | \$800.00  | \$1500.00 |
| Fifteen          | \$500.00   | \$1000.00 | \$1800.00 |
| Twenty           | \$800.00   | \$1500.00 | \$2200.00 |
| Twenty-five      | \$1000.00  | \$1800.00 | \$2500.00 |
| Thirty           | \$1200.00  | \$2000.00 | \$3000.00 |

The education stipend will go away as a new hire reaches the top of the grow-in wage scale.

(b) Payments. Longevity benefits shall be paid to eligible employees in a separate pay check on the employee's anniversary date, each year.

(c) 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 16.7. Auto Expense 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 16.8. Tuition Reimbursement.**

(a) A leave for educational purposes when such education would be for the systematic improvement or knowledge of skills required in the performance of their work which may be beneficial to the employee and the Court may be granted with approval from the Judge of Probate.

(b) The Court shall pay subject to sub-paragraph (d), for tuition, books, materials and fees for employees with at least twelve (12) months of continuous Court services, taking courses relating to their Court employment upon approval of the Judge of Probate, provided that such courses are not otherwise funded by a Federal or State grant program. All courses must be approved by the Judge of Probate as pertinent to the employee's Court function before reimbursement will be allowed. Reimbursement will be made on proof of expenditures and certification that the course has been successfully completed.

(c) When tuition or other course fees and costs are paid by the Court for employee, 75% of such fees and costs shall be repaid to the court if the employee leaves Court

employment in less than twelve (12) months after completion of the course. However, tuition registration, or other course fees of \$200.00 or less shall be exempt from this requirement.

(d) Any payment hereunder shall be in the discretion of the Judge of Probate, and shall be approved in writing in advance of incurring the expense. The Judge of Probate may condition any such payment on the sharing in the expense by the employee.

**Section 16.9. Conventions and Seminars.** In order to enable Court employees to keep abreast of changes, systems, procedures and activities within their respective activities, funds will be provided within the Court departmental budget for memberships, registrations, travel and convention expenses as the Court deems appropriate in setting the annual budget. Expenditures for all conventions held outside the State and any similar expenses over and above that designated in the annual budget must receive prior approval from the Judge of Probate. Any payment hereunder shall be in the discretion of the Judge of Probate, and shall be approved in writing in advance of incurring the expense. The Judge of Probate may condition any such payment on the sharing in the expense by the employee.

**Section 16.10. Flex Account.** The employee shall have the option of requesting the employer to deposit in a separate account to be maintained by the County a portion of his/her wages before taxes to be designated for health care in accordance with the regulations of the Internal Revenue Service rules and regulations. Said account shall be used for health care purposes only in accordance with the attached Flexible Benefits Plan, Summary Plan Description.

The employee shall have the option of requesting the employer to deposit in a separate account to be maintained by the County a portion of his/her wages before taxes to be designated for dependent care in accordance with regulations of the Internal Revenue Service rules and regulations. Said account shall be used for dependent care purposes only in accordance with the attached Flexible Benefits Plan, Summary Plan Description.

#### **“ON CALL” DUTY**

**Section 17.1. “On Call” Duty.** “On Call” Duty is defined as the state of scheduled availability to report upon notice and within a predetermined period of time and be ready to perform assigned duties. An employee in “on call” status is not considered as being restricted to the duty station of the employee, nor is the employee required to remain at the home of the employee or any other particular place, but may come and go as the employee pleases, but the employee must remain immediately available by means of pre-established communications.

(a) During “on call” status, an employee shall receive straight hourly pay at the rate of one hour pay for each five hours spent “on call”.

(b) An employee who is “on call” who, of necessity must go into the field at a time other than that employee’s regularly scheduled working hours, shall be paid at the straight hourly rate for that employee during all such time spent in the field.

(c) The Judge of Probate or his designee shall schedule “on call” duty.

## MISCELLANEOUS

**Section 18.0. 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 18.1. 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 18.2. 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 18.3. 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.

## SCOPE OF AGREEMENT

**Section 19.0. Waiver 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 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.

## ZIPPER CLAUSE

**Section 20.0.** 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 that they negotiated or signed this Agreement.

## DURATION

**Section 21.0. Termination.** This Agreement shall remain in force until December 31, 2014, and thereafter for successive periods of one year unless either party shall, on or before a date six months prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

**If the parties learn that SB7 is in effect as to this contract, the parties agree that there will be a reopener and the parties understand that the terms must be consistent with SB7.**

IN WITNESS WHEREOF, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BRANCH COUNTY PROBATE COURT

LOCAL 517M, SERVICE EMPLOYEES  
INTERNATIONAL UNION

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Approved:

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