

A G R E E M E N T

Between

The Lenawee County District Court

and

The Governmental Employees Labor Council,  
Representatives of the Lenawee County District Court  
Employee Bargaining Unit.

EFFECTIVE:

January 1, 2018 through December 31, 2020

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	<b>1</b>
<b>RECOGNITION</b> .....	<b>1</b>
Unit Description .....	1
Definition of Employee .....	1
Federally Funded Employees .....	2
Definition of Temporary Employee .....	2
<b>MANAGEMENT RESPONSIBILITY</b> .....	<b>2</b>
Employer Rights .....	2
<b>UNION SECURITY</b> .....	<b>2</b>
Agency Shop .....	2
Payroll Deduction for Union Dues .....	3
<b>REPRESENTATION</b> .....	<b>3</b>
Steward .....	3
Visitation .....	4
Union Activities .....	4
Bargaining Union Employees .....	4
<b>GRIEVANCE PROCEDURE</b> .....	<b>4</b>
Purpose of Grievance Procedure .....	5
Grievance Procedure .....	5
Step 1. Verbal Procedure .....	5
Step 2. Written Procedure .....	5
Step 3. ....	5
Step 4. Arbitration Request .....	5
Selection of Arbitrator .....	6
Arbitrator’s Powers .....	6
Time Limitations .....	6
Definition of Days .....	6
<b>SPECIAL CONFERENCES</b> .....	<b>7</b>
Special Conferences .....	7
<b>DISCIPLINE</b> .....	<b>7</b>
Just Cause .....	7
Written Warning .....	7
Suspension .....	7
Discharge .....	8
Immediate Termination .....	8
<b>NO STRIKES-NO LOCKOUTS</b> .....	<b>8</b>
No Strike Pledge .....	8
<b>SENIORITY</b> .....	<b>8</b>
Seniority Definition .....	8
Probationary Period .....	8
Superseniority .....	9
Loss of Seniority .....	9
Seniority List .....	9
Eligibility of Benefits .....	9
Seniority and Benefit Accumulations .....	10

COBRA Election .....	10
<b>LAYOFF AND RECALL .....</b>	<b>10</b>
Layoff Defined.....	10
Notification of Layoff .....	11
Recall.....	11
Notification of Recall .....	11
Benefits During Layoff .....	11
Voluntary Layoff .....	11
<b>JOB OPENINGS.....</b>	<b>12</b>
Bidding .....	12
Restriction on Bidding Process .....	12
Temporary Transfers .....	13
Promotional Trial Period.....	13
<b>LEAVE OF ABSENCE .....</b>	<b>13</b>
Extended Sick Leave.....	13
Examinations.....	14
Personal Leave .....	14
Funeral Leave.....	14
Union Leave .....	15
Military Leave .....	15
National Guard Leave .....	15
Request for Leave .....	15
Return from Leave .....	15
Jury duty .....	16
FMLA .....	16
<b>WAGES.....</b>	<b>16</b>
Wages .....	16
New Classification(s).....	16
Reclassification .....	17
Placement on Scale.....	17
<b>HOURS OF WORK.....</b>	<b>17</b>
Hours of Work and Premium Pay .....	17
Pay Period Change.....	18
<b>FRINGE BENEFITS .....</b>	<b>18</b>
Longevity.....	18
Insurance .....	18
Health Insurance.....	18
Wellness Program.....	19
Sickness and Accident Insurance .....	20
Vision Insurance.....	21
Mileage .....	21
Holidays .....	21
Paid Leave Policy.....	22
Retirement Program .....	23
Worker’s Compensation .....	24
Unemployment Compensation.....	24
<b>MISCELLANEOUS.....</b>	<b>24</b>

Bulletin Board .....	24
Change of Address .....	24
Termination Notice .....	25
Breaks .....	25
Prior Agreements.....	25
Equal Opportunity Employment.....	25
Severability .....	25
Copies of Contract .....	25
Magistrates .....	25
<b>SCOPE OF AGREEMENT .....</b>	<b>25</b>
Waiver.....	25
<b>TERMINATION .....</b>	<b>26</b>
Duration.....	26
<b>EFFECTIVE DATE AND SIGNATURE .....</b>	<b>27</b>
<b>WAGES-APPENDIX A .....</b>	<b>28</b>
<b>RETIREMENT.....</b>	<b>29</b>

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this **1<sup>st</sup> day of January, 2018** by and between the Governmental Employees Labor Council and the following Employers:

- 1) LENAWEЕ COUNTY DISTRICT COURT

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the public, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified agree to abide by the terms and provisions of this Agreement.

## **RECOGNITION**

### **Unit Description**

**Section 1.0** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of the employees of the Employer included in the bargaining unit described below:

- (a) District Court. All full-time and regular part-time Probation Officers, Deputy Clerks I, II and III, Clerk Magistrates, BUT EXCLUDING, Court Recorders, Executive Secretaries, Bailiffs, confidential employees, all other part-time temporary, work study, seasonal and supervisory employees and all other employees of the Employer.

### **Definition of Employee**

**Section 1.1** A regular full-time employee is defined as one who works at least thirty-five (35) hours per week on a regular basis. A regular part-time employee is one who works at least twenty (20) hours but less than thirty-five (35) hours per week on a regular basis.

## **Federally Funded Employees**

**Section 1.2** It is recognized that certain employees within one or more classifications described in this Section of this Agreement are presently and/or will in the future be employed pursuant to the Comprehensive Employment and Training Act (“CETA”) or successor or similar legislation. To the extent required by law, CETA employees shall enjoy the conditions of employment provided for in this Agreement.

## **Definition of Temporary Employee**

**Section 1.3** A temporary employee is defined as a person employed on a temporary basis or for a limited period of time, not exceeding nine (9) months when hired to replace an employee on medical leave of absence, or three (3) months when hired for all other temporary openings. Neither this contract nor any of its benefits, terms or conditions shall be applicable to a temporary employee. Temporary employees replacing an employee on medical leave of absence shall be eligible for seniority after nine (9) months which shall date from the employee’s date of hire. Such employees shall be eligible for fringe benefits after nine (9) months, but fringe benefits will not apply retroactively. Employees hired to other temporary vacancies shall be eligible for seniority from the employee’s date of hire and fringe benefits after three (3) months provided the employee has passed the probationary period. Fringe benefits shall not be retroactive.

## **MANAGEMENT RESPONSIBILITY**

### **Employer Rights**

**Section 2.0** It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Employer. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, demote with cause, layoff, transfer, assign and retain employees in positions within the Lenawee County Court System, and also to suspend, investigate, demote with cause, discharge for just cause or take other disciplinary action for just cause which is necessary to maintain the efficient administration of the Courts. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the Courts’ business shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof. The employer shall also have the power to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

## **UNION SECURITY**

### **Agency Shop**

**Section 3.0** All employees included in the collective bargaining unit set forth in Section 1.0, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement,

whichever is later, may become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or sign a service fee check-off authorization form and pay to the Union a service fee equivalent to the periodic dues uniformly required of the Union members or elect not to belong to the Union and pay nothing to the Union.

## **Payroll Deduction for Union Dues**

### **Section 3.1**

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees uniformly levied in accordance with the Constitution and the By-Laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper check-off authorization form.
- (b) Individual authorization forms shall be furnished, or approved by the Union, and, when executed, filed by it with the County Clerk's Office.
- (c) Deductions shall be made only in accordance with the provisions of the written check-off authorization form, together with the provisions of this Section.
- (d) All authorizations filed with the County Clerk's Office prior to the fifteenth (15<sup>th</sup>) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee. An authorization filed thereafter shall become effective with the first (1<sup>st</sup>) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the designated financial officer of Governmental Employees Labor Council, not later than the fifteenth (15<sup>th</sup>) day of each month.
- (e) The Union shall notify the County in writing of the proper amount of Union membership dues and initiation fees and any subsequent changes in such amounts. The County agrees to furnish the designated financial officer of the Governmental Employees Labor Council, a monthly record of those employees for whom deductions have been made, together with the amount deducted and the employee's address.
- (f) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability which may arise out of or by reason or action taken by the Employer in compliance with this Section.

## **REPRESENTATION**

### **Steward**

**Section 4.0** The employer recognizes the right of the Local Union to have for representation one (1) chapter chairperson, one (1) steward and one (1) alternate from non-probationary employees, from each bargaining unit covered by this Agreement. The steward shall serve as a representative of the Chapter for purpose of contract administration and the transmission and receipt of the information

between the Employer and the Union, and in the investigation and presentation of grievances under the Grievance Procedure established in the Agreement. The Chapter Chairperson shall act as Union representative where specifically provided for in the Agreement. The Union agrees that the steward will continue to fulfill his regularly-assigned duties to the fullest extent possible and his responsibilities as a steward shall not be used to avoid those duties. The steward shall act in a manner that will not unreasonably disrupt or interfere with the normal functions of the Department.

Verbal step meetings between a steward and supervisor or his designee shall be scheduled at least one (1) hour before the end of the steward's next scheduled working shift. If it is necessary for the steward to temporarily leave his assignment to process a grievance, he shall first obtain permission from his immediate supervisor. Meetings at Steps 3 and 4 of the Grievance Procedure and special conference shall be scheduled at least one (1) hour before the end of the scheduled working shift.

The Employer agrees to compensate the steward and/or the Chapter Chairperson at his straight-time regular hourly rate for all reasonable time lost from his regularly scheduled working hours while processing a grievance in accordance with the Grievance procedure. The steward shall not abuse the privileges extended herein. The alternate shall act only in the absence of the steward.

## **Visitation**

**Section 4.1** Authorized staff representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the steward and/or officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, provided that such representatives shall have notified the Employer prior to such visit, and provided that such visit does not unreasonably interfere with or disrupt normal operations of the Department.

## **Union Activities**

**Section 4.2** The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activities during working hours which interferes with the normal operations of the Employer and must not interfere with the progress of the work force.

## **Bargaining Union Employees**

**Section 4.3** Bargaining Unit Employees will be represented by a Bargaining Unit committee composed as follows:

*One (1) member from District Court. The Bargaining Committee Member shall be paid for time lost from work for attendance at collective bargaining sessions up to a maximum of forty (40) hours pay per Court.*

# **GRIEVANCE PROCEDURE**



## **Purpose of Grievance Procedure**

**Section 5.0** The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that the procedure set forth herein shall serve as the means of the peaceful settlement of all disputes that may arise between them concerning the interpretation or the application of this Agreement.

A grievance shall be defined as any dispute which may arise between the Employer and the Union or between the Employer and the employee, concerning the interpretation, application, or alleged violation of any of the terms and conditions of the Agreement.

## **Grievance Procedure**

### **Section 5.1**

#### **Step 1. Verbal Procedure**

An employee who believes that he has a grievance shall discuss the matter with his immediate supervisor within four (4) days following the events that caused the grievance. If requested by the employee, his or her steward may be present.

#### **Step 2. Written Procedure**

If the grievance is not satisfactorily settled at the Verbal step, it may be appealed by reducing the grievance to writing on the appropriate grievance form and delivering the same to his or her Department Head or the Department Head's designee, within five (5) days after the discussion with his or her immediate supervisor in the verbal procedure. The Department Head or his or her designee shall give a written answer to the steward and grievant within five (5) days after receipt of the written grievance. Verbal discussion shall not be foreclosed at this step.

#### **Step 3.**

If the grievance is not satisfactorily settled at Step 2, it may be appealed by delivery to the Employer or Employer's designee within five (5) days after receipt of the answer in Step 2, a written request for a meeting concerning the grievance. A meeting shall be held within ten (10) days thereafter. The meeting shall be attended by the steward writing the grievance and/or the Chapter Chairperson, the staff representative of the Union, together with the Employer representatives. The grievant may be allowed to attend the meeting if requested by either party. The Employer or Employer's designee shall give his written answer to the Union within seven (7) days following the meeting.

#### **Step 4. Arbitration Request**

If the grievance is not settled satisfactorily at Step 3, the Union may appeal the decision to arbitration by notifying the Employer or Employer's designee of its intent to arbitrate in writing within fifteen (15) days following receipt of the Employer or Employer's designee's answer in Step 3. The Chief Steward and the grievant may attend the arbitration hearing.

## **Selection of Arbitrator**

**Section 5.2** If a timely request for arbitration is filed by the Union on a grievance, the parties shall within ten (10) days after the request for arbitration is filed, promptly endeavor or select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The parties shall request the Federal Mediation and Conciliation Service to submit a list of not less than five (5) qualified arbitrators, all of whom shall be members of the National Academy of Arbitrators. Upon receipt of such a list, the parties shall alternatively strike names until one (1) remains and he or she shall then serve as the arbitrator in the matter. The flip of a coin shall determine who begins the striking process described in the previous sentence. The fees and expenses of the arbitrator shall be shared equally between the Union and the Employer, but each party shall bear its own expenses including the wages of any witness called by the parties. If the Chief Steward and grievant are at the hearing and lost time from work, they shall be compensated by the party calling them to the hearing.

Either party may request a transcript of the arbitration hearing. The requesting party shall be responsible for the payment of the transcript. The arbitration shall be conducted under the rules of the American Arbitration Association.

## **Arbitrator's Powers**

**Section 5.3** The arbitrator's powers shall be limited to deciding the case at hand and the arbitrator shall not have any power to add to, subtract from or to otherwise modify any of the terms and conditions of this Agreement. The arbitration award shall not be retroactive earlier than the beginning of the pay period prior to the one in which the grievance was first raised. The arbitration decision shall be final and binding upon the Employer, the Union and the employees.

## **Time Limitations**

**Section 5.4** In the event that any grievance is not processed to the next step in the Grievance Procedure within the time limits specified, it shall be considered settled on the basis of the last answer by the Employer on the grievance. In the event that any grievance is not answered by the Employer within the time limits specified, it shall be considered as granted. The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties. Neither party will unreasonably refuse to consent to an extension of the time for answering the grievance when requested by the other party.

## **Definition of Days**

**Section 5.5** Wherever the word "days" is used in this Grievance Procedure, it shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

## **SPECIAL CONFERENCES**

### **Special Conferences**

**Section 6.0** Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer representative within then (10) regularly scheduled working days after request of either party, subject to the following conditions:

- a) Such meetings shall be held not more frequently than once each calendar month and shall be limited to ninety (90) minutes unless otherwise mutually agreed by the Union and the Employer.
- b) Such meetings may be attended by two (2) members of the bargaining unit, the local Union President when he/she is not a member of the bargaining unit, a representative of G.E.L.C. and designated representative of the Employer.
- c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda at least twenty-four (24) hours prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda. Employer's willingness to discuss or not discuss any item on the agenda shall not be subject to a grievance.
- d) Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conference.

## **DISCIPLINE**

### **Just Cause**

**Section 7.0** The Employer will not discharge or discipline a seniority employee without just cause. If the employee is at work, prior to issuance of a formal disciplinary action, the employee will be given the opportunity to participate in a disciplinary interview. The steward will be notified of the time and the place of the interview. A copy of the disciplinary action will be given to the steward.

### **Written Warning**

**Section 7.1** Where warranted by just cause and where an oral warning has not resulted in correction or where more severe initial action is warranted, a written reprimand shall be issued to the employee, a copy to the steward and a copy placed in the employee's personnel file.

### **Suspension**

**Section 7.2** This action temporarily suspends an employee from employment without pay for a definite period of time. Where disciplinary action has not proved effective or where the seriousness of the offense or conditions warrant, the employee may be suspended without pay by his Department Head.

## **Discharge**

**Section 7.3** This action permanently removes the employee from employment with the Employer. When other forms of disciplinary action are proved ineffective, or when the seriousness of the offense or conditions warrant, the Department Head may dismiss the employee.

## **Immediate Termination**

**Section 7.4** Although the Union and the Employer subscribe to the principle of progressive discipline, both of the parties realize that there may be some offenses which require the immediate termination of the employee for the first violation.

## **NO STRIKES-NO LOCKOUTS**

### **No Strike Pledge**

**Section 8.0** The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

## **SENIORITY**

### **Seniority Definition**

**Section 9.0** For the purposes of administering the seniority provisions contained in this Agreement including layoff and recall, job openings and eligibility for benefits, seniority shall be by individual bargaining units. The bargaining units are those described in Section 1.0 of this Agreement. Seniority shall be defined as the length of the employee's continuous service within the bargaining unit wherein the employee is employed commencing from the employee's last date of hire, provided that seniority for fringe benefit purposes shall be based upon the last day of hire with the County; seniority for pay purposes shall be by classification on a County-wide basis.

The parties to this Agreement have initialed a seniority roster of all bargaining unit members. It is the intention of the parties that the amount of seniority that each bargaining unit member has prior to the date of this Agreement be continued and added to for service during the life of this Agreement.

### **Probationary Period**

**Section 9.1** All Probation Officers of all of the seniority units covered by the Agreement shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of the last date of hire in the appropriate seniority unit.

All other employees shall be considered probationary employees for a period of three (3) months after which time their seniority shall be as of their last date of hire. Until an employee has completed a probationary period, he may be laid off, terminated or disciplined at the Employer's discretion without

recourse to the grievance and arbitration procedure. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay and wages set forth in this Agreement.

### **Superseniority**

**Section 9.2** The President, Chapter Chairperson and elected steward, for the purpose of layoff for lack of work or funds and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee within their bargaining unit. They shall be the last to be laid off for lack of work from their unit and the first to be recalled to work in their unit following such layoff providing they have the then-present ability to satisfactorily perform the available work in such area without additional training.

### **Loss of Seniority**

**Section 9.3** An employee shall lose his seniority and his employment relationship with the county and shall be terminated for any of the following reasons:

- a) He quit or resigns;
- b) He is discharged for just cause;
- c) He retires or is retired;
- d) He has been on layoff status for a period of two (2) years or a period equal to his seniority, whichever is less, and has not been recalled;
- e) He fails to return to work at the specified time upon the expiration of the leave of absence, vacation, recall from layoff or disciplinary suspension, unless other arrangements are reasonably agreed upon by the employee and the employer;
- f) He is absent from work for three (3) consecutive working days without notifying the Employer. It is understood that employees are expected to notify the Employer that they will be absent in accordance with the Departmental rules;
- g) If he accepts employment elsewhere while on leave of absence; except Union employment.

### **Seniority List**

**Section 9.4** The Employer shall maintain a roster of employees, arranged according to seniority showing name, classification and seniority date. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames. An up-to-date copy of the seniority list shall be furnished to the Union every three (3) months.

### **Eligibility of Benefits**

**Section 9.5** All new employees hired after the effective date of this Agreement will begin receiving benefits on the nearest eligibility date following the completion of ninety (90) days of employment from the date of hire. Employees who work twenty (20) hours per week but less than thirty-five (35) hours per week shall be eligible to receive pro-rated paid leave time and insurance coverage, sixty (60%) percent of which shall be paid for by the Employer provided the employee elects full coverage. Employees who work twenty (20) hours per week but less than thirty-five (35) hours per week and are

currently receiving full insurance coverage shall continue to receive full insurance coverage paid for by the Employer.

### **Seniority and Benefit Accumulations**

**Section 9.6** An Employee shall retain and shall continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement. Benefits such as paid leave days shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences. Medical, dental and life insurance shall continue when the employee is on an approved sick leave on the following basis:

Less than ten (10) years seniority at the time of the leave of absence begins:	Six (6) months beyond the month in which the leave of absence begins
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Ten (10) years or more seniority at the time the leave of absence begins:	Nine (9) months beyond the month in which the leave of absence begins.
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### **COBRA Election**

**Section 9.7** Employees who are laid off or whose employment is terminated will be allowed to continue their medical/surgical insurance coverage if they are qualified under the terms of the Consolidated Omnibus Budget Act of 1985 (“COBRA”).

## **LAYOFF AND RECALL**

### **Layoff Defined**

#### **Section 10.0**

Temporary Layoffs: A temporary layoff is for a period of for (5) working days. An employee on temporary layoff may not exercise his seniority right to bump into other classifications.

Other than Temporary Layoff: An other than temporary layoff for other than five (5) working days.

Whenever it becomes necessary to lay off employees in the manner herein provided for, the layoff shall be by inverse seniority with the understanding that the more senior employee may reverse that process by exercising his/her seniority to bump the least senior employee in the affected classification.

- 1) Into a vacant position in the same classification.
- 2) Into the position of the least senior employee within the same classification.

- 3) Into a vacant position in another classification at the same pay level.
- 4) Into the position of the least senior employee in another classification at the same pay level.
- 5) Into a vacant position in another classification at the next lower pay level.
- 6) Into the position of the least senior employee in another classification at the next lower pay level.
- 7) Into a vacant position in another classification at any lower pay level.
- 8) Into the position in another classification at any lower pay level.
- 9) This procedure shall be applied to each employee replaced by application of this procedure until the employee is transferred or laid off.

The layoff provisions contained in this section and under this heading are subject to the ability of the employee to perform the job to which the affected employee desires to bump in accordance with recognized performance levels normally required of employees holding the position to which the employee intends to bump.

### **Notification of Layoff**

**Section 10.1** Except in an instance beyond the control of the Employer, the Employer agrees to give three (3) weeks' advance notification of layoff and, if possible, to state in the notification the anticipated duration of the layoff.

### **Recall**

**Section 10.2** In the event that the work force is increased, recall to work shall be in the reverse order of layoff from work. Recall of employees, as provided for in the preceding sentence, shall be subject to the recalled employee's ability to perform the job available in accordance with performance levels normally recognized and required of employees normally holding that position.

### **Notification of Recall**

**Section 10.3** Notification of recall from layoff shall be sent by certified mail, return receipt requested, deliverable to addressee only, to the employee's last known address. The notice shall give the employee a minimum of the (10) calendar days within which to respond after the notice of recall has been mailed. Employees, who decline recall or who, in the absence of extenuating circumstances, fail to respond within the time set for return to work shall be presumed to have resigned and their name shall be removed from the seniority and preferred eligibility list.

### **Benefits During Layoff**

**Section 10.4** Benefits shall not be accrued, continued or be paid during layoffs. Employees who are laid off shall be entitled to obtain medical/surgical insurance coverage in accordance with the provisions of the COBRA legislation.

### **Voluntary Layoff**

**Section 10.5** In the event layoffs become necessary, the Employer agrees to offer the employees in the affected job classification the option of voluntary layoff. In the event that more than enough individuals

opt for voluntary layoff, the choice of who shall be laid off shall be made by the presiding judge. Voluntary layoff shall be for no more than thirty (30) days provided:

- 1) An employee who elects voluntary layoff shall not have the right to return to active work for thirty (30) days unless recalled by the presiding judge, and
- 2) The presiding judge may recall an employee on voluntary layoff at any time.

Employees on voluntary layoff shall not have benefits reduced except that such employees shall not accumulate paid leave days while laid off.

## **JOB OPENINGS**

### **Bidding**

**Section 11.0** When it is necessary to fill a new job classification or a vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of seven (7) regularly-scheduled working days during which time employees may bid therefore by submitting a job vacancy application form. In the event employees are relatively equally qualified, the employee with the most seniority shall be awarded the position. Qualifications shall include verified past experience, training and employee work record. In the event there are no bidders for such vacancy or, if among those bidding therefore, there are none that have the above-referred-to qualifications, then the Employer shall be free to hire new, fully-qualified employees to fill such jobs. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practicable. The Employer may fill the vacancy during the posting period. No job will be posted so long as there are employees in the classification who are laid off and who are capable as above described to perform the job available.

### **Restriction on Bidding Process**

#### **Section 11.1**

- a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his present job, under the bidding procedure during the next succeeding six (6) months.
- b) Any employee who requests to be removed from a job classification for which he had bid, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of the setback. The parties may, by mutual agreement, waive this restriction in exceptional situations.
- c) In the event the job to be bid on has funding requirements, the same shall be stated on the posting and bidding shall be limited to those employees who can meet the requirements.
- d) If an employee successfully bids for a job opening, only the one next opening in the succession created by the initial opening shall be subject to the posting and bidding procedure, and the Employer shall have the right to fill all further openings.



- e) Employees shall be ineligible to bid on positions that would result in a pure lateral transfer. A pure lateral transfer shall mean a transfer within the same classification that does not result in a substantial job-duty change.

## **Temporary Transfers**

**Section 11.2** The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent for the period of such absence. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations or for training purposes, which may arise for a period of not to exceed sixty (60) days unless this time is mutually extended. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his classification from which he was transferred. If an employee is temporarily transferred as provided in this Section, to a job classification for which the rate range is lower than the rate range for his regular job classification, his hourly rate of pay shall not be reduced. If such temporary transfer is higher than the rate range for his regular job classification, he shall, **receive the first step of pay applicable for the job that is higher than the employee's present rate.**

## **Promotional Trial Period**

**Section 11.3** An employee awarded the job through the bidding procedure shall be given a fair trial to prove his ability to perform the work required not to exceed thirty (30) working days unless extended by the Employer. When an employee fails to qualify during such period, he shall be returned to his former job and the Employer shall advise the employee, in writing, of the reasons why the employee failed to qualify. If during such trial period the employee wishes to return to his former job, he shall be permitted to do so provided he has advised the Employer, in writing, of the reasons why he does not wish to remain in the job for which he has successfully bid. The purpose of the job probationary period is to give the employee an opportunity to demonstrate that he has the ability, skills and other attributes to satisfactorily perform all aspects of the job.

# **LEAVE OF ABSENCE**

## **Extended Sick Leave**

**Section 12.0** Extended sick leave without pay shall be granted, upon application from the employee, for illness or injury, subject to the Employer's right to require medical proof of disability or illness. An employee may be on sick leave for a period of up to eighteen (18) months. In the case of good cause, an additional six (6) months shall be granted (seniority allowing). Sick leave shall not exceed twenty-four (24) months or the length of employee's seniority at the time the sick leave begins, whichever is less. Seniority shall terminate and not continue beyond that time. During sick leave of absence, an employee may accrue additional seniority up to a maximum of nine (9) months of such leave of absence. The Employer may require, as a condition of continuance of any extended sick leave, proof of continuing

disability or illness. In situations where the employee's physical condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical examination, and if cause is found, require the employee to take an extended sick leave of absence. The Employer may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when there is a reason to believe the health or safety of personnel may be affected or that an employee is abusing sick leave. Falsifications of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.

## **Examinations**

**Section 12.1** Physical and mental examinations may be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer and paid for by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer, prior to granting such leave and/or upon the return from absence due to illness or injury, such periodic examinations to be made by a physician chosen by the Employer, and shall be at the expense of the Employer. Employees required to report for physical or mental examinations shall be paid for time lost from work. If a physical or mental examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness, the Employer reserves the right to require employees to take a leave of absence without pay for those who are not physically or mentally fit to perform their duties satisfactorily. If the employee disagrees with such doctor's findings then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third (3<sup>rd</sup>) doctor mutually satisfactorily to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third (3<sup>rd</sup>) doctor shall be shared equally between the Employer and the Union and his finding shall be binding on the employee, Employer and the Union.

## **Personal Leave**

**Section 12.2** An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed six (6) months in any calendar year, provided he obtains advance written permission from the Employer or the Employer's designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or seek employment elsewhere and any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged. The granting of personal leave of absence to one person for a particular reason shall not establish any precedent for granting a similar leave of absence to any other person for the same or substantially the same reason.

## **Funeral Leave**

**Section 12.3** When death occurs in an employee's immediate family – i.e., Spouse, Parent, Parent of current spouse, Children of current spouse, Grandparents, Grandchildren, Child, Brother, or Sister -- the

employee, upon request will be excused for the first three (3) normally scheduled working days immediately following the date of death provided he attends the funeral.

Upon the death of an employee's brother-in-law, or sister-in-law the employee, on request, will be excused on the day of the funeral provided he attends the funeral.

An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working during the straight-time hours on such scheduled days of work for which he is excused provided he attends the funeral. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day worked for the purposes of overtime.

### **Union Leave**

**Section 12.4** The Employer agrees to grant time off not to exceed five (5) days in any one (1) calendar year, without loss of seniority rights and without pay, to not more than one (1) employee at any time designated by the Union to attend a labor convention or serve in any capacity other than official Union business, providing seven (7) working day's written notice is given to the Employer by the Union specifying the length of time off for union activities. Time off under this Section shall not operate to impair the efficient operation of the Employer.

### **Military Leave**

**Section 12.5** The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

### **National Guard Leave**

**Section 12.6** Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligation and/or when called due to temporary civil disorders provided such employees make written requests for such leave of absence immediately upon receipt of their orders to report for such duties.

### **Request for Leave**

**Section 12.7** Request for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except where it is impossible to do so. During any leave of absence granted under the provisions of this Section, seniority shall accumulate for the duration of any such leave.

### **Return from Leave**

**Section 12.8** No employee may return from a leave of absence without notifying the Employers at least three (3) working days in advance of such return. No employee may return early from a leave of definite durations without permission of the Employer. This Section shall not apply in the case of employees who are using personal leave days but who are not on personal leave of absence.

## **Jury duty**

**Section 12.9** An employee who loses time from his assigned schedule of work because of jury duty service to act as a witness or to testify pursuant to a subpoena shall be paid for such time lost at his regular hourly rate. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the Employer a written statement from the Court showing the days of jury duty or witness service and the amount of jury duty or witness fees he was eligible to receive for each day. The employee will report for work when released from jury duty or witness service.

## **FMLA**

**Section 12.10** Family Medical Leave Act (FMLA) leaves shall be in accordance with the County's FMLA policy.

# **WAGES**

## **Wages**

**Section 13.0** The Job Classification and rate ranges applicable thereto are set forth in Appendix A reflect an increase to the salary schedule in the amount of **2% effective 01/01/2018, 2% effective 01/01/2019, 3% effective 01/01/2020** attached hereto and by this reference made a part hereof. Bi-weekly pay will be disbursed by direct deposit as soon as possible by employer to employee to a financial institution of employee's choice.

## **New Classification(s)**

**Section 13.1** If during the life of this Agreement, a new job classification is created within the bargaining unit, the Employer shall establish a job duty and the job rate range applicable thereto and shall promptly notify the Chapter Chairperson in writing of its decision. If the Union believes the rate range is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fifteen (15) calendar day period, the rate range so assigned shall become permanent. New classification disputes shall not be subject to the grievance procedure.

## **Reclassification**

**Section 13.1A** Whenever an employee covered by this Agreement believes that substantial changes have been made on a permanent basis in the job which that employee has been permanently assigned to, and if the employee seeks reclassification to a higher or new classification, the employee may process a claim for reclassification to the employee's department head. If the department head believes that there is merit, the department head may request a reclassification of the employee's position at a meeting of the Board of Commissioners. The Commissioners shall make a decision with regard to the reclassification request. The decision of the Commissioners shall not be binding upon the Judges. If the reclassification request is granted, either completely or in part, such decision shall not become a precedent for any other employee as a basis for a claim of reclassification. If the reclassification is denied the matter will be brought up at the next contract negotiations and will be determined by negotiations between the Employer and the Union. Reclassification requests shall not be subject to the grievance procedure.

## **Placement on Scale**

**Section 13.2** Employees promoted pursuant to this Agreement shall be paid at the starting rate of the new classification unless this would not result in a pay increase; in which case it will be placed at the next step that will result in an increase in pay. The employee will then progress on the scale based upon the anniversary date of his/her promotion.

A new employee may be hired at the start rate set forth in Appendix "A". The term "new" shall apply to all employees on probationary status. If a newly hired employee has had previous experience in the work for which he was hired, he may be paid a rate in line with his experience and in accordance with the progression rate set forth for his job classification in Appendix "A".

Effective January 1, 2016 the 6 month pay rate has been moved to reflect a new start pay rate and the 6 month step has been eliminated. Employees will progress through the pay scale annually within their pay grade.

## **HOURS OF WORK**

### **Hours of Work and Premium Pay**

**Section 14.0** For the purpose of computing overtime pay, the regular work week start at 12:01 a.m., Monday morning.

- a) Time and one-half (1 ½ ) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week or in excess of eight (8) hours in any one (1) day. This Section shall apply to all employees in the bargaining unit.
- b) An employee shall be paid at time and one-half (1 ½) his regular straight time rate for all hours worked on Saturday and all hours worked on Sunday.
- c) Time and one-half (1 ½) in addition to holiday pay shall be paid for all hours worked on any of the holidays specified in Section 15.4.

- d) Employees shall have one (1) hour unpaid lunch period each day.
- e) All hours paid directly by the Employer to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

The payment of premium pay pursuant to this Agreement for any hour shall exclude that hour from consideration for overtime premium pay on any other basis, thus eliminating any duplication of overtime premium pay.

### **Pay Period Change**

**Section 14.1** Effective with the beginning of the last full pay period in September, 1999, the biweekly pay period shall begin on Friday at 12:01 a.m. (September 10, 1999) and end on the Thursday at 12:00 midnight (September 23, 1999). A \$100 lump sum bonus will be paid on the pay date of September 30, 1999.

## **FRINGE BENEFITS**

### **Longevity**

**Section 15.0** For the duration of this Agreement, only those employees who were receiving, or who were eligible to receive longevity payments as of May 15, 1986, shall continue to receive such payments in the same amount as they were then receiving. Longevity payments shall be paid annually and will be included in the payroll check covering the pay period during which the employee's anniversary date of employment occurs.

### **Insurance**

**Section 15.1** The following insurance plans will be provided:

#### **Health Insurance**

- a. Employee's choice of one of five different Simply Blue health plans through Blue Cross Blue Shield of Michigan. **For 2018 the County will fund up to \$7,970 for a single plan, \$17,992 for a 2 person plan or \$21,494 for a family plan.** If the employee selects a plan that exceeds the county's contribution limits, the employee will be required to contribute towards the cost of the premium. If the employee elects one of the qualified high deductible health insurance plans and the employee, and any dependents, are eligible for a deduction into a Health Savings Account, the County will fund the employees' Health Savings Account with the difference between the premium charge and maximum county funding.

**Each year of this agreement** the Employer contributions into employee Health Savings Accounts will be deposited on January 1<sup>st</sup> or the next normal business day

observed by some financial institutions. Weekends and holidays are not considered normal business days for some financial institutions. (All funding will be pro-rated for new hires depending on effective date of coverage).

**On an annual basis the County will increase funding for health insurance by the average annual increase in premium cost, across all categories and plans, up to a maximum increase of 15%. The change in cost of specific plans may vary from the average annual increase.**

During designated enrollment periods, employees, if eligible, may enroll in employees' choice of five different Simply Blue health plans through Blue Cross Blue Shield of Michigan.

In the event of an employee death while employed by the County, the employer sponsored health insurance will continue for 30 days from the date of employee's death.

### **Wellness Program**

**Annually from January 1st through December 31st employees (& spouse) who are enrolled in one of the five Simply Blue health insurance options are required to meet the following requirements:**

- **Every enrolled employee (& spouse) are required to complete a Health & Wellness online assessment annually through the Blue Cross Blue Shield of Michigan website between January 1<sup>st</sup> and December 31<sup>st</sup>. Blue Cross Blue Shield of Michigan will provide Lenawee County with a record of employee (& spouse) who have completed the assessment.**
- **Every enrolled employee (& spouse) are required to have a health maintenance exam (wellness exam) annually between January 1<sup>st</sup> and December 31<sup>st</sup>. The employee (& spouse) are required to submit a physician signed Lenawee County Wellness Visit Confirmation Form. A separate form is required for employee & spouse.**

**The County contribution for health insurance will be reduced by 20% for employees, including spouses if applicable, who have not fulfilled the annual exam and online assessment requirement in the prior year.**

**b. Medical Coverage Waiver (Buy-out)**

Cash compensation in lieu of medical coverage with proof from employee to employer of alternative health insurance coverage (to be included in employee's personnel file). Cash compensation will be paid to an eligible employee covered under this Agreement on the following scale:

One person policy	\$19.23 per pay period (26 per year)
Two person policy	\$28.85 per pay period (26 per year)
Family policy	\$38.46 per pay period (26 per year)

(Effective May 1, 2004)

One person policy	\$28.85 per pay period (26 per year)
Two person policy	\$43.27 per pay period (26 per year)
Family policy	\$57.70 per pay period (26 per year)

The Employer shall have no obligation to pay an additional health insurance premium on an employee's behalf if the employee may be covered by an addition to coverage already afforded to the employee's spouse or other immediate family member by the Employer. Subject to the other provisions of the Agreement, if the principal subscriber's insurance coverage is discontinued, the insurance coverage provided for by this Section shall revert to the other employee.

- c. Life Insurance and Accidental Death and Dismemberment will be 1 times annual salary rounded to the next highest thousandth, not to exceed \$50,000, for all employees covered by this Agreement who are enrolled in the plan, effective May 1, 2004.
- d. Dental Insurance - Class I and Class II dental benefits at a 50% basis to a maximum of **\$1,000.00** per year.
- e. Contract Re-opener. There shall be a contract re-opener effective May 1, 2009 in the event the County's total health care costs exceed eight percent (8%) in the third year (as compared to the County's health care costs in the second year) as determined by the County's health care provider. A copy of the computation will be provided to the Union. It shall be consistent with the current method of determining the County's costs.

## **Sickness and Accident Insurance**

**Section 15.2** As soon as possible after written ratification of this Contract, all current employees shall be covered under a sickness and accident insurance plan which shall pay benefits based upon the first day of an accident, the first day of hospitalization and the fifteenth (15<sup>th</sup>) day of sickness effective March 1, 2004. The amount of weekly benefits payable to an eligible employee shall be equal to 65% of the employee's gross weekly pay but not to exceed \$500 per week effective March 1, 2004 for all employees going on sickness and accident insurance after said date. The maximum duration for sickness and accident benefits shall be twenty-six (26) weeks, or the length of an employee's seniority, whichever is less, for each illness or accident. In addition to the above mentioned sickness and accident coverage, all current covered employees shall be eligible to receive a long term disability insurance coverage which shall commence beginning after twenty-six (26) weeks of illness or accident and shall pay benefits equal to sixty-five percent (65%) of gross weekly pay up to a maximum of \$500 per week effective March 1, 2004. The maximum duration for long-term sickness and accident insurance shall be the lesser of five (5) years, the length of an employee's seniority or until the employee has established eligibility for a permanent and total disability under the County's retirement plan, Social Security or Worker's Compensation. Accumulated sick leave earned prior to June 1, 1978 which has not been paid off shall be paid to an employee upon termination of employment on the basis of one-half (1/2) day's pay for



each sick leave day accumulated. No employee shall be allowed more than ninety-eight (98) retained sick leave days.

## **Vision Insurance**

**Effective January 1, 2018 Lenawee County shall offer vision coverage to all regular full-time employees and eligible dependents covered by this Agreement. The coverage is optional. Employee must elect coverage during regular annual open enrollment. Monthly premium cost will be shared 50/50 between employee and employer. Rates subject to change with Blue Cross Blue Shield of Michigan contract renewal.**

## **Mileage**

**Section 15.3** Mileage reimbursement is for the use of personally owned automobiles on County business at the direction of the Employer. The mileage reimbursement rate is set at the Internal Revenue standard mileage rate used to calculate the deductibles costs of operating an automobile for business.

## **Holidays**

**Section 15.4** Employees shall be paid at their current straight time hourly rate as provided hereinafter for the following holidays:

New Year's Date	Veteran's Day
President's Day	Thanksgiving Day
One-half day on Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Any other holiday approved by the Lenawee County Board of Commissioners providing they meet all of the following eligibility rules unless otherwise provided herein:

- a) The employee has thirty (30) days of employment as of the date of the holiday; and
- b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
- c) The employee must have worked his last scheduled work day prior to and his next scheduled work day after such holiday within the employee's scheduled work week.

Employees eligible under these provisions shall receive seven and one-half (7 ½) hours pay for each of the holidays specified in this Section computed at their regular straight time hourly rate.

When a holiday specified above falls within an eligible employee's approved vacation period and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

Employees who may be requested to work on a holiday and have accepted such holiday work assignment and then failed to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Section.

When any of the above mentioned holidays fall on Sunday, the day of observance shall be the following Monday. When the holiday falls on Saturday, it will be observed on the preceding Friday.

## **Paid Leave Policy**

**Section 15.5** Leave with pay shall be granted as prescribed herein:

- a) Eligibility for Leave. All regular full-time employees shall be eligible for paid leave. Further, all regular part-time employees shall receive paid leave on a ration of paid leave time accrued to the number of hours worked in the work week. All non-regular part-time, temporary, and seasonal employees will not be eligible to receive paid leave.
- b) Accrual of Paid Leave.
  - (1) Less than one (1) year of employment.  
All eligible employees who have completed less than one (1) year of employment shall accrue paid leave at a rate of .6 days earned each pay period.
  - (2) One (1) through five (5) years of employment.  
All eligible employees who have completed from one (1) through five (5) years of employment shall accrue paid leave at the rate of .8 days per pay period.
  - (3) Six (6) through ten (10) years of employment.  
All eligible employees who have completed from six (6) through ten (10) years of employment shall accrue paid leave at a rate of .9 days per pay period.
  - (4) Eleven (11) or more years of employment.  
All eligible employees who have completed from eleven (11) or more years of employment shall accrue paid leave at the rate of 1.0 days per pay period.
  - (5) Any paid leave over the maximum accrual rate shall be forfeited to the Employer as of March 1<sup>st</sup> of any given year. Only the maximum accrual will be carried over according to the following maximums permitted:
    - a. Less than one (1) year – 16 working days.
    - b. One (1) through five (5) years – 21 working days.
    - c. Six (6) through ten (10) years – 24 working days.
    - d. Eleven (11) or more years – 26 working days.
- c) Paid Leave Administration – Paid leave may be used for vacation, sickness, personal days or for other reasons subject to the following rules:
  - (1) If paid leave is to be used for vacation, it shall be taken with the approval of the department head and in accordance with a departmental vacation policy. Requests should be made thirty (30) days in advance, whenever possible, and the department head should consider the needs of County service and the seniority and wishes of the employee in granting paid leave for vacation;

- (2) If paid leave is to be used for medical, optical or dental appointments, the employee shall, whenever possible, give the department head twenty-four (24) hour's advance notice and receive prior approval of the department head;
- (3) If paid leave is to be used for sick days, requests for such leave must be made as close as possible to the start of the employee's shift and in no event later than one (1) hour after the start of the employee's shift unless the failure to notify the Employer is due to circumstances beyond the control of the employee. Failure to do so may be cause for denial of paid leave for the period of the absence.
- (4) If the paid leave is to be sick leave, the department head has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.
- (5) If paid leave is used as a personal day, the employee shall request approval of the department head at least one (1) day in advance. The department head's approval shall not be unreasonably withheld.
- (6) Paid leave shall be charged as used in amounts of not less than one-half (1/2) of one (1) full day except that one (1) day per year may be taken in two (2) hour increments for doctor and dental appointments.
- (7) Department heads shall keep necessary attendance records for paid leave time.
- (8) All employees must take off at least ten (10) working days per year of paid leave. Of this minimum of ten (10) days, there must be at least one (1) block of five (5) consecutive days off with pay.
- (9) Payment of unused paid leave time shall be paid upon termination.
- (10) If a holiday occurs during the time an employee is taking paid leave, the holiday will be paid to the employee and that day will not be deducted from the paid leave time.

## **Retirement Program**

**Section 15.6** Effective January 1, 2002 the current retirement plan for employees covered by this Agreement as set forth in Appendix B shall be amended to provide that the normal retirement date will be a) age 62 and 8 years of service; or b) the participants age plus years of benefit service equals 85 ("Rule of 85") and the employee contributions shall be increased by an additional two percent (2%) to four and one-half percent (4 ½ %) of gross pay. Effective January 1, 2007, the employee pension contribution shall be increased by one percent (1%) to five and one-half percent (5.5%). Effective January 1, 2009, the employee pension contribution shall increase by an additional one percent (1%) to six and one-half percent (6.5%). Effective January 1, 2011 eligible employees covered under this agreement who participate in the Defined Benefit Retirement Plan will have an employee contribution change from 6.5% of gross pay (pre-tax) to 8.5% of gross pay (pre-tax) for 2011. Effective January 1, 2012 eligible employees covered under this agreement who participate in the Defined Benefit Retirement Plan will have an employee contribution change from 8.5% of gross pay (pre-tax) to 10% of gross pay (pre-tax) for 2012.

Beginning with the 2011 plan year, employees who participate in the Lenawee County Board of Commissioners Retirement Income Plan (Defined Benefit Plan) will have the option to freeze their Defined Benefit by opting out of the Defined Benefit Plan and be enrolled in the Lenawee County Board of Commissioners Defined Contribution Plan. Employees opting out of the Defined Benefit Plan will NOT have the opportunity to opt back in. Employees who opt out must do so during designated periods prior to the beginning of the plan year. The plan year begins on January 1 and ends on December 31.

- a. Defined Contribution Retirement Plan. Any employee covered under this agreement hired on or after March 1, 2004 will only be eligible to enroll in the County's Defined Contribution Retirement Plan with a mandatory contribution rate of 7.5% of gross pay (pre-tax). The employer will also contribute 7.5% of an employee's gross pay. Investments to be directed by the employee through available options. Vesting period shall be five (5) years. Contributions to begin on the date of hire. Effective January 1, 2011 the mandatory employee contribution will be 5% of gross pay (pre-tax). The employer will also contribute 5% of an employee's gross pay.

### **Worker's Compensation**

**Section 15.7** All employees covered by this Agreement shall be covered by Michigan Worker's Compensation laws.

### **Unemployment Compensation**

**Section 15.8** The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement using Michigan Employment Security Commission policy, rules and regulations.

## **MISCELLANEOUS**

### **Bulletin Board**

**Section 16.0** The Employer agrees to furnish space on one (1) bulletin board to be designated by the Employer for the Union's use in posting notices approved by the Employer.

### **Change of Address**

**Section 16.1** Employees shall notify the Employer or the employee's immediate supervisor in writing of any change of an address within five (5) working days after such change has been affected. The Employer shall be entitled to rely upon the address shown on its records.

## **Termination Notice**

**Section 16.2** All employees will give at least ten (10) working days' notice before termination and will report to the Personnel Department to fill out appropriate forms. Failure to give proper notice will result in non-payment of accrued benefits.

## **Breaks**

**Section 16.3** The policy on breaks in existence prior to this Agreement shall be continued in effect for the duration of this Agreement.

## **Prior Agreements**

**Section 16.4** This Agreement terminates and supersedes all prior agreements, practices and understandings of any kind between the Employer and the employees. This Agreement constitutes the entire Agreement and there are no other agreements in writing or implied of any kind whatsoever. It is further agreed that none of the terms and conditions of this Agreement may be altered or amended except by written consent of the parties to this Agreement.

## **Equal Opportunity Employment**

**Section 16.5** The provisions of this Agreement shall apply to all employees covered by this Agreement regardless of race, color, creed, national origin or sex.

## **Severability**

**Section 16.6** If any provision of this Agreement shall be in conflict with any existing or future State or Federal law or regulation or if the application of any provision of this Agreement would give rise to a violation of any existing or future State or Federal law or regulation, such provisions shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

## **Copies of Contract**

**Section 16.7** The Employer agrees to provide a copy of this Agreement to each employee covered by this Agreement.

## **Magistrates**

**Section 16.8** The appointment and removal of Magistrate I and II duties shall be at the sole discretion of the Judge. It is the Courts policy that Magistrates receive a minimum of two (2) hours call-in pay for those occasions when it is necessary for the Magistrates to come in during non-working hours.

# **SCOPE OF AGREEMENT**

## **Waiver**

**Section 17.0** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, that each of the parties has

bargained in good faith upon all such demands and proposals and that the understanding 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 agree 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.

## TERMINATION

### Duration

**Section 18.0** This Agreement shall continue in full force and effect from the date of signing of the Agreement until **December 31, 2020** and for successive yearly periods thereafter unless notice is given in writing by either the Union or the Employer to the other at least sixty (60) days prior to **January 1, 2021**, or any anniversary date thereafter of its desire to modify, amend or terminate this Agreement; this Agreement shall remain in full force and effect during the period of negotiations until terminated as provided hereinafter.

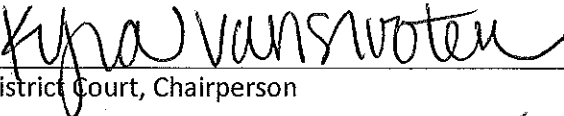
If notice of intention to modify or amend has been given at least sixty (60) days prior to **January 1, 2021**, or any anniversary date thereafter in accordance with the above provisions, by either party, this Agreement may be terminated by either party on ten (10) days written notice of termination given to the other party on or after **December 31, 2020**, following said notice of intention to modify or amend. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Governmental Employees Labor Council or to the Employer, C/O Lenawee County Administrator's Office, Courthouse, Adrian, MI 49221.

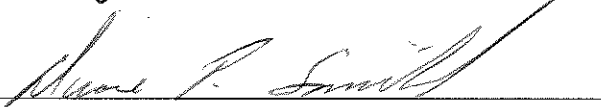
The employer and union will begin negotiations for the **2021 agreement by September, 2020**

## EFFECTIVE DATE AND SIGNATURE


THIS AGREEMENT shall take effect at 12:01 a.m. on the 1<sup>st</sup> day of January, 2018, IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

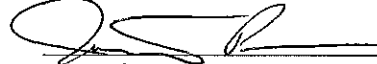
GOVERNMENTAL EMPLOYEES LABOR COUNCIL

  
District Court, Chairperson

  
Business Representative  
Government Employees Labor Council

LENAWEE COUNTY DISTRICT COURT

  
Laura J. Schaedler  
District Court Judge

  
Jonathan L. Poer  
District Court Judge  
Chief

**APPENDIX "A"**  
**COMPENSATION SCHEDULE: G.E.L.C. DISTRICT COURT**

PAY		Start	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR
GRADE	POSITION NUMBER / TITLE	1	2	3	4	5	6	7	8	9
GELC75CT02	31040-## Deputy Court Clerk I	\$12,231.5 \$23,851.43	\$12,456.3 \$24,289.79	\$12,906.6 \$25,167.87	\$13,357.0 \$26,046.15	\$13,807.1 \$26,923.85	\$14,257.4 \$27,801.93	\$14,707.6 \$28,679.82	\$15,157.9 \$29,557.91	\$15,608.0 \$30,435.60
GELC75CT03	31050-## Deputy Court Clerk II	\$13,026.3 \$25,401.29	\$13,266.1 \$25,868.90	\$13,745.7 \$26,804.12	\$14,225.0 \$27,738.75	\$14,704.7 \$28,674.17	\$15,183.9 \$29,608.61	\$15,663.6 \$30,544.02	\$16,143.0 \$31,478.85	\$16,622.7 \$32,414.27
GELC75CT05		\$14,774.8 \$28,810.86	\$15,047.0 \$29,341.65	\$15,590.5 \$30,401.48	\$16,134.6 \$31,462.47	\$16,678.5 \$32,523.08	\$17,222.5 \$33,583.88	\$17,766.3 \$34,644.29	\$18,310.2 \$35,704.89	\$18,853.8 \$36,764.91
GELC75CT05a	31070-## Deputy Court Clerk II / Fin Clk	\$18,276.3 \$35,638.79	\$18,835.8 \$36,729.81	\$19,395.0 \$37,820.25						
GELC75CT06	31080-01 Deputy Court Clerk III 31128-01 Probation Compliance Officer	\$15,735.1 \$30,683.45	\$16,024.5 \$31,247.78	\$16,604.2 \$32,378.19	\$17,183.1 \$33,507.05	\$17,762.4 \$34,636.68	\$18,341.9 \$35,766.71	\$18,921.0 \$36,895.95	\$19,500.4 \$38,025.78	\$20,079.3 \$39,154.64
GELC75CT06a	31090-01 Deputy Crt Clk III/Juror Clerk	\$21,099.3 \$41,143.64								
GELC75CT07	31130-## Probation Officer	\$18,244.1 \$35,576.00	\$18,656.2 \$36,379.59	\$19,480.4 \$37,986.78	\$20,304.9 \$39,594.56	\$21,129.2 \$41,201.94	\$21,953.9 \$42,810.11	\$22,778.1 \$44,417.30	\$23,602.5 \$46,024.88	\$24,427.1 \$47,632.85

2.00% Increase - Effective January 1, 2018

PAY		Start	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR
GRADE	POSITION NUMBER / TITLE	1	2	3	4	5	6	7	8	9
GELC75CT02	31040-## Deputy Court Clerk I	\$12,476.1 \$24,328.40	\$12,705.4 \$24,775.53	\$13,164.7 \$25,671.17	\$13,624.1 \$26,567.00	\$14,083.2 \$27,462.24	\$14,542.5 \$28,357.88	\$15,001.8 \$29,253.51	\$15,461.1 \$30,149.15	\$15,920.2 \$31,044.39
GELC75CT03	31050-## Deputy Court Clerk II	\$13,286.8 \$25,909.26	\$13,531.4 \$26,386.23	\$14,020.6 \$27,340.17	\$14,509.5 \$28,293.53	\$14,998.8 \$29,247.66	\$15,487.6 \$30,200.82	\$15,976.9 \$31,154.96	\$16,465.9 \$32,108.51	\$16,955.2 \$33,062.64
GELC75CT05		\$15,070.3 \$29,387.09	\$15,347.9 \$29,928.41	\$15,902.3 \$31,009.49	\$16,457.3 \$32,091.74	\$17,012.1 \$33,173.60	\$17,567.0 \$34,255.65	\$18,121.6 \$35,337.12	\$18,676.4 \$36,418.98	\$19,230.9 \$37,500.26
GELC75CT05a	31070-## Deputy Court Clerk II / Fin Clk	\$18,641.8 \$36,351.51	\$19,212.5 \$37,464.38	\$19,782.9 \$38,576.66						
GELC75CT06	31080-01 Deputy Court Clerk III 31128-01 Probation Compliance Officer	\$16,049.8 \$31,297.11	\$16,345.0 \$31,872.75	\$16,936.3 \$33,025.79	\$17,526.8 \$34,177.26	\$18,117.6 \$35,329.32	\$18,708.7 \$36,481.97	\$19,299.4 \$37,633.83	\$19,890.4 \$38,786.28	\$20,480.9 \$39,937.76
GELC75CT06a	31090-01 Deputy Crt Clk III/Juror Clerk	\$21,521.3 \$41,966.54								
GELC75CT07	31130-## Probation Officer	\$18,609.0 \$36,287.55	\$19,029.3 \$37,107.14	\$19,870.0 \$38,746.50	\$20,711.0 \$40,386.45	\$21,551.8 \$42,026.01	\$22,393.0 \$43,666.35	\$23,233.7 \$45,305.72	\$24,074.6 \$46,945.47	\$24,915.6 \$48,585.42

2.00% Increase - Effective January 1, 2019

PAY		Start	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR
GRADE	POSITION NUMBER / TITLE	1	2	3	4	5	6	7	8	9
GELC75CT02	31040-## Deputy Court Clerk I	\$12,850.4 \$25,058.28	\$13,086.6 \$25,518.87	\$13,559.6 \$26,441.22	\$14,032.8 \$27,363.96	\$14,505.7 \$28,286.12	\$14,978.8 \$29,208.66	\$15,451.9 \$30,131.21	\$15,924.9 \$31,053.56	\$16,397.8 \$31,975.71
GELC75CT03	31050-## Deputy Court Clerk II	\$13,685.4 \$26,686.53	\$13,937.3 \$27,177.74	\$14,441.2 \$28,160.34	\$14,944.8 \$29,142.36	\$15,448.8 \$30,125.16	\$15,952.2 \$31,106.79	\$16,456.2 \$32,089.59	\$16,959.9 \$33,071.81	\$17,463.9 \$34,054.61
GELC75CT05		\$15,522.4 \$30,268.68	\$15,808.3 \$30,826.19	\$16,379.4 \$31,939.83	\$16,951.0 \$33,054.45	\$17,522.5 \$34,168.88	\$18,094.0 \$35,283.30	\$18,665.2 \$36,397.14	\$19,236.7 \$37,511.57	\$19,807.8 \$38,625.21
GELC75CT05a	31070-## Deputy Court Clerk II / Fin Clk	\$19,201.1 \$37,442.15	\$19,788.9 \$38,588.36	\$20,376.4 \$39,733.98						
GELC75CT06	31080-01 Deputy Court Clerk III 31128-01 Probation Compliance Officer	\$16,531.3 \$32,236.04	\$16,835.4 \$32,829.03	\$17,444.4 \$34,016.58	\$18,052.6 \$35,202.57	\$18,661.1 \$36,389.15	\$19,270.0 \$37,576.50	\$19,878.4 \$38,762.88	\$20,487.1 \$39,949.85	\$21,095.3 \$41,135.84
GELC75CT06a	31090-01 Deputy Crt Clk III/Juror Clerk	\$22,166.9 \$43,225.46								
GELC75CT07	31130-## Probation Officer	\$19,167.3 \$37,376.24	\$19,600.2 \$38,220.39	\$20,466.1 \$39,908.90	\$21,332.3 \$41,597.99	\$22,198.4 \$43,286.88	\$23,064.8 \$44,976.36	\$23,930.7 \$46,664.87	\$24,796.8 \$48,353.76	\$25,663.1 \$50,043.05

3.00% Increase - Effective January 1, 2020



## RETIREMENT

Group 4 (Eligible employees hired before March 1, 2004)

Appendix B

<b>Lenawee County Retirement Plan</b>	
Description	Benefit
Normal retirement	65 years (Before 01/01/2002) Age 62 with 8 years of service or "Rule of 85" (effective 01/01/2002)
Retirement benefit formula (annual)	2.0% X yrs svc X avg highest 60 consecutive months earnings (effective 04/01/1994)
Vesting	8 years
Mandatory retirement	None
Early retirement (reduced benefit)	55 years of age with 10 years of service
Early retirement reduction	.56% x # months preceding 65 <sup>th</sup> birthday, max: 60 months (33%) .28% x # months preceding 60 <sup>th</sup> birthday, max: 60 months (17%) Effective 01/01/2002 .56% x # months preceding Normal Retirement Date, Max: 60 months (33%) .28% x # months following initial retirement reduction, Max: 24 months (7%)
Deferred retirement	8 or more years: 65-regular 10 or more years: 55-reduced Effective 01/01/2002: 8 or more years: 62-regular 10 or more years: 55-reduced
Disability retirement	Total & permanent disability w/10 or more years; Worker's compensation offset.
Death benefit	Survivor's annuity (50%) for spouse and/or dependent children (Effective 04/01/1994)
Duty connected death benefit	None
Maximum svc credit	None (Effective 04/01/1994)
Compensation cap	None (Effective 04/01/1994)
Optional forms of payment	Modified cash refund (previously known as the straight life option); optional reduced survivor's benefits
Member contributions	2.5% of gross pay (pre-tax) (Effective 04/01/1994) 4.5% of gross pay (pre-tax) (Effective 01/01/2002) 5.5% of gross pay (pre-tax) (Effective 01/01/2007) 6.5% of gross pay (pre-tax) (Effective 01/01/2009) 8.5% of gross pay (pre-tax) (Effective 01/01/2011) 10% of gross pay (pre-tax) (Effective 01/01/2012)