

AGREEMENT

BETWEEN

**LIVINGSTON COUNTY CIRCUIT COURT;
OFFICE OF THE FRIEND OF THE COURT;
PROBATE COURT OF LIVINGSTON COUNTY; AND THE
53RD DISTRICT COURT OF LIVINGSTON COUNTY**

AND

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES/MAPE
THE CERTIFIED *UNION* REPRESENTING THE
LIVINGSTON COUNTY EMPLOYEES ASSOCIATION**



**EFFECTIVE:
1.1.2017 - 12.31.2019**

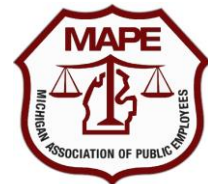


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AGREEMENT

This Agreement is entered into this ____ day of _____, 2016, effective **January 1, 2017**, where applicable, by ***Livingston County Circuit Court and Office of the Friend of the Court, Probate Court of Livingston County; and the 53rd District Court of Livingston County***, collectively hereinafter called the “***Employer***”, and the **Michigan Association of Public Employees/MAPE** the Certified *Union* representing the ***Livingston County Employees Association***.

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with the Employer in respect to pay, wages, hours of employment and other conditions of employment for the:

Regular full-time and part-time employees of the (1) Livingston County Circuit Court (including Friend of the Court office); (2) Livingston County Probate Court; and, (3) the 53rd District Court of Livingston County (which are distinctive collective bargaining units), including only court officers, court reporters, some secretaries and juvenile officers of the Circuit Court, but excluding all other employees, including, but not limited to, Chief Deputy Clerk of District Court, Court Administrator/Register/Hearings Officer at Probate Court, juvenile court psychologists, the Friend of the Court, research attorneys, law clerks, circuit court probation officers, and the Magistrate of the District Court, Court Administrators, Shelter Home Coordinator, house parents and Foster Care/Adoption Supervisor, Juvenile Register, Probate Register, Court Financial Officer, and Supervisors.

ARTICLE 2 **AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3
UNION SECURITY

A. The Employer will not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any employee who chooses not to be a member of, or not to pay dues/fees to the Union.

B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/ fees to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

- 1.** The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject.
- 2.** All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- 3.** The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- 4.** The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a

remittance is transmitted, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

5. The Union shall provide at least thirty (30) days' written notice to the Employer for the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

D. The Parties agree that should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the Union Security provisions found in Article 3 of the 2010-2013 Collective Bargaining Agreement between the Livingston County Circuit Court, Office of Friend of the Court, Probate Court of Livingston County, the 53rd District Court of Livingston County and MAPE shall be reinstated. However, either party may then also request to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 4 **STEWARDS**

The Employer recognizes the right of the Union to designate a Steward and an Alternate from the seniority list in each court as follows:

Friend of the Court
Circuit, Probate Court, and Juvenile Courts
District Court

The authority of the Steward and Alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

B. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the court involved without loss of time or pay during his regular working hours; provided, however, this privilege shall not be abused.

ARTICLE 5
MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

B. Overtime. The Employer has the right to schedule overtime work as required in a manner most advantageous to the courts.

C. Work Schedule. The Employer shall have the right to determine reasonable schedules of working hours and days in each respective court and to establish the methods and processes by which such work is performed.

D. Discipline and Discharge. The Employer reserves the right to discipline and discharge non-probationary employees for just cause.

E. Retention of Rights. The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the court.

F. Contracts. The Union recognizes that the Employer has statutory rights and obligations in contracting for matters relating to court operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor to decrease the size of the bargaining unit. Notwithstanding the above, Circuit Court reporters may be replaced with a recording and/or video system.

Further, District Court and Probate Court recorders/reporters functions may be replaced by recording and/or video system, as permitted by law.

G. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

H. Direction of Work Force. The Employer reserves the right to direct the work force and assign duties and responsibilities.

I. Job Improvement. The Employer reserves the right to require employees to attend schooling for improvement in their ability to perform their duties at the expense of the Employer.

J. Physical Examination. The Employer reserves the right to require an employee, at the Employer's expense, to take a physical examination (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, including a pattern of reoccurring absenteeism; (2) on the return from leave of absence; or (3) if the Employer has reasonable cause to believe that an employee is abusing sick leave. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee. On the basis of said physical examination, the Employer may sever said employee.

K. Background Checks. New employees will be subject to a criminal history background check and drug testing. For new employees whose duties would have them in contact with children, there is also a requirement for a Central Registry check with DHS.

L. Chief Judge Rule. All parties recognize the authority of the Chief Judge that is set forth in Chief Judge Rule 8.110.

M. Consolidated Courts. Should there be a statutory directive, local administrative order, or Supreme Court order to consolidate the Courts that materially affects the duties and responsibilities of any union position, the current collective bargaining agreement will be reopened to address the effects of such order or directive at the request of either the Union or Employer.

ARTICLE 6 **COURT PERSONNEL RULES**

The Employer may provide Personnel Rules for use in the applicable unit. In any conflict between the Unit Personnel Rules and this Agreement, this Agreement shall take precedence.

ARTICLE 7 **GRIEVANCE PROCEDURE**

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps.

STEP 1. Any employee having a grievance shall first take up the matter with his/her immediate supervisor and Union representative. A grievance not submitted within five (5) working days of its occurrence or when the employee could

reasonably have obtained knowledge of its occurrence shall be considered automatically closed.

STEP 2. In the event the supervisor in STEP 1 does not give a decision within five (5) working days, or the matter is not satisfactorily settled in STEP 1, the employee or Steward shall reduce the grievance to writing and present a copy to the immediate supervisor. Said grievance shall be signed by the grievant and must be presented within five (5) working days to the immediate supervisor from the Employer's disposal of the grievance or failure to dispose of same at STEP 1. Said supervisor shall, within five (5) working days after receipt of the written grievance, give his decision in writing. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) working days by the said supervisor. Unresolved grievances shall proceed to STEP 3, provided they have been appealed within five (5) working days from the date the answer was received or due.

STEP 3. In the event the grievance is not settled or disposed of at STEP 2, and it has been properly appealed to STEP 3 as provided in STEP 2 above, the presiding judge of the Court involved and a representative of the Local Union and MAPE shall meet within twenty (20) working days of the day of appeal, unless otherwise mutually extended by Agreement in writing to discuss the grievance and, if the parties at this step cannot settle the grievance or otherwise dispose of it, the said judge, within five (5) working days of the meeting, shall give his answer to the grievance in writing.

STEP 4. In the event the grievance is not settled at STEP 3, the grieving party may appeal, within twenty (20) working days of the said judge's answer or failure to answer, to arbitration. The Employer and the Union shall mutually select the Arbitrator. The arbitration procedures under this contract, including the selection of an Arbitrator, in the event the parties are not able to mutually agree on an Arbitrator, shall be conducted under the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall proceed as promptly as possible to hear the controversy between the parties. The decision of the Arbitrator shall be binding and final on both parties.

The Arbitrator's decision on any matter properly submitted as a grievance for dispute must be based upon an interpretation of the provisions of this Agreement or any supplemental agreements entered into between the Employer and the Union.

The Arbitrator shall have no authority to require the Employer to purchase buildings or new equipment.

The Arbitrator shall have no power to add to or subtract from or modify the terms and conditions of this Agreement.

The Arbitrator's fees and the expense of arbitration shall be shared equally by the Employer and the Union. However, each party shall bear their own expenses in connection with the arbitration.

C. Any grievance not appealed from a decision in one of the steps above to the next step within the prescribed time limits shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual Agreement by written memorandum.

D. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to be withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8

DISCHARGE AND SUSPENSION

A. The Employer shall have the right to discipline non-probationary employees for cause up to, and including, discharge.

B. Notice of Discharge or Suspension. Before disciplinary action resulting in loss of pay or time off including discharge, is taken against an employee, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to the supervisor who is rendering such discipline. The Steward or other union officer shall be present at such time, if available. If the Steward or other union officer is not available, notice shall be sent to the Union Steward by the Employer of any such discipline or discharge within eight (8) work hours of the invocation of such discipline or discharge.

C. The discharged or suspended employee shall be allowed to discuss his/her discharge or suspension with an available Steward or other union officer and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

D. Appeal of Discharge or Suspension. Should the discharged or suspended employee or a Steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the Steward beginning at STEP 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. The Employer will review the discharge or suspension and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to STEP 4 of the grievance procedure.

E. Oral Reprimand. Oral reprimands shall not be grievable and they shall not be considered as discipline. Written summaries of an oral reprimand may be placed in employee's personnel file, provided a copy is also made available to the affected employee. Oral reprimands may be subsequently used by the Employer when the Employer gives a written warning and/or later disciplines the employee provided said warning and/or disciplines occur within six (6) months of the issuance of the oral reprimand. If no such written warning or later discipline occurs within six (6) months of the issuance of the oral reprimand, the summary shall be removed from the employee's personnel file.

F. Special Conferences. Special conferences for important matters will be arranged between the Livingston County Employees Association President and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Local and/or a representative of Michigan Association of Public Employees/MAPE.

The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

The provisions of this paragraph for special conferences shall not be abused.

G. Disciplinary Time Off. At the Employer's option disciplinary time off due to a disciplinary action concerning the employee's attendance may be deducted from the employee's accumulated vacation in lieu of requiring employee to miss scheduled work days as an unpaid disciplinary suspension, up to a maximum of ten (10) work days per year.

ARTICLE 9 **SENIORITY**

A. There shall be no unit-wide or court-system-wide seniority. Seniority shall be restricted to the specific unit in which the employee works.

B. For purposes of seniority, the following specific units are hereby recognized:

1. The Circuit Court and Friend of the Court as one unit;
2. District Court;
3. Probate Court;
4. Juvenile Court.

C. Probationary Employees. New employees hired in the unit shall be considered probationary employees for the first ninety (90) days of actual work of their employment, during which time they may be disciplined or discharged without recourse to the grievance procedure. During the probationary period, employees are at will. The Union shall have no right to represent said employees during the probationary period on any matters relating to discipline or discharge. Employees may be terminated or disciplined within the sole discretion of the Employer during the probationary period. The Employer may extend the probationary period for another ninety (90) days of actual work when the Employer determines that the employee is only marginally or is unsatisfactorily performing his/her duties. In the event that the Employer decides to extend the probationary period the subsequent ninety (90) days, the Employer shall notify the Union and the affected employee prior to said extension. The decision to extend the probationary period shall not be grievable. When an employee satisfactorily completes the probationary period of either ninety (90) days of work or one hundred eighty (180) days of work, he/she shall be entered on a seniority list of the court in which he/she works with his/her seniority date beginning at the date of his/her hire.

D. Seniority shall not be affected by age, race, creed, sex, religion, marital status, national origin, or physical handicap, as required by law.

E. In the event there is a vacancy in any unit, said vacancy shall be posted unit-wide (all courts) for a period of five (5) working days. In the situation where the Employer waives a job requirement(s), this decision will be included in the posted notice. Employees in the unit where the vacancy occurs may bid for the job. Employees in the other court units may apply for the job during this time, but shall not be given any preference or additional consideration, nor do they have the right to "bid" for the same as provided hereunder. After said five (5) days, the vacancy may be posted or advertised outside of the three court units.

- 1.** Those bidding for the vacancy from the unit where the vacancy occurs shall be given preference for said job based upon seniority and ability to do the work.

2. Employees who bid and are employed hereunder shall be given up to a 90-day trial period. Any employee disqualified for the bidded job within the ninety (90) days shall be given a written statement of reasons for the disqualification.
3. During said 90-day trial period, at any time, at the employing judge's sole discretion, said employee may be disqualified.

It is agreed that this subsection (9E) shall not apply to filling the Judicial Secretary, and positions classified at Pay Grade VIII or above as set forth in Appendix A, except the Employer agrees to post a notice of the available position in all courts.

F. In the event an employee having seniority in a given court completes the qualifying period to the satisfaction of the employing judge, said employee then will carry his/her full seniority from the previous court into the court in which he/she is accepted.

G. Employees who bid as a matter of right or by acceptance, who are disqualified after working on the job, shall be permitted to return to their previous job with full seniority rights.

H. Each court will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months, if requested.

I. Job descriptions and up-dated job descriptions will be kept at the Personnel Office. The Union Representatives may review them. The Parties recognize that the Employer is maintaining its right to change job descriptions.

ARTICLE 10 **LOSS OF SENIORITY**

An employee shall lose his/her seniority for the following reasons:

- A.** Quits.
- B.** Discharged for just cause, if non-probationary employee.
- C.** Does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made with the consent of the Employer.

- D. Failure to return from sick leave and leaves of absence when scheduled to return.
- E. Retires.
- F. If the employee falsifies his employment application and same is discovered within ten (10) years of initial employment.
- G. If the employee refuses to take a physical examination at the Employer's request and cost upon the completion of a medical leave of absence for good cause shown, or upon the return to work from absence because of injury or illness, or when the employee's physical capabilities interfere with his/her job performance.
- H. If an employee comes to work intoxicated or under the influence of illegal drugs or drinks intoxicating beverages or takes illegal drugs on the job or, except in the line of duty, brings intoxicating beverages or illegal drugs to or in the Employer's premises and/or vehicles at any time.
- I. Knowingly reveals confidential information to unauthorized persons.
- J. Knowingly provides legal aid or makes legal references to the public.
- K. He/she is convicted or pleads guilty or nolo contendere to a felony.

ARTICLE 11 **LAYOFFS**

- A. Permanent Employees. The Employer may lay off employees. The duties performed by an employee laid off may be reassigned with reason to other employees already working who hold positions in appropriate classes.
- B. Order of Layoff. Layoff of employees shall be made by inverse order of their Seniority within a position classification in their respective court or Friend of the Court office, with probationary employees being laid off first, then part-time employees. The Employer shall give written notice to the employee and the Union of any proposed layoff.

Such notice shall be submitted at least ten (10) working days before the effective date thereof.

ARTICLE 12

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail. If any employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE 13

TRANSFERS

A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the Unit, and is thereafter, within five (5) years, transferred again to a position within the Unit, he/she shall have the seniority they earned while working in the unit. After being out of the unit for five (5) years or more, the employee shall not have prior seniority when transferring back to the unit. Employees not previously in the bargaining unit transferring from other County units and those who were previously in the unit and transfer back shall be given credit for service time in computing of benefits, i.e., vacation accrual, sick leave accrual, etc., but shall earn no seniority while working outside the bargaining units and shall be placed on a step which will result in no loss of pay.

B. The Employer agrees that employees shall not be arbitrarily transferred from Brighton to Howell or vice versa. The Employer agrees to allow consenting employees to exchange Brighton/Howell work locations with the written concurrence of the employees involved, subject, however, to the affected judge's final approval or disapproval.

C. The Employer agrees that it will discuss any movement of work not covered in (A) or (B) with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 14 **REINSTATEMENT OF VETERANS**

The re-employment rights of employees who leave employment to serve in the Armed Forces of the United States of America will be in accordance with all applicable laws and regulations.

ARTICLE 15 **LEAVES OF ABSENCE**

A. Leaves of absence without pay for periods not to exceed six (6) months or a period of time equal to an employee's accumulated seniority at the time of the requested leave, whichever is less, may be granted, in writing, without loss of seniority for the below stated reasons. However, it is expressly understood and agreed that while an employee is on a leave of absence without pay, he/she shall not accrue or maintain any benefits otherwise provided to employees, excepting only that health and dental shall continue to be paid by the Employer for the first sixty (60) days of said leave of absence and seniority shall be maintained while on said leave, but shall not accrue during said leave. This Section does not apply to a Family and Medical Leave Act {FMLA} leave unless otherwise noted.

1. Disability leave, being an employee disability, including mental or physical (including an employee's pregnancy) which is not covered under the FMLA. The disability must be certified by an attending physician.
2. Prolonged illness in immediate family, which must be certified by an attending physician which is not covered by the FMLA. The definition of "immediate family" for purposes of this section shall be: spouse, parents, sister, brother, children, stepchildren, or a relative or in-law living or making his home in the employee's household.

3. If the Employer has reason to question an employee's need for a disability leave, the Employer may request certification of the employee's ability to work from employee's attending physician or Employer's selected doctor.
4. Such leaves may be extended for like cause for up to a six (6) month period of time, provided the employee makes written application for such extension at least one (1) month prior to the expiration date of the current leave.
5. Members of the Union elected to attend a function of MAPE, such as conventions or educational conferences, shall be allowed time off without loss of seniority to attend such conferences and/or conventions. The total time allowed off shall not exceed ten (10) days per year for the entire membership. Not more than one (1) employee per court unit shall be allowed said leave at any one time per year.
6. In addition to the leaves of absence provided above, the Employer may, in its sole discretion, grant a leave of absence for additional causes, provided same are in writing.

B. When an unpaid leave of absence under this Agreement is granted for a specific period of not more than six (6) months, and is not extended beyond such period, the individual shall return to the position he/she held at the time the leave was granted, seniority permitting, or to a position to which their seniority entitles them. When an unpaid leave is required for a period of more than six (6) months, the employee's position will not automatically be held open for him/her. Employee shall be reinstated after return from leave when comparable employment for which the employee is qualified is available with the court for which the employee worked. If comparable employment is not immediately available, the employee shall be on layoff status until a position is available.

C. Employees shall maintain, but shall not accumulate seniority while on any leave of absence granted by the provisions of this Agreement. Benefits provided for under this Agreement shall not be maintained nor accrue while on an unpaid leave of absence, except health, dental and life insurance shall be paid for by the Employer for the first sixty

(60) days of a leave of absence, and if the leave is a FMLA leave, health, dental and life insurance shall continue for twelve (12) weeks.

D. The Parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

E. Employees shall exhaust all applicable accrued paid leave, except purchased time under the Livingston County Flexible Benefit Plan, prior to an unpaid leave of absence under this Article.

ARTICLE 16 **UNION BULLETIN BOARDS**

The Employer will provide one (1) bulletin board in an appropriate place in each building to be used by the Union for posting of notices of the following types:

Notices of recreational and social events;
Notices of Union elections;
Notices of results of Union elections; and
Notices of meetings.

Notices of job postings (for Circuit Court and Friend of the Court), one board is designated for this purpose and is located in the Employee's Lounge in the Law Center.

ARTICLE 17 **RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be placed in an existing classification, the Employer reserves the right to establish a classification and rate structure, subject to the provisions stated below. Under such circumstances, the Employer shall notify the Union at least twenty-one (21) calendar days prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within fourteen (14) calendar days. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the fourteen (14) calendar day period. In the event the parties

reach an impasse and cannot reach an agreement, the Employer may implement its last best offer. Any disagreement by the Union shall not be subject to the grievance procedure.

ARTICLE 18

TEMPORARY ASSIGNMENTS

A. An employee who is temporarily assigned to perform majority of his/her duties and responsibilities in a position of a higher classification for more than five (5) consecutive work days shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy beginning the sixth working day, and retroactive to the first day of their assignment. An employee temporarily assigned to work in a position at the same or lower salary grade shall not suffer any loss of pay during the period of the temporary assignment.

B. When the Employer is temporarily filling a position of a higher classification, for a period of sixty (60) calendar days or less, the Employer reserves the right to select the person who it believes is best qualified for the position from the bargaining unit. Assignments of sixty-one (61) calendar days or more shall be filled per Article 9(E). All temporary assignments to Judicial Secretary positions shall not be limited by this subsection and shall be in the Employer's discretion.

ARTICLE 19

PART-TIME PERSONNEL

A. Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will receive no benefits and will progress up the salary schedule annually.

B. Personnel budgeted and regularly scheduled to work twenty-one (21) to thirty-one (31) hours per week will receive five (5) vacation days (40 hours) and six (6) sick days (48 hours) per year. They will progress up the salary schedule annually. Personnel scheduled to work thirty (30) hours per week will be eligible for Blue Cross/Blue Shield insurance coverage.

C. Personnel budgeted and regularly scheduled to work thirty-two (32) to thirty-nine (39) hours per week will receive eight (8) days (64 hours) vacation and nine (9) sick days (72 hours) per year. They will be eligible for Blue Cross/Blue Shield insurance and progress up the salary progression scale annually.

D. The number of hours scheduled will be the number of hours approved by the Livingston County Board of Commissioners for the position. Hours compensated shall mean time for which an employee receives compensation, whether from actual work, or sick, vacation, or compensatory time.

ARTICLE 20

OVERTIME

A. For Fair Labor Standards Act (FLSA) non-exempt employees, time and one-half will be paid only for any hours worked over forty (40) per week. In lieu of overtime, employees may be granted compensatory time off at time and one-half consistent with the Federal Fair Labor Standards Act. The decision to grant compensatory time off will be determined by the Employer after consultation with the employee. Employees considered exempt per the FLSA will receive time and one-half (1 1/2) for overtime in compensatory time off for any hours worked over forty (40) per week.

B. Double time will be paid, or double time allowed off within the same pay period, for all requested and approved hours worked on holidays that are defined in the Agreement. The decision to grant time off will be determined by the Employer after consultation with the employee.

C. Overtime hours shall be divided as equally as possible among employees in the same classifications in their respective unit, provided they are qualified and able to do the work assigned. An up-to-date list showing overtime hours will be posted monthly in a prominent place in their respective units. This section of the Agreement shall not apply to FLSA exempt employees (professional employees).

When overtime is required, the person with the least number of overtime hours in that classification within their respective unit, provided they are qualified and able to do the work assigned, will be called first, and so on down the list, in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employees working during the overtime period.

The sole remedy for failure to equalize overtime shall be that the employee will receive preference for future overtime work until such situation is corrected.

D. In any event, overtime is compulsory and shall be computed from January 1 through December 31 of each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

E. The Employer has the right to assign employees to be on call. Employees required to be on call will be compensated at time and one-half (1 1/2) pay or compensatory time off, despite Article 20, Section A, when actually required to work when outside their normal working hours, i.e., direct client communication or direct communication with others pertaining to a particular client. Employees required to be on call for a seven consecutive day period will also be provided with five (5) hours of comp time in addition to the above, or pro rata, if less than seven (7) consecutive days. If the Court orders placement of a child outside the home and a hearing is statutorily required on a weekend, the employee shall receive five (5) hours of compensatory time in addition to the above.

ARTICLE 21 **WORKING HOURS**

A. The regular full working day shall not exceed eight (8) hours per day, exclusive of the lunch period, and the normal work week shall not exceed forty (40) hours, Monday through Friday, inclusive.

- B.** The regular work shift for each unit shall be established from time to time by the employing judge pursuant to the rights set forth in Article 5(C) hereof.
- C.** Employees shall be granted a one (1) hour lunch break at or near the mid-point of their shift hour period.
- D.** The Employer will make every effort to provide employees with an uninterrupted fifteen (15) minute break in the a.m. and in the p.m. as scheduled by the Employer. The Union acknowledges that, due to the nature of the Employer's business, an uninterrupted break will not always be possible.

ARTICLE 22

SICK-PERSONAL LEAVE

Employees covered by this Agreement shall accrue 3.7 hours of sick leave with pay for each pay period of service. Sixteen (16) hours of sick leave per year may be converted to personal leave time. Unused personal leave is not accumulative. This type of leave can be taken for personal reasons; however, two (2) working days' notice must be given prior to the date of absence.

- A.** Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days.
- B.** Employees absent from work on legal holidays, during paid sick leave up to thirty (30) consecutive days, vacations, or for disability arising from injuries sustained in the course of their employment up to thirty (30) consecutive days (includes workers' compensation up to thirty (30) consecutive days), shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed, subject, however, to the maximum limitation herein provided.
- C.** An employee eligible for sick leave with pay may use such sick leave for absence:
 - 1.** Due to personal illness, dental care, physical incapacity caused by factors over which the employee has no reasonable control.

2. Due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement, at the Employer's expense, recommending absence from work may be requested. The Employer reserves the right to select the physician in such a case.
3. Due to illness of an immediate family member who requires the presence of the employee for their well-being.

The term "immediate family" as used in this section shall mean spouse, children, Step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents.

4. Due to lost time not covered by workers' compensation if employee is injured on the job.

D. A physician's certificate of the employee's inability to work, or ability to return to work may be required:

1. If it is necessary to be absent on sick leave for more than three (3) working days.
2. When an employee is ready to return to work following a prolonged illness.

E. When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his/her supervisor prior to the date of absence when possible and, in any event, such report must be made within one (1) hour after the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

F. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one (1) day.

G. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

- H.** Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.
- I.** Payment will be made for fifty (50%) percent of unused sick leave upon either death, retirement, or resignation of employment.
- J.** An employee shall be allowed time off with pay due to death in immediate family, other than spouse or child, (step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents) but limited to three (3) working days not deducted from sick leave. For the death of a spouse or child, an employee shall be allowed five (5) working days off with pay not deducted from sick leave. However, the Employer may grant additional time if requested, based upon extenuating circumstances. One (1) day of funeral leave shall be permitted for attending the funeral of a brother-in-law or a sister-in-law.
- K.** Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

ARTICLE 23
VACATION LEAVE

- A.** Effective the employee's anniversary date of hire, for employees still employed upon the date of execution of this Agreement, eligible employees covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule:

1st through 4th year	10 days
5th through 9th year	15 days
10th year and over	20 days

Vacation leave shall be accrued and credited per pay period, with approximately 1/26th the annual amount to be earned each pay period. Vacation leave shall be accounted for in hours and fractions thereof.

EXAMPLE: An employee with six years seniority shall earn 4.62 hours of vacation per pay period.

B. Anything to the contrary notwithstanding in Section 23, an employee shall not accrue vacation leave during his/her probationary period, nor be eligible to take vacation. Upon completion of said probationary period, an employee shall be credited with earned vacation time.

C. Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the employing judge, be charged against vacation leave allowance.

The employing judge shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:

1. On or before the 1st of February of each year, a seniority list will be posted for the purpose of signing up for vacation time.
2. Failure to sign up for vacation during February will forfeit seniority rights to choice of vacation time.
3. Employees will be encouraged to take vacations throughout the entire calendar year; provided, however, the Employer shall have the right to limit the number of employees on vacation at any one time.

D. Vacations shall not be accumulated from year to year, nor will there be pay for unused time, except for up to ten (10) days may be accumulated and used the next year. There will be no pay for unused accrued vacation time lost as a result of this subsection.

E. As used in this Section 23, the term year shall mean a year period from the employee's anniversary date of hire.

F. If an employee retires, or severs his/her employment, he/she will receive all previously accrued unused vacation credit, including that accrued per month in the current year to the date of severance of employment.

G. An employee's request for vacation leave shall be answered within fourteen (14) calendar days.

ARTICLE 24 **JURY DUTY**

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, it is the responsibility of the employee to report to his/her work site when not needed for actual Jury Duty.

ARTICLE 25 **RETIREMENT PLAN**

A. Employees shall pay by payroll deduction 5% of MERS eligible wages effective the first pay date after January 1, 2011. Members shall be entitled to and receive an annual statement of the pension contributions.

B. Effective January 1, 2000, the Michigan Municipal Employees Retirement System for bargaining Unit Employees shall be revised to include the B-2 Plan to include the E-2 rider.

C. Employees hired on or promoted after 1/1/2011 go to MERS Hybrid Pension plan. The term "promoted" as used in this Section means promoted into this bargaining unit from another Livingston County bargaining unit or non-union group only. Employees hired before 1/1/2011 shall have a one time, irrevocable option of switching to the Hybrid pension plan. The benefit shall be: DB portion - 1.25% multiplier, 6 year vesting, FAC 3. DC portion - Employees contribute 1% = 0% Employer contribution; Employees contribute 2% = 2% Employer contribution; Employees contribute 3% = 3% Employer contribution.

ARTICLE 26
INSURANCE

A. Hospitalization. Effective 1/1/2011 or as soon as is practicable thereafter, all employees go to PPO 4 (80%/20% coverage with \$500/1000 Deductible, annual co-insurance max of \$1,500/3,000, Rx-\$2/25/50, with 2 times mail order on drugs) and contribute by payroll deduction 5% of the carrier's rate for the health care and dental coverage they select (single, double, family). Effective 7/1/2011, all employees contribute by payroll deduction 10% of the carrier's rate for the health care and dental coverage they select. For 2011, any buy-up to a different plan offered through County Choices, employee will contribute by payroll deduction the equivalent to 5% of the monthly premium for the buy-up plan plus additional buy up costs effective 1/1/2011, and 10% of the monthly premium for the buy-up plan plus additional buy up costs effective 7/1/2011. Effective 1/1/2011 there shall be a spousal surcharge of \$10 per pay period for enrolled spouses. Employees hired on or after 1/1/2011 shall contribute 20% toward the cost of the PPO 4.

The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

Notwithstanding the above, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain

regarding mandatory subjects regarding the implementation of such election.

B. Life Insurance. The Employer agrees to provide a life insurance policy on each employee. The coverage shall be as follows: Two times the annual salary to the next thousand dollars. The Employer shall provide a copy of the life insurance policy to every employee upon ratification of this Agreement and to every new employee upon being hired. In addition, a copy of the policy shall be provided to every employee each time the contract with the life insurance carrier is renewed.

C. Dental Insurance. The Employer shall provide employees covered by this Agreement with the same dental insurance coverage as currently provided.

D. Retiree Health Insurance. Employees who retire from Livingston County employment and are immediately eligible for benefits will be allowed to continue their health and hospitalization under the group plan at the retiree's expense.

E. Flexible Benefit Plan. Effective July 1, 1992, the employees may participate in the county of Livingston Flexible Benefit Plan, under the terms and conditions set forth in that Plan by the County and the applicable local, state, and federal guidelines. Employees shall have the option to buy-up or buy-down to any health insurance plan available under the Agreement.

F. Hospitalization and Prescription Drug Coverage Opt-out.

1. Effective 1/1/2011, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive an annual \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of insurance coverage from some other qualified group health plan, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications County form required for by the County and under the Affordable Care Act for

eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.

2. If a "qualifying event" occurs in which an employee does not have coverage, the employee shall be allowed to immediately enroll in coverage offered by the County.

G. Retiree Health Savings Program. Effective January 1, 2009, employees may participate in the County of Livingston Retiree Health Savings Program which may be amended from time to time, and except as provided in this Agreement. An employee may participate through voluntary payment made to the employee's 457 plan or such other plan which might be established by the Employer for purposes of this program.

The Retiree Health Savings Program is eliminated for employees hired on or after January 1, 2011.

The employer contribution match of employee contributions shall be subject to the following maximum limitations in each calendar year of participation:

First five (5) years of service with the Employer - Up to \$350 per year (a pro-rated amount contributed quarterly).

Beginning with the sixth (6th) year of service with the Employer until termination of participation - Up to \$1,000 per year (a pro-rated amount contributed quarterly).

The employer contribution amounts will be adjusted annually consistent with the Court bargaining unit salary schedule adjustment, beginning in 2010.

H. Wellness Program. Beginning in 2017, members of the bargaining unit shall be allowed to participate in the Livingston County Wellness Program and shall be eligible for the \$100 per year assessment and \$500 per year reimbursement.

ARTICLE 27
PAID HOLIDAYS

A. The following holidays shall be considered as paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Washington's Birthday/President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

B. An employee shall be eligible for holiday pay if he/she meets the following conditions:

1. He/she is a permanent full-time employee of the court.
2. He/she works his/her full scheduled workday immediately preceding and his/her full scheduled workday immediately following the holiday, unless excused by the employing judge or his or her designee.

C. In the event a paid holiday occurs during the regularly assigned vacation period of any employee eligible to receive such holiday pay, said employee will receive one (1)

additional day of vacation, provided such employee is otherwise eligible for said holiday pay.

D. If an eligible employee is scheduled to work any holiday, but fails to report and perform his/her scheduled and assigned work, he/she shall become ineligible to be paid for the unworked holiday.

ARTICLE 28
WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE 29
EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Nothing in this section shall be construed to prohibit the Employer and the Union from entering into written letters of understanding during the life of this Agreement.

ARTICLE 30
NO STRIKES - NO LOCKOUTS

The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall

they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket on the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the Employer. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 31 **EXPENSES**

A. The Employer agrees to reimburse employees for mileage accumulated on authorized court business at the rate paid by the County. No mileage reimbursement shall be paid for travel to and from the employee's home to their assigned work site, unless the employee is required to report to a work site outside of the County of Livingston. However, employees will be eligible for mileage for travel between work sites when they are assigned to work at more than one (1) work site in a day.

B. Reasonable and necessary meals and lodging which are authorized by the Employer while employees are on County business outside of the County shall be reimbursed. Employees may be required to fill out forms and provide receipts for all meals and lodging.

ARTICLE 32 **WAGES**

1. The parties agree to conduct and implement a Classification and Compensation study consistent with the attached guidelines. This study will produce a single wage tier and replace the current two (2) tier structure in Appendix A. Individual employees will move to the step on their new grade that would give them an increase in wages, unless they are found to be above grade and will be red-circled. The resulting wage scales shall replace the current scales in Appendix A of the 2014-2016 collective bargaining agreement.

2. The study shall commence as soon as is practical after the signing of an agreement that has been ratified by all parties.
3. The effective date for the implementation of study results shall be January 1, 2017.
4. Effective January 1, 2018, the resulting scales shall be increased by 1%.
5. Effective January 1, 2019, the scales shall be increased by 1%.

A. Original appointments to any position will normally be made at the start rate of the classification. However, upon the recommendation of the hiring supervisor, the applicable presiding judge may approve compensation up through the one (1) year rate on the wage schedule for the classification upon a new employee's appointment and up to the three (3) year rate upon approval of the Board of Commissioners. Any such appointment beyond normal start step level shall be based on the need of the court and the outstanding character of the individual employee's experience and ability over and above desired minimum qualifications specified for the position as determined by the Employer.

ARTICLE 33 **TUITION REIMBURSEMENT**

Any regular full time employee covered by this contract is eligible for financial assistance for tuition cost for college or university courses taken in a technical, undergraduate, or graduate program after one (1) complete year of full time County employment. The Employer shall reimburse fifty percent (50%) of tuition cost of up to a maximum of \$1,000.00 per year if:

1. Recommended by the employee's supervisor and approved by the Chief Judge of the applicable Court prior to enrollment in the course; and,
2. The course taken meets one (1) of the following criteria:

- (a) it is directly job related, as determined by the Chief Judge;
 - (b) it is in preparation of a job related promotion;
 - (c) it is required or is elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in employment with the Court.
3. Under special circumstances a supervisor may authorize an employee to attend classes during normal working hours. HOWEVER, IT IS THE RESPONSIBILITY OF THE INDIVIDUAL EMPLOYEE TO ENSURE THE INDIVIDUAL MAKES UP ALL LOST WORK TIME.
 4. Prior to being reimbursed for tuition expenses, the employee must present to the Employer a receipt for payment and proof of a grade of C (or its equivalent) or higher.
 5. Employees eligible for education compensation under the veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for Employer education benefits.
 6. Reimbursement includes tuition only and does not include registration, books, lab fees, etc.
 7. Reimbursement is subject to and conditioned upon money being appropriated in the Employer's budget for this specific purpose and employees must apply for the tuition reimbursement by August prior to the calendar year for which the funds are requested so the applicable court can seek funding for the request through the annual budget process.
 8. Tuition reimbursement is subject to all IRS required tax withholdings.
 9. Repayment to the Employer in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the Employer on a prorated basis for tuition reimbursement received as follows:
 - Return 100% of tuition reimbursement if resign within 1 year
 - Return 67% of tuition reimbursement if resign within 2 years
 - Return 33% of tuition reimbursement if resign within 3 years

EXCEPTION: Notwithstanding the above, because a requirement of the Video Operation/Clerk position is that the person be a law school student, Tuition Reimbursement shall not apply to this position as to law school tuition and expense reimbursement claims.

ARTICLE 34

GENERAL

A. The Employer shall allow the proper accredited representative of the local Union access to the Employer's premises, at any reasonable time consistent with the Employer's functions, for the purpose of policing the terms and conditions of this Agreement.

B. The Union shall have the right, upon reasonable notice, to examine records at the Employer's office pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the Employer pertaining to a specific Grievance under this contract, at the Employer's premises, unless prohibited by law.

C. It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, or sex, as required by law.

Discrimination on the part of any court employee will not be tolerated in dealing with the public and all persons dealing with the County will receive equal treatment.

D. The use of the male pronoun in this Agreement shall refer to both male and female employees where applicable.

E. Definitions.

- 1.** In the case of the Livingston County Circuit Court, the term "court" as used in this Agreement shall include the Friend of the Court office.
- 2.** For the purposes of this Agreement, the term "unit" or "court" means that the Circuit Court, Probate Court, Juvenile Court, and the District Court, respectively, shall be treated separately.
- 3.** The term "Employer" shall refer to each employing judge in each respective court.

ARTICLE 35
SEPARABILITY AND SAVINGS CLAUSE

If any section of this contract, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 36
WAIVER

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 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.

ARTICLE 37
BARGAINING COMMITTEE

A. The Bargaining Committee will include not more than four (4) employees -- one from District Court, one from Probate Court, one from Circuit Court, and the Local President; and, in addition thereto, may include not more than three (3) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Employee members of the Bargaining Committee will be paid for all the time spent in negotiations and in preparation time for negotiations not to exceed three (3) hours per bargaining committee member in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Time spent in caucus with the staff representative of the Union before, after, or between bargaining sessions on the same day as the bargaining sessions shall be considered as part of the negotiation process.

C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE 38
LONGEVITY

A. All regular employees having completed five (5) years, or more, of continuous regular employment in the bargaining unit prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer in the bargaining unit. Payment to employees who become eligible to receive a longevity bonus shall be paid no later than the first pay of December.

B. Employees who retire before December 1, shall be paid a prorated bonus when they retire, based on the number of calendar months of employment of active employment credited to them from the preceding December 1 to the date of cessation of their active employment. Employees whose employment terminates for other reasons prior to December 1, shall not be eligible to receive a longevity bonus.

C. 1. The longevity bonus payment schedule shall be as follows:

Continuous Bargaining Unit Service

5 years or more, but less than 11 years	1% of current base salary
11 years or more, but less than 16 years	2% of current base salary
16 years or more	3% of current base salary

2. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of twenty-five thousand dollars (\$25,000.00).

ARTICLE 39
EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of January, 2017, where applicable, to and including the 31st day of December, 2019. No sooner than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of this contract, either party may serve notice upon the other that it desires to negotiate for a new collective bargaining contract. Under such circumstances, the parties shall thereafter meet at a mutually convenient time to commence negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

***Michigan Association of
Public Employees:***

Joe O'Connor

Date

Union President

Date

Union Bargaining Team

Livingston County Courts:

Hon. David Reader

Date

***Livingston County Board of
Commissioners as Funding
Unit:***

Kate Lawrence

Chair

Date

Date

Union Bargaining Team

Date

Union Bargaining Team

Date

Appendix A - Livingston County Courts

Updated to Reflect Job Reclassifications through 2016

A. Effective from and after ratification by both parties, being January 1, 2015:

Note: Classification / Pay Structure for Employees Hired January 1, 2011 or Later Indicated in *ITALICS and SHADED*

Grade	Position	Department	Hire	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	Vacant								
II	Vacant								
III	Clerk	Probate Ct.	\$30,248	\$31,162	\$32,096	\$33,060	\$34,051	\$35,073	\$36,125
	Clerk	Juvenile Ct.	\$29,491	\$30,383	\$31,294	\$32,234	\$33,200	\$34,197	\$35,222
	Deputy Court Clerk	District Ct.							
	FOC Clerk	Friend of the Court							
IV	Account Clerk	Juvenile Ct.	\$32,970	\$33,966	\$34,985	\$36,035	\$37,116	\$38,229	\$39,376
	Account Clerk	District Ct.	\$32,145	\$33,117	\$34,111	\$35,134	\$36,188	\$37,273	\$38,392
	Secretary	Circuit Ct.							
	Deputy Probate Register	Probate Ct.							
V	Administrative Specialist	Juvenile Ct.	\$35,937	\$37,023	\$38,135	\$39,278	\$40,457	\$41,670	\$42,920
	Division Leader	District Ct.	\$35,038	\$36,098	\$37,182	\$38,296	\$39,446	\$40,629	\$41,847
	Clerk / Video Operator	Circuit Ct.							
	Court Recorder	Probate Ct.							
	Deputy Juvenile Register	Juvenile Ct.							
	Secretary	Friend of the Court							

January 1, 2017 - December 31, 2019
Livingston County Courts and
Michigan Association of Public Employees/MAPE

VI	Jud.Sec'ty/Scheduling Clk	Circuit Ct.	\$39,171	\$40,355	\$41,566	\$42,813	\$44,097	\$45,421	\$46,783
	Jud.Sec'ty/Scheduling Clk	Probate Ct.	\$38,192	\$39,346	\$40,527	\$41,744	\$42,994	\$44,285	\$45,613
	Caseworker	Friend of the Court							
	Chief Account Clerk	Friend of the Court & District Court							
	Jud.Sec'ty/Court Reporter	District Ct.							
	Circuit Court Administrative Secretary/Court Recorder	Circuit Ct							
	FOC Referee Coordinator	Friend of the Court							
VII	Lead Enforcement Caseworker	Friend of the Court	\$42,697	\$43,988	\$45,307	\$46,666	\$48,067	\$49,508	\$50,994
	Child Support Specialist	Friend of the Court	\$41,629	\$42,888	\$44,175	\$45,499	\$46,865	\$48,271	\$49,719
VIII	Investigator	Friend of the Court	\$46,540	\$47,947	\$49,385	\$50,866	\$52,392	\$53,964	\$55,583
	Probation Officer	Dist Ct & Cnt Svcs	\$45,376	\$46,748	\$48,151	\$49,594	\$51,082	\$52,615	\$54,194
	Probation Officer	Juvenile Ct.							
	Support Enforcement Officer	Friend of the Court							
	Office Coordinator	Friend of the Court							
	Youth Assistance/Diversion Coordinator	Juvenile Ct.							
IX	Asst. Cty. Juvenile Officer	Juvenile Ct.	\$50,728	\$52,261	\$53,829	\$55,444	\$57,107	\$58,821	\$60,586
	Court Investigator / Mediator	Friend of the Court	\$49,459	\$50,954	\$52,483	\$54,058	\$55,679	\$57,350	\$59,071
	Prob Officer/Adoption Caseworker	Juvenile Ct.							
	Senior Probation Officer	Juvenile Ct.							
	Lead Probation Officer	District Ct.							
X	Chief Probation Officer	District Ct.	\$55,293	\$56,965	\$58,674	\$60,434	\$62,247	\$64,115	\$66,039
			\$53,911	\$55,541	\$57,207	\$58,923	\$60,691	\$62,512	\$64,388

**Livingston County Michigan
Human Resources Policy Manual**

Section:	Compensation/Classification
Subject:	Administrative Guidelines

A. POLICY

1. Twelve counties are being identified for comparison's purposes. Included in the comparable group are: Allegan County, Berrien County, Ingham County, Jackson County, Kalamazoo County, Monroe County, Muskegon County, Ottawa County, Saginaw County, St. Clair County and Washtenaw County.

NOTE: Parties agree to a six (6) step scale that tops out at the median maximums for our market comparables.

A point factor job evaluation will be used to determine internal equity. A Job Analysis Questionnaire will be completed to collect data regarding various county jobs. The following factors along with their weights will be used:

Factor

Education and Work Experience

Judgment and Independence of Action

Communication

Supervisory or Managerial Responsibility

Job Complexity

Responsibility for the Rights, Well-Being & Safety of Others

Impact on Programs, Services & Operations

Working Environment

Once points have been identified for all factors, total points are computed. After point totals have been determined for all jobs, the jobs will be grouped together into pay grades. The assignment of jobs to various pay grades is directly linked to the job evaluation plan and based on the factor ratings.

The salary schedule has been built providing for three percent (3%) adjustment between steps and a yet to be determined percentage between grades.

2. DEFINITIONS:

Job Evaluation – The systematic determination of the relative worth of jobs within an organization.

Point Factor Method – Breaking down jobs into various factors and placing weights, or points on them. Once points have been identified for all factors, the total points are computed which determines grade placement.

Anniversary Date – An employee’s continuous service in his/her current position. Generally, the anniversary date is the same as the “date of hire.” However, a promotion normally changes one’s anniversary date. The anniversary date is the date used to determine when an employee becomes eligible for a step increase.

Reclassification – A change in the grade placement of a job as a result of a redefinition of the duties and/or qualification requirements of the position.

Red-Circled – Individual pay is above that of their assigned salary range, that employee is considered to be “red circled.”

Promotion - An individual is transferred or reassigned to a job in a higher pay grade than his or her existing pay grade which will result in an increase in the rate of pay to the individual being promoted.

Demotion – An individual is transferred or reassigned to a job in a lower pay grade than his or her existing pay grade. Depending upon the circumstances, a demotion may result in a decrease in the rate of pay of the individual.

B. PROCEDURE

Note: Parties agree to rely on our existing Art. 17 Rates for New Jobs

Reclassification Procedures

A reclassification is a change in the grade placement as a result of a redefinition of the duties and/or qualification requirements of the position. If the duties/responsibilities and/or qualification of an established position is permanently and significantly changed, the following action should be taken:

- A. The responsible Department Head/Elected Official shall initiate the process by submitting a request for a position reclassification to the Human Resources Director, documenting completely the reasons for the position reclassification request.
- B. The position incumbent and the incumbent's immediate supervisor may be asked to further explain or document in writing the position's job duties and responsibilities and minimum qualification requirements through the completion of a Job Analysis Questionnaire. The questionnaire and other job related documentation should be forwarded to the Human Resources Director.
- C. The Human Resources Director shall be responsible for evaluating the new position and recommending grade placement in the position within the compensation structure to the Personnel Committee. Comparable salary information should also be collected when possible to assist in the determination of the pay grade placement of the position. An upgraded job description will be prepared as warranted. The Personnel Committee will then have final approval of the pay grade placement of the position.
- D. The responsible Department Head/Elected Official will be notified of the results.
- E. Should an existing position be reclassified to a higher pay grade, the pay of the incumbent(s) whose current salary is less than the minimum of the new assigned salary range will be placed on the step closest to but not less than their current salary.
- F. In instances when a job is reclassified to a lower pay grade because a re-evaluation indicated reduced duties, a pay reduction may or may not occur. The decision whether to reduce the pay of the incumbent(s) will be determined on a case-by-case basis by the Human Resources Director depending upon circumstances of the reclassification.

Note: Parties agree to use Article 32(B) for determining starting rates of pay.

Note: Parties agree to rely on Art. 19 and 32(B) for movement within the pay structure.

A. “Red Circled” Employees

If the pay of an individual employee is above that of their assigned salary range, that employee is considered to be “red-circled.” Because the maximum of the salary range represents the upper end of the relevant range for a particular pay grade, no adjustments should be made to be base salary of a red-circled employee until such time as the employee’s salary falls within the assigned range.

Transfer or Reassignment of an Individual

Note: The parties agree to rely on Art. 32(B) for placement on the wage scale.

A. Demotion

A demotion occurs when an individual is transferred or reassigned to a job in a lower pay grade than his or her existing pay grade. A demotion can be initiated for a variety of reasons (e.g., poor performance, employee preference). Depending upon the circumstances, demotions and the impact on pay include:

WHO INITIATES	REASON	IMPACT ON PAY
Individual Employee	Voluntary	Adjusted to reflect: <ul style="list-style-type: none"> • The individual qualifications to perform the new job and his or her relevant experience, and • The rates of pay, qualifications, and experience levels of any other employees assigned to the same job classification, and • The percentage

		<p>differential between the existing and new pay grade.</p> <p>New rate must be below maximum of the new pay grade.</p>
Supervisor or Department Head	Performance Related	<p>Adjusted to reflect:</p> <ul style="list-style-type: none"> • The individual's qualifications to perform the new job and his or her relevant experience, and • The rates of pay, qualifications, and experience levels of any other employees assigned to the same job classification, and • The percentage differential between the existing and new pay grades. <p>The new rate must be below maximum of the new pay grade.</p>
Department Manager	<p>Business-related</p> <ul style="list-style-type: none"> • Reduction in Force • Reorganization • Position 	<p>No adjustment to current rate of pay. If the current rate of pay exceeds the maximum of the new pay range, the</p>

	Requirements Modified • Etc.	individual will be considered “red-circled.”
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B. Lateral Transfer

A lateral transfer occurs when an individual is transferred or reassigned to a position in the same pay grade as his or her existing job. Generally, no adjustment in the rate of pay should occur.

Guidelines for Appealing Compensation Classification

If an individual or their supervisors feel that the placement of a job within the classification (grade) structure is incorrect, an appeal can be made to Human Resources to reevaluate the position. Appeals require the following:

1. The employee and/or the supervisor shall review the existing JAQ and make any changes that are deemed appropriate. Supervisors will approve any changes.
2. The appeal will be forwarded to Human Resources with the revised JAQ, including a cover letter outlining the reason for the appeal and any additional documentation.
3. Human Resources will review the new JAQ and any supporting material.
4. Upon completion of the review, Human Resources will present a recommendation to the Personnel Committee.
5. An employee who is not satisfied with the results of the study may appeal within thirty (30) days of notice of the results to the union.
6. An appeal panel shall be assembled made up of a Chief Judge, the Chair of the Personnel Committee or designee, and one (1) neutral party mutually agreed upon by the two panel members.

