

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**OTTAWA COUNTY JUVENILE COURT
EMPLOYEES ASSOCIATION,**

**THE FAMILY COURT-JUVENILE SERVICES FOR
THE COUNTY OF OTTAWA**

AND

THE COUNTY OF OTTAWA

EFFECTIVE

THROUGH DECEMBER 31, 2010

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**AGREEMENT BETWEEN
20TH JUDICIAL CIRCUIT COURT
AND**

OTTAWA COUNTY JUVENILE COURT EMPLOYEES ASSOCIATION

This Agreement is entered into by and between 20th Judicial Circuit Court, represented by the Chief Judge, hereinafter called the "Employer," and the Ottawa County Juvenile Court Employees Association, hereinafter called the "Association."

PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Association and the Employer, so as to serve the best interests of the parties and the people of Ottawa County.

The parties recognize that the interests of the community and the job security of the employees depend upon success in establishing proper services for the Community.

The parties hereto recognize that the people of the County of Ottawa, represented by the Ottawa County Board of Commissioners, have an integral part in this Agreement in terms of being the funding agent for the judicial branch of government.

To these ends, the Association and the Employer encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1. Recognition. The Employer recognizes the Association as the exclusive bargaining representative for the following unit of employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment and other terms and conditions of employment.

Employees covered by this collective bargaining agreement *are* full-time and part-time employees of the Family Division-Juvenile Services and Juvenile Detention Center, excluding the following positions:

Judge	Treatment Services Supervisor
Court Administrator	Programs Supervisor
Director of Juvenile Services	Superintendent of Detention Center
Assistant Juvenile Services Director	Assistant Superintendent of Detention
Attorney Referee	Detention Shift Supervisors
Juvenile Register	Temporary Relief Staff
Casework Supervisor	

Section 2. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

DEFINITIONS OF EMPLOYEES

Section 1. Full-time Employees. Employees normally scheduled, on a regular and recurring basis, to work forty (40) hours per week, as designated by the Employer, shall be considered as full-time employees. A full-time employee shall receive pay and benefits as specified by this Agreement.

Section 2. Part-time Employees. Employees who are normally and regularly scheduled to work the equivalent of twenty (20) or more hours, but less than forty (40) hours per week, shall be considered as part-time employees. A part-time employee shall receive benefits on a pro rata basis based upon the hours worked, unless otherwise specified. There shall be a year-end adjustment as to fringe benefits based on the average actual number of hours worked per week in the previous year. This includes job sharing employees provided they are sharing a full-time position.

Section 3. Temporary Relief Employees. Employees who are scheduled for relief, part-time or full-time work or regularly scheduled to work less than twenty (20) hours per week shall not be covered by the terms of this Agreement.

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first six (6) months of employment. The Employer reserves the right to extend the period of probationary status in particular instances for an additional three (3) month period by written notice to the employee prior to the expiration of the six (6) month initial probationary period.

Section 5. Grant Funded Positions. When an employee covered by this agreement accepts a grant funded position and said position is eliminated the employee will return to their previous or equivalent position in accordance with Article XXVII, Layoff Procedures.

Temporary Relief employees shall not acquire seniority status regardless of the length of employment. Part-time employees shall be on probationary status until they work the equivalent number of hours as a full-time employee would be required to work pursuant to the requirements of the above paragraph. Such part-time employees shall receive credit for hours worked as part-time employees in the event they become full-time employees. While probationary employees shall enjoy the benefits of this contract during the probationary period, such benefits or rights shall not become fully vested until the probationary period has expired, and then, retroactive to date of employment.

ARTICLE III

ASSOCIATION MEMBERSHIP AND CHECK-OFF

Section 1. Membership.

- (a) Voluntary Membership. Any and all employees who are subject to the terms of this Agreement shall be free to become members of the Association.
- (b) Maintenance of Membership. All employees in the bargaining unit represented by the Association who are members of the Association on the effective date of this Agreement, or who become Association members after the effective date but during the term of this Agreement, shall, as a condition of continued employment, maintain such membership for the duration of this Agreement or shall pay to the Association an amount established by the Association, but not greater than the regular monthly dues uniformly levied against all members of the Association.
- (c) This Article shall not apply to any employee who, within thirty (30) days preceding the expiration of this Agreement, shall withdraw from the Association. Withdrawal can only be affected by sending a signed letter of withdrawal to the Association and to the Employer, with a copy to the Human Resources Director.

Section 2. Check-off.

- (a) The Employer agrees that regular monthly dues of the Association will be deducted from the pay of each employee who files with the Human Resources Office a check-off authorization form which has been executed by the employee and which remains in effect. Such amounts shall be promptly remitted to the Association's Representative within fourteen (14) days after deduction.
- (b) The Employer and the County of Ottawa shall not be liable to the Association by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than actual dues deductions made from employees' wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

Section 3. Indemnification. The Association agrees to indemnify and hold the Employer, its respective officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the Association Security and/or Check-off provisions of this Article.

ARTICLE IV

ASSOCIATION REPRESENTATION

Section 1. Bargaining Committee.

(a) For purposes of collective bargaining with the Employer, the Employer agrees to recognize no more than four (4) Association members chosen by the Association as the bargaining committee. One of the committee members shall be designated as an alternate in the event one of the other three (3) is unable to participate in a given bargaining session. The Association shall furnish management (via the Juvenile Services Director and Human Resources) with the names of bargaining committee members in January and July of each year.

(b) The Association reserves the right to retain outside representation to assist the bargaining committee in its functions.

Section 2. Stewards. The Employer agrees to recognize no more than two (2) Association members as designated stewards of the Association for the purpose of processing grievances of employees. One of the stewards shall be designated as an alternate in the event the other is unable to participate in any given grievance proceeding. The Association shall furnish management with the names of designated stewards upon election or any change. Only one steward shall be assigned to any given grievance. When it is necessary for a steward to leave his or her work to officially participate in the grievance procedure established in this Agreement, such steward shall notify his immediate supervisor, and receive authorization from the supervisor prior to leaving his work station. Such steward shall return to his or her job as promptly as possible and upon returning, such steward shall immediately report to his or her immediate supervisor. Steps in the grievance procedure shall be scheduled as much as possible to allow for a given steward's presence without disruption of necessary services or functions of the Employer.

ARTICLE V

EMPLOYER RIGHTS

Section 1. Business Activity. The Employer retains the sole right to manage its business and direct the activities of its employees, including the right of deciding the number and location of places of judicial and court-related activity, the right to determine the types of equipment and personnel to be used, the right to hire its employees, the right to determine the kinds and number of services to be offered and the scheduling thereof, the right to maintain order and efficiency among its employees, and to discipline, demote or discharge employees for good cause, the right to lay off, assign, transfer and promote employees, and to determine the starting and quitting time and the number of hours to be worked by employees, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. Subcontracted or Auxiliary Services. The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Association if and when, in its judgment, it does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be performed by the then members of the Association on an efficient and economical basis.

Section 3. Job Classifications. The Employer retains the right to establish, change, combine or discontinue job classifications, and to prescribe and assign job duties and job content within a classification.

Section 4. Duty to Bargain. While maintaining its rights to manage the business of the Employer as described in the above sections, the Employer recognizes that it has a duty to notify the union of its decision to subcontract and to bargain with regard to the impact that results from its decision to subcontract for auxiliary services or to discontinue job classifications.

ARTICLE VI

NEGOTIATION PROCEDURES

Section 1. The parties agree that, at the request of either party, negotiations over the terms and provisions of a successor Agreement may commence not more than one hundred twenty (120) calendar days before the termination date hereof, with the purpose of attempting to conclude such negotiations on or before said termination date.

Section 2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other. It is recognized that no final Agreement between the parties may be executed without ratification by the Association's bargaining unit members and by the Employer and the County of Ottawa; but the parties mutually pledge that the representatives selected shall have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 3. Any agreements so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the authorized representatives of the Association and of the Employer and the County of Ottawa.

Section 4. Scheduling of Negotiation Sessions. Negotiation meetings shall be alternated between normal working hours and non-working hours, except as otherwise mutually agreed by both parties. Employees shall be paid for time spent in such meetings during normal working hours.

ARTICLE VII

GRIEVANCE PROCEDURES

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means of settling disputes as they arise concerning the interpretation or application of this Agreement, without interruption or interference with the normal operation of the Employer and its services.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees in the bargaining unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions.

(a) "Grievance" is a written complaint by an employee involving the application or interpretation of a specific provision of this Agreement and claiming a violation thereof.

(b) "Days" are calendar days, excluding Saturday, Sunday and the holidays specified in this Agreement.

(c) "Steward" is a bargaining unit employee designated by the Association to represent other bargaining unit employees in the administration of this Grievance Procedure.

Section 3(a) Steps in the Grievance Procedure for Grievances Pertaining to Non-Economic Issues.

STEP ONE: An employee having a grievance shall first discuss it with his supervisor and the Director of Juvenile Services to try to resolve the matter informally; such a meeting shall occur within seven (7) days of the event or occasion from which the grievance arises. A steward may be present at the meeting if either the employee or supervisor desires.

STEP TWO: If the grievance is not satisfactorily resolved at Step One, the employee and the steward may reduce it to writing and present it to the Court Administrator within seven (7) days after the Step One meeting. The Court Administrator will respond to the grievance, in writing, within seven (7) days; before responding, the Court Administrator may convene a meeting with the employee for the purpose of discussing the grievance, and conduct such other investigation as appears appropriate. A steward may be present at the meeting if either the employee or Court Administrator requests his presence.

STEP THREE: In the event the grievance is not satisfactorily resolved by the Court Administrator, the employee and members of the bargaining committee may notify the Chief Judge, in writing, within seven (7) days of receipt of the Court Administrator's written response and will be invited to meet with the Chief Judge within fourteen (14) days of such notice. The Chief Judge will give an answer to the grievance within

twenty-one (21) days after such presentation. The decision shall be final.

Section 3(b). Steps in Grievance Procedures for Grievances Pertaining to Economic Issue.

STEP ONE. An employee having a grievance shall first discuss it with his supervisor and the Director of Juvenile Services to try to resolve the matter informally; such a meeting shall occur within seven (7) days of the event or occasion from which the grievance arises. A steward may be present at the meeting if either the employee or supervisor desires.

STEP TWO. If the grievance has not been resolved pursuant to Step One the employee and the steward designated by the Association shall reduce the grievance to writing within seven (7) days of the Step One meeting and present it to the County's Employee and Labor Relations Manager. The grievant, the Association steward, the immediate supervisor and/or other persons designated by the Employee and Labor Relations Manager shall be invited to meet with the Employee and Labor Relations Manager for discussion of the grievance as soon as possible, but within seven (7) days after such filing. Upon conclusion of such meeting the Employee and Labor Relations Manager shall provide a written response to the grievance and present it to the grievant and the Court Administrator within seven (7) days of the Step Two meeting.

STEP THREE. If the grievant remains unsatisfied by utilization of Steps One and Two, he may present, in writing, his grievance to the County Human Resources Director. As soon as is reasonable, the Human Resources Director shall set a meeting inviting the parties previously involved in the grievance, along with other persons the Human Resources Director feels may have information regarding the grievance. Upon conclusion of the meeting the Human Resources Director shall issue his decision on the grievance in writing. The Human Resources Director shall issue the written response within fourteen (14) days of the Step Three meeting.

STEP FOUR. If the grievant remains unsatisfied, his final appeal is to be the County Administrator. Such appeal shall be made, in writing, within seven (7) days of the response of the Human Resources Director. The time for this final appeal may be delayed by mutual consent. The County Administrator shall respond to the grievant's complaint within seven (7) days, unless extraordinary circumstances require a delay.

Section 4. Time Limits. Failure to meet time limits shall result in automatic and final rejection of the grievance. The parties may extend these time limits by mutual agreement.

Section 5. Lost Time. The Employer agrees to allow employees and the Association stewards to pursue a grievance within normal working hours, as shall be deemed reasonable by the Employer, without penalty to the employee or employee steward.

Section 6. Expedited Grievances. If an employee who has been discharged or given disciplinary time off without pay considers such action to be improper, a grievance may be initiated at Step Three of the Grievance Procedure.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1. Notification of Disciplinary Hearing. An employee who is being disciplined or discharged will be notified of and offered a pre-disciplinary hearing. An employee who is notified of a disciplinary hearing may have the Steward present. The notice will include the reason for the discipline or discharge. At the disciplinary hearing, an employee may offer any information or position regarding the allegations. In case of suspension or discharge, written notice of the reason for the suspension or discharge will be sent to the employee's last known address by Registered Mail no later than three business days following the day on which the suspension or discharge is imposed.

Section 2. Acknowledgement of Receipt. An employee may be required to acknowledge, in writing, receipt of written coaching memorandum or disciplinary correspondence, except that the employee may request the presence of his or her Steward prior to signing. The employee's written acknowledgement of receipt of such coach memorandum or disciplinary correspondence shall not be construed as the employee's agreement with the warning or reprimand.

ARTICLE IX

WAGES AND CLASSIFICATIONS

Section 1. Classification Schedule. Employees will be hired into classifications pursuant to a Classification Schedule attached hereto and made a part of this Agreement and marked Appendix "A".

Section 2. Salary Schedule. Salaries will be paid in accordance with the Salary Schedule attached to and made part of this Agreement as Appendix "B" subject to requirement 3(b) below.

Section 3. Step Increases.

(a) Part-time employees may advance between steps within a classification on the salary schedule based on the employee's length of service in the given position. "Length of service", as used in this section, refers to the weeks, months and years for part-time and full-time employees in the position, without regard to the hours worked.

(b) At the discretion of the Juvenile Services Director, Step increases through Step D may be withheld based on an unsatisfactory performance evaluation.

(c) If the Employer withholds an employee's step increase based on an unsatisfactory performance evaluation, the Juvenile Services Director or immediate supervisor shall so advise the employee, in writing, thirty (30) or more calendar days before the date when the step increase would otherwise take effect, and shall suggest corrective measures to be followed by the employee. The employee shall then be reevaluated within thirty (30) calendar days following the date when the step increase would otherwise taken effect. If, based on such

reevaluation, the employee is granted the step increase; such increase shall be given effect retroactively to the date that it would have been effective if it had not been withheld. If, based on such reevaluation, the employee is still denied the step increase; the employee may grieve the reasonableness of the continued denial. Once advanced to the next lateral step on the salary schedule, further progression shall be based on length of service following the date of advancement.

Section 4.

(a) New Employees--Experience Credit. Newly hired employees within a covered classification having previous applicable experience may be given credit on the salary schedule for such experience. The amount of credit will be determined by the Employer according to the type of experience, the requirements of the position involved, and budget requirements.

(b) Bargaining unit employees who leave an Association position to work in another division of the Employer's operation with no break in continuous service with the Employer and who are eligible for vacation and longevity payments at the time they leave the unit shall be allowed to continue to accrue vacation and longevity benefits as if no break in service occurred.

Section 5.

(a) Longevity. All bargaining unit employees who have continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provision:

<u>Years of Completed Continuous Service with the Employer as of October 1st of each year</u>	<u>Amount of Payment</u>
5 years	\$250
For each year after 5 years up to thirty	\$ 50 additional
(30) years total	to a maximum of \$1,500 for thirty (30) years service

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Part-time employees and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.

Employees hired into the bargaining unit after the date of February 18, 2003 will not be eligible for longevity pay. Court/County employees who are promoted or transferred into this bargaining unit after January 1, 2009, will be eligible for Longevity Pay only if they were previously eligible to receive it, with no interruption in compensation pay.

Section 6. Juvenile Detention Center Substitutionary Employment Compensation.

Effective February 18, 2003, any employee at the Juvenile Detention center who is not

a shift supervisor but who is required to act as a shift supervisor, at any time during a work week, shall be entitled to his or her regular base salary plus fifteen percent (15%) for the period of time served as a shift supervisor.

ARTICLE X

WORKING HOURS AND OVERTIME

Section 1. (a) Standard Work Week. The work week for full time employees shall be 40 hours a week, as reasonably scheduled by the Employer. This shall not be construed as a guarantee of any minimum or maximum number of hours of work. A work week shall commence at 12:01 a.m. Sunday and end at 12:00 midnight the following Saturday.

- (b) The Association acknowledges and the Employer reserves the right to require that certain employees within certain classifications remain available on a 24-hour basis for Employer business with compensation as hereinafter provided.
- (c) Saturday Detention Hearing On Call: Each week, a Juvenile Caseworker will be asked to volunteer for specific Saturday assignments to write petitions for any juveniles detained at 5:00 p.m. on Friday. If there are no volunteers, assignments will be made on a rotating basis. The Juvenile Caseworker will be working two hours on the assigned Saturday and will flex his/her schedule the week prior to the assigned Saturday. The assigned schedule change will not lead to the accumulation of overtime or compensatory time. Credit for the two hours on-call will be given whether or not a petition is needed on the assigned Saturday. It is the Juvenile Caseworker's responsibility to inform his/her supervisor as to when the two hours will be taken off. The schedule will be maintained by the Casework Services Manager. Individual Juvenile Caseworkers will not be expected to volunteer more than once quarterly (LOU effective 1/2/08)

Section 2. Working Hours.

- (a) For employees there shall be a non-paid lunch period of at least one (1) hour (unless a different time period is approved by the immediate supervisor) and two (2) fifteen (15) minute rest periods, one (1) in the morning and one (1) in the afternoon as the Employer may allow or schedule.
- (b) Full-time/part-time/relief Juvenile Detention Center employees who are required by the Employer to take their lunch periods within a regular shift and are required by the Employer to eat their meals with juveniles shall be paid for the lunch period and provided one (1) meal within their assigned shift at Employer expense.

- (c) During the course of a scheduled shift for Detention Center employees, workers shall be allowed the equivalent of two (2), fifteen (15) minute rest periods. Depending on the needs of the facility, these breaks can be taken separately or consecutively.

Section 3. Overtime and Compensatory Time.

(a) All work in excess of forty (40) hours per week shall be paid either in the form of time and one-half pay or in the form of time and one-half compensatory time off, at the Employer's discretion. Employees shall not work in excess of forty (40) hours per week without prior approval of the Employer or his designee whenever possible.

(b) (i) In the event an employee is normally scheduled (normally scheduled as used in this section refers to the person who would work on this day except for the fact that the work day falls on a holiday or vacation day) to work and does not work on a designated holiday or vacation day, the paid hours for such day will be considered as hours worked for the purpose of computing possible overtime payments. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hour worked.

(ii) In the event an employee is not normally scheduled (normally scheduled as used in this section refers to the person who would work on this day except for the fact that the work day falls on a holiday or vacation day) to work a designated holiday and does not work the holiday, the hours for such day will not be considered as hours worked for the purpose of computing possible overtime payments.

(iii) (c) Compensatory time may be accumulated within the pay period, with prior permission.

(d) An attempt shall be made to schedule compensatory time off (as provided in this Agreement) at times mutually agreeable to the employee and the Employer.

Section 4. Work Schedule at the Juvenile Detention Center. The general work schedule at the Juvenile Detention Center shall not be altered except subject to prior notice to the Association of the desire to alter the schedule, and the right to bargain over the issue by the Association.

ARTICLE XI

HOLIDAYS

Section 1.

(a) Paid Holidays. The following paid holidays are recognized for full-time employees at the Juvenile Detention Center:

- | | |
|------------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Six (6) Floating Holidays |

(b) The following paid holidays are recognized for other full-time bargaining unit employees:

New Year's Day	Day after Thanksgiving
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's
Thanksgiving Day	Five (5) Floating Holidays

(c) Full-time employees shall receive eight (8) hours compensation for each designated holiday.

(d) Part-time Employees. Regular part-time employees shall receive prorated holiday pay for the day of the holiday equal to an average of a day's part-time pay for the pay period in which the holiday occurs.

(e) If the day on which any of such holidays is celebrated, is changed by statute, Court Rule, or Administrative Order or directive, such changed day shall be recognized.

(f) Employees at the Ottawa County Juvenile Detention Center who are scheduled to work on Easter Sunday shall be paid one and one-half times their regular rate of pay on Easter Sunday.

(g) Employees who are scheduled to work on a holiday, as noted in Section 1, shall receive their regular pay plus holiday pay.

Section 2. Holidays Falling on Weekends.

(a) For employees whose regular work week includes Saturday and/or Sunday work, Holidays recognized in Section 1. of this Article which fall on a Saturday or Sunday shall be celebrated on the Saturday or Sunday on which the Holiday occurs and the employee will be compensated according to Section 1. (g) above.

(b) For employees whose regular work week does not include Saturday and/or Sunday work, Holidays recognized in Section 1. of this Article which fall on Sunday shall be celebrated on the following Monday. If such Holidays fall on Saturday it shall be celebrated on the preceding Friday. These employees shall receive compensation for the Holidays in accordance with Section 1. (c) of the Article.

In the event Christmas and New Year's Days holidays fall on a Saturday, such holidays will be celebrated on the Friday preceding the holiday and Christmas Eve and New Year's Eve holidays shall be celebrated on the Thursday preceding the holiday. In the event Christmas Eve and New Year's Eve holidays fall on Sunday, such holidays will be celebrated on the Friday preceding the holiday.

Section 3. Eligibility. The following terms and conditions shall cover an employee's eligibility for holiday pay:

- (a) To be eligible for holiday pay, an employee must be a full-time or a part-time employee on the day of the holiday;
- (b) Except for an employee on an approved paid leave (e.g. paid vacation or paid sick leave), the employee must have worked the last scheduled work days immediately before and after the holiday to be eligible for holiday pay;
- (c) When a holiday falls within an employee's paid vacation period or during an employee's paid sick leave, and if the employee is absent from work because of such paid vacation or paid sick leave, the day will be treated and paid as a holiday and will not be paid or charged as a paid vacation day or a paid sick leave day;
- (d) An employee on a non paid leave of absence shall not be paid for any holiday which occurs during such unpaid leave.

Section 4. Floating Holiday Scheduling.

- (a) Floating holiday schedules will be scheduled at the convenience of the Employer. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times.
- (b) "Floating" holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.
- (c) "Floating" holidays shall be prorated for the year for new employees hired during a calendar year and individuals who terminate their employment during the year.
- (e) Floating Holiday Proration: For employees who begin employment during the calendar year, proration of Floating Holiday shall be according to the following example: Hire date is July 8th, leaving 5.75 months remaining in the year (July 8 to December 31). Floating Holiday time credited is 19.1475 hour (3.33 hours per month x 5.75 months). This employee will be credited with twenty (20) hours after rounding up to the nearest whole hour.

In addition, if proration of Floating Holidays for employees who terminate during the calendar year results in an overuse of Floating Holidays, the amount of overuse times the employees' hourly rate of pay will be deducted from their final paycheck. Example: Employee terminated on May 28th with a balance of ten (10) hours of Floating Holiday time remaining. Seven months remain in the year, therefore the remaining balance should be 23.31 hours (3.33 hours per month x 7 months = 23.31). The balance remaining however is only ten (10) hours. This employee will have 13.31 hours of pay deducted from their final paycheck (23.31 – 10 = 13.31).

ARTICLE XII

INSURANCE PROGRAMS

Section 1. Hospital/Medical Insurance. Employees of the bargaining unit are eligible to participate in a County cafeteria plan and flexible spending account. Benefit dollars will be prorated for eligible part-time employees. Benefit dollars will be adjusted during the term of this Agreement by the amount of actuarial determined adjustment (increase or decrease), if any, in the least expensive medical plan.

(a) Health Plan employee co-pay is nine percent (9%) of the current actuarial determined amount for 2009. The resultant amounts are as follows:

Single Coverage	\$20.22 biweekly
2-Person Coverage	\$43.58 biweekly
Family Coverage	\$60.58 biweekly

*Change the employee co-pay an additional one percent (1%) per year after 2009 for each year of this Agreement or until the employee co-pay is equivalent to ten percent (10%) of the current actuarial amount.

(b) Benefits for surgical treatment of obesity are fifty percent (50%) and charges related to the Medically Necessary surgical treatment of obesity will not apply toward the Comprehensive Medical Out-Of-Pocket Maximum. The plan will only cover one approved surgery for the treatment of obesity per covered person, lifetime. The plan will not cover reconstructive surgery associated with or following the surgical treatment of obesity.

(c) The annual out-of-pocket maximum on out-of-network claims is \$1,650 (single)/\$1,800 (family).

(d) There is a sixty (60) day waiting period for employees to be eligible for the County Health Plan for employees hired into the bargaining unit after 01/01/2003. Note: To be effective on the first full pay period following a sixty (60) day waiting period

(e) The employee co-pay on Mail Order prescriptions is 2.3 X (times) the monthly co-pay amount.

(f) The annual per person wellness/prevention amount is \$300.

(g) The Employer has a \$10/\$20/\$40 drug co-pay. This plan will have internal DAW provisions that would require employees to pay only \$20 if the treating physician specifies that a non-formulary drug is required.

(h) The parties agree to reopen the Agreement prior to the expiration date December 31, 2010 for the purpose of bargaining with regard to a disease management program in the County Health Plan.

Section 2. Single Coverage Part-time: Effective 5/18/90: Part-time employees who are hired after May 18, 1990, and are regularly scheduled to work twenty (20) hours per week shall be eligible only for single coverage on all programs.

Section 3. Short Term Disability Plan. The Employer will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six percent (66%) of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

Section 4. Long Term Disability Plan. The Employer shall provide a long term disability insurance plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) consecutive months. Payment shall be according to the Employer's long term disability insurance policy.

Section 5. Life Insurance. Employees may purchase life insurance units for their dependents. All cost for such units shall be the responsibility of the employee. The employee shall have sole responsibility for making all arrangements for such coverage during the open enrollment period as provided by Human Resources.

Section 6. Insurance Carriers. The Employer reserves the right to change insurance carriers, both with respect to the group hospitalization and the group term life insurance, provided that equivalent or comparable benefits overall are provided under any new insurance program.

Section 7. Benefits in Accordance with Policies. All hospital/medical insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

Section 8. Continuation/Termination of Insurance Coverage.

(a) The Employer's contributions toward the cost of the hospital/medical insurance and life insurance benefits provided for eligible employees pursuant to this Agreement shall be subject to continuation and/or termination as follows:

(i) Such contributions will be continued for the first one (1) year of an approved leave of absence due to disability compensable by Worker's Compensation.

(ii) Such contributions will be continued so long as an employee is on an approved and fully paid leave of absence.

(iii) Such contributions will be continued during the first twelve (12) weeks (480 hours) of an approved but unpaid medical leave or leaves covered under the Family Medical Leave Act as if the employee had continued to work. If the employee is currently required to pay a portion of the cost of the health plan coverage, he must continue to make this payment.

(iv) Such contributions will be continued during the first thirty (30) calendar days of an approved but unpaid personal leave.

(v) Such contributions shall be continued for the first thirty (30) calendar days of any layoff.

(vi) Such contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.

(vii) Such contributions shall be discontinued immediately upon termination of the employee's employment.

(viii) Such contributions will be continued during leaves for a newborn or a newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks in a twelve (12) month period for both forms of leave combined.

(b) After an employee has exhausted his FMLA 12 weeks (480 hours), he may continue coverage for any period with respect to which the Employer's obligation does not exist or apply. The employee shall have the sole responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense; provided, however, that an employee having an approved leave of absence or who is on layoff may make arrangements with the Human Resources Department for continuance of the employee's insurance coverage (at his own expense) if:

(i) The employee requests such continuation in writing to the Human Resources Department thirty (30) or more days in advance of the date when the employee's payment would be due; and

(ii) The employee makes the required premium payment to the Human Resources Department thirty (30) or more days in advance of the payment due date; and

(iii) The insurance carrier and policy allow such continuation.

ARTICLE XIII HEALTH PROGRAM

Section 1. Medical Examination. Subsequent to an offer of employment each prospective employee, including temporary employees shall be required to undergo a medical examination by a physician or physicians, licensed to practice in the State of Michigan, designated by the Employer. The offer of employment shall be made contingent upon the results of the medical examination. Rehires or temporary employees who have been off the payroll for more than thirty (30) days may be required to submit a statement from their physician qualifying them for their class of work. Such a

statement shall be submitted to the Juvenile Services Director. Any physical examination expenses incurred in the hiring of a new employee as a requirement for employment by the Employer shall be paid for by the Employer.

Section 2. Reasonable Accommodation for Disability. Should an employee covered by this Agreement become physically or mentally disabled to the extent that he cannot perform his regular job, the Employer will make an effort to place the employee in a position that he is physically and mentally able to perform; provided, however, that this section shall not be construed to require the Employer to create jobs or vacancies which should not otherwise exist. The provisions of this section shall be implemented only to the extent that they do not conflict with other requirements of this Agreement. Any medical examination expense incurred to insure fitness for continued employment shall be paid by the Employer.

ARTICLE XIV

VACATIONS

Section 1. Vacation Schedule. Subject to and in accordance with the provisions of this Article, employees shall earn vacations with pay according to the following schedules:

(a) Full-time and part-time employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work. Part-time employees shall be credited with paid vacation time equal to their hours worked based upon the full-time vacation schedule. As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours up to but not exceeding (2,080) paid hours per vacation year. Court/County employees who promote or transfer into this bargaining unit after January 1, 2009, will maintain their accumulated time and earn vacation based upon their existing vacation accrual rate of earnings:

<u>Year of Service</u>	<u>Rate of Earning</u>
During first (1st) through third (3rd) years	.03846 hours of paid vacation per paid hour of work (2 weeks for full-time)
During fourth (4th) through tenth (10th) years	.05769 hours of paid vacation per paid hour of work (3 weeks for full-time)
During eleventh (11th) year	.06154 hours of paid vacation per paid hour of work (3 weeks + 1 day for full-time)
During twelfth (12th) year	.06538 hours of paid vacation per paid hour of work (3 weeks + 2 days for full-time)

During thirteenth (13th) year	06923 hours of paid vacation per paid hour of work (3 weeks + 3 days for full-time)
During fourteenth (14th) year	.07308 hours of paid vacation per paid hour of work (3 weeks + 4 days for full-time)
During fifteenth (15th) year	.07692 hours of paid vacation per paid hour of work (4 weeks for full-time)
During twentieth (20th) year and subsequent years	.08846 hours of paid vacation earned per paid hour (4 weeks and 3 days for full-time)

(Vacations to be rounded to nearest whole hour).

(b) The Employer, in its discretion, may allow a new employee to take his or her accrued vacation after the initial six (6) month period of continuous employment.

Section 2. Vacation Year. For purposes of this Article, a vacation year is defined as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

Section 3. Allocation of Vacations. The Employer has the right to allocate vacations. An effort shall be made to schedule an employee's vacation leave consistent with the manpower and work load requirements and the vacation requests of other employees. In any such allocation, employees with seniority in terms of service shall be given first preference. An employee shall not be permitted to take vacation leave one (1) day at a time unless approved in advance by the Employer or its designee.

Section 4. Maximum Accumulation/No Prepayment. Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours, for part-time employees the pro-rata FTE equivalent. In the event an employee has accumulated two hundred (200) (or pro-rata equivalent) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to Section 1. above shall cease to be earned until such time as the employee's accumulation of paid hours of vacation is less than two hundred (200) hours.

Section 5. Vacation Pay.

(a) Employees will be paid vacation pay based on their classification at the time of the vacation period.

(b) Pay for vacations shall be paid on the regular payday, as if the employee taking vacation had worked.

Section 6. Termination Pay.

(a) Upon termination of employment, a full-time employee or part-time employee shall be granted the pro-rata vacation pay for which he is eligible for the year in which termination occurs. Any employee who leaves the Employer's employment prior to one (1) continuous year of service shall not be entitled to accrued vacation pay.

(b) In case of the death of an employee, any unused accrued vacation for which the employee is eligible will be paid to the identified beneficiary or, in the absence of such designation, to the employee's estate.

ARTICLE XV

RETIREMENT PLAN

Effective May 1, 2007, bargaining unit members shall be provided the Michigan Municipal Retirement System (MERS) pension providing the following options: B-2 Multiplier, 55/25 age and service, E-2 COLA, with the employees contributing 5.78% of the annual MERS reportable wages toward the pension benefits.

Part-time employees who are scheduled for less than twenty (20) hours per week on a regular basis shall not be eligible for participation in the retirement plan.

ARTICLE XVI

SICK PAY, WORKER'S COMPENSATION

Section 1. Sick Pay.

(a) Credit: Paid sick leave shall be credited, and may be accumulated, as follows:

(i) Full-time employees shall be credited six (6) paid sick leave days at the beginning of each calendar year. New full-time employees shall be credited with a prorated amount. Employees who promote or transfer into this bargaining unit after January 1, 2009 will maintain accumulated sick leave.

(ii) Part-time employees shall be credited with a prorated amount of paid sick leave effective January 1 of each year equal to the hours worked by the employee relative to full-time in the preceding calendar year.

(b) Carryover: At the beginning of each calendar year, up to six (6) days of sick leave from an employee's prior year's sick day balance may be added to the annual amount of sick days credited to each employee. The total number of sick days shall not exceed twelve (12).

(c) Credit for Accumulated Sick Leave: Employees may only utilize and receive credit for sick leave under the following conditions:

(i) An employee claiming sick leave shall provide such proof of illness as may be required by the Employer.

(ii) Sick leave may not be used before it is earned. If absence occurs due to illness and no credit exists, the employee is absent without pay.

(iii) Sick time may be used upon successful completion of the probationary period.

(iv) Accumulated sick leave may be utilized and is intended for the purpose of utilization by an employee in the event of his illness, disability, or injury.

(v) After a prolonged illness or following surgery, the Employer may allow sick leave to be utilized to permit an employee to work less than his regular hours until full recovery is affected.

(vi) Accumulated sick leave may be used for medical or dental appointments when an emergency exists or a condition exists that cannot be attended to outside normal working hours. The Employer may require proof of such situations before authorizing utilization of accumulated sick leave.

(vii) If needed by an employee to attend to the needs of his or her spouse or child on an emergency basis and as allowed by the Employer.

(d) Illness During Vacation: If a period of illness lasting two (2) or more days occurs during a vacation leave and is reported immediately upon return, accumulated sick pay credit may be utilized in lieu of vacation leave provided the Employer agrees and verification of the illness is submitted.

(e) Sick Bank Elimination: Eligible employees who were employed and had a sick leave balance on December 31, 1989, after exercising a one-time only option of carrying up to four (4) days forward into 1990, shall be credited January 1, 1990 with an account equal to the remaining sick leave balance as of December 31, 1989 times the employee's December 31, 1989 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".

(f) Payment on Termination: Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as follows:

(i) One hundred percent (100%) payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary

designated by the employee or, in the absence of such designation to the personal representative of the employee's estate.

(ii) Fifty percent (50%) payment upon voluntarily leaving after a minimum of ten (10) years continuous service.

(g) Vacation Leave for Sick Leave: An employee with an accumulation of both vacation and sick leave may use vacation leave as sick leave after exhaustion of his accumulated sick leave.

Section 2. Worker's Compensation.

(a) The Employer shall provide coverage for employees in accordance with the Michigan Worker's Compensation Act.

(b) An employee who receives a work related injury or illness and draws Worker's Compensation as a result of his or her employment by the Employer may, at the option of the employee, receive from the Employer a supplemental payment for the employee's accumulated paid sick leave credits and/or vacation accrual. Such supplemental payment shall be equal to the difference between the weekly Worker's Compensation benefits received by the employee and the employee's normal take-home pay.

The employee's paid sick leave accumulation and/or vacation accrual shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made, for regularly scheduled time lost, until the employee's paid sick leave and vacation accrual are exhausted or Worker's Compensation is terminated, whichever occurs first.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Leaves of Absence. Except absences expressly authorized and approved pursuant to other specific provisions of this Agreement (e.g. paid vacations, paid holidays, sick leave, etc.), employees shall not be absent from work without an approved leave of absence as provided for in this Article.

Section 2. Medical Leave. Full-time and part-time employees may request, in writing, a period of medical leave, after exhaustion of accrued sick time or vacation time for a specifically defined and verified temporary disability preventing the employee from performing his job.

(a) Upon proper documentation, such leave may be granted for the period needed up to a maximum of 180 days.

(b) Maternity leave shall be considered such medical leave under this Agreement.

(c) An employee shall not be eligible for medical leave during his probationary period.

(d) If a medical leave is granted for a period up to but not exceeding one hundred eighty (180) calendar days, the Employer will hold the employee's position open.

(e) Medical leave shall be unpaid leave except that said employee will remain covered under relevant insurance programs pursuant to Article XII hereof. Holiday pay, credit for time in a step grade or the accrual of sick pay or vacation pay shall not be permitted.

Section 3. Personal Leave.

(a) Paid Personal Leave:

(i) Bereavement Leave:

1) Full-time employees who have completed their probation period may be granted up to a total of four (4) work days as a bereavement leave with pay in the event of death in the employee's immediate family. As used in this section, the term "immediate family" is defined as including the employee's spouse, child, stepchild, step sister or step brother, son-in-law, daughter-in-law, parent, stepparent, brother or sister, brother-in-law, or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, or grandchild.

2) Paid bereavement leave may be granted during an employee's paid vacation or floating holiday providing the Employer agrees and verification of the death is submitted immediately upon the employee's return to work.

3) Part-time employees may be granted a prorated amount of bereavement leave based upon their hours worked relative to full-time.

(ii) Funerals: An employee may receive one-half day paid leave to attend a funeral of a close friend in the local area, or one day to attend the funeral of a close friend if substantial travel time (i.e. more than 100 miles) may be involved in the Employer's discretion.

(iii) Whenever possible, requests for bereavement leave shall be made in writing and approved in advance by the supervisor.

(b) Unpaid Personal Leaves: Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of looking for, seeking or securing work elsewhere, may be granted by the Employer upon receiving application by an employee under such conditions as may be established by the Employer in writing at the time such leave is granted, including rights of reinstatement.

(i) During such leave, the employee shall keep the Employer informed of any change in the status or condition that caused the employee to request such leave.

(ii) The granting or denial of any personal leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(iii) An employee on a personal leave may request that the leave be terminated and that he be returned to work prior to the specified expiration date of the leave. The Employer shall have the sole discretion in determining whether or not to allow early reinstatement.

(iv) Vacation time, holidays, accumulation of sick leave, or any other employee benefits shall not accumulate or be paid during leaves of absence. All benefits shall be frozen during the time of the leave.

Section 4. Family and Medical Leave. As required by the Family and Medical Leave Act of 1993, the Employer will provide covered employees up to twelve (12) weeks (480 hours) or twenty six (26) weeks (1040 hours) in certain FMLA circumstances per year of unpaid job protected leave for certain family and medical reasons.

(a) Leave for Newborn or Newly Placed Child: A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a son or daughter or the placement of a son or daughter with the employee for adoption or foster care. Accrued paid vacation, floating holidays, or sick time may be substituted for unpaid leave for newborn or newly placed child.

(b) Leave for the Care of a Family Member: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter or parent has a serious health condition. Accrued paid vacation, floating holidays, or sick time may be substituted for unpaid leave for the care of a family member.

(c) Leave for Employee's Own Serious Health Condition: A leave shall be unpaid for a serious health condition that makes the employee unable to perform the employee's job.

(d) Leave during Family Member's Active Duty: A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

(e) Leave for the Care of a Family Service Member: A leave for an employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who incurred a serious injury or illness on active duty in the Armed Forces. The leave shall only be available during a single twelve (12) month period.

- (f) Eligibility for FMLA Leaves of Absence: In order to qualify for a FMLA leave the employee must meet all of the following conditions:
- (i) The employee must have worked for the Employer at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
 - (ii) Employees who have been employed by the Employer more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin.
- (g) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee used any form of leave described in Section 4(a) and (b) above.
- (h) Applications for FMLA leaves shall be made on forms provided by the Employer, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the Employer for review.
- (i) If a FMLA leave is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of leave, and shall be signed by the Employer.
- (j) The granting or denial of any FMLA in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.
- (k) Upon expiration of an FMLA approved leave the employee shall be returned to the same position they held at the time the leave commenced or to an equivalent position. If upon termination of a FMLA leave an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the Employer.
- (l) An employee on a FMLA leave may request that the leave be terminated and that he be returned to work prior to the specified expiration date of the leave. Reinstatement may require medical release documentation.
- (m) An employee on a FMLA leave shall keep the Employer apprised of any relevant changes in his or her conditions and/or circumstances, and the Employer may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination of the leave.
- (n) When an employee plans to take a FMLA leave the employee must give the Employer thirty (30) days notice. If a thirty (30) day notice is not possible, the

employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be approved with a thirty (30) day postponement of the effective date (from the date the Employer received notice).

(o) Intermittent Leave or a Reduced Work Schedule: Employees may take a FMLA in twelve (12) consecutive weeks, or may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks or twenty six (26) weeks (in certain FMLA circumstances) over a twelve (12) month period in the aggregate. The Employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

(p) Leaves of absence including medical leaves and leaves covered under the Family and Medical Leave Act shall not exceed when combined, twelve (12) weeks or twenty six (26) weeks (in certain FMLA circumstances) in a twelve (12) month period without specific approval from the Employer.

Section 5. Military Leaves of Absence. Applications for military service leave of absence shall be made to the Employer, in writing, as soon as the employee is notified of acceptance into military service, no less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrued, and the rights under such provisions and/or re-employment rights shall be governed by applicable Federal and State laws and regulations.

ARTICLE XVIII

ALTERNATIVE ASSIGNMENTS

Section 1. Job Sharing. The Association and the Employer agree to the concept of Job Sharing, i.e. a full-time position shared by two (2) part-time employees. It is agreed that requests for "job sharing" shall be evaluated on a case by case basis by the Employer. The granting or denial of any request for job sharing shall be subject to approval in the sole discretion of the Employer and shall not constitute any practice or precedent whatsoever with respect to any other case.

Section 2. Employee Development

(a) Cross Training: Pursuant to the Employer's Long-Range Strategic Plan, employees may be provided an opportunity, upon the employee's request and at the Employer's discretion, to participate in cross-training assignments among the various divisions of the 20th Circuit Court. Cross assignment opportunities are not limited to bargaining unit positions.

(b) **Stretch Assignments:** Employees, upon their request, may be given an opportunity to participate in time limited projects at the discretion of the Employer.

(c) **Cross Assignments:** Employees may be given notice of opportunities to interview for Internal Assignments within the 20th Circuit Court at the discretion of the Employer.

(d) Employee development opportunities are intended to stimulate learning, communication and personal growth throughout the Employer's entire operation; they are not intended to impact or change an employee's classification, wages or benefits.

ARTICLE XIX

PROMOTIONS, EVALUATIONS & TEMPORARY VACANCIES

Section 1. Promotions. Employees who demonstrate ability and aptitude for positions of increased responsibility shall be given every possible consideration for promotion when vacancies occur. Ability, dependability, punctuality and length of service shall be among the factors considered in filling the vacancy or new position. The final decision shall rest with the Employer.

Section 2. Employee Evaluation. Employees will be evaluated annually and have such evaluations disclosed to them.

Section 3. Job Vacancies. Notice of vacancies including vacancies for temporary assignments shall be posted for a minimum of five (5) working days on the Human Resources bulletin board in all designated posting sites at all County locations and on the County website.

Section 4. Salary Placement. A promoted employee shall be placed on the lowest salary step (based on the current salary schedule) of his new classification which will afford the employee a pay raise. For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion.

Section 5. Temporary Vacancies.

(a) For purposes of this section, temporary vacancy shall be defined as a vacancy pursuant to authorized leaves.

(b) If, because of a temporary vacancy, an employee is to assume some, if not all, of the responsibilities of a covered employee or a supervisory employee in a higher classification, additional compensation, including overtime, will be awarded to such employee. In determining additional compensation, the Employer will consider current workload as a factor in assigning responsibilities.

ARTICLE XX

PROFESSIONAL MEETINGS & EDUCATION REIMBURSEMENT

Section 1. Professional Meetings and Conferences. Employees who desire to attend a professional meeting or conference which is likely to improve their competency in their given position, shall submit requests to attend such meetings to the Employer. If the Employer determines attendance at such meeting or conference is in the best interests of the Employer, it may approve such requests. The Employer shall grant necessary normal working hour time off without loss of pay for attending meetings or conferences so approved and may also provide for reimbursement of the necessary out-of-pocket expenses incurred in such attendance.

Section 2. Educational Compensatory Time. If a full-time employee desires to continue his or her education, outside of working hours, in a field related to his or her employment, the Employer, in its sole discretion, may allow compensatory time off to the employee up to two times the number of credit hours taken per semester from regular employment.

Section 3. Reimbursement of Educational Expense. In lieu of the benefits of Section 2 of this Article, and in advance of taking an accredited extension or similar formal educational course in an area related to his work and position, an employee may apply to the Employer for reimbursement of the cost of the necessary tuition and books for the course or courses. The Employer shall have full discretion to grant or deny any such request. If reimbursement is allowed, the employee shall remain in the Employer's employment for at least one (1) year after completion of the course. If the employee leaves the Employer's employment before such time, the employee shall repay to the Employer reimbursed expenses. The employee shall present proof of class attendance and a passing grade (C or above for undergraduate classes; B or above for graduate classes per County policy) at the conclusion of each class for which reimbursement is awarded.

ARTICLE XXI

MISCELLANEOUS

Section 1. Meeting Rooms. The Association may use rooms in the County Building or Court rooms which may be available outside of the normal business hours for purposes of Association meetings; provided, however, that prior approval by the Employer or the County has been obtained.

Section 2. Bulletin Boards. The Employer shall provide the Association with two (2) bulletin boards exclusively for Association notices and other business. One shall be located in the employee area of the Juvenile Division and one shall be located in the employee area of the Detention Center.

Section 3. Building Closure.

(a) In the event the Chairperson of the Ottawa County Board of Commissioners orders all buildings closed; (1) if called before 8:00 a.m. employees regularly scheduled to work on the date of the alert shall receive a normal days pay and not be expected to go to work; (2) if called after 8:00 a.m., before 12 noon, those employees who reported to work shall receive a normal days pay. Those employees who have not reported to work shall be charged four (4) hours sick, compensatory, or vacation time; (3) if called after 12 noon, those employees who did not report to work shall be charged eight (8) hours from their accumulated sick, compensatory or vacation time and those employees regularly scheduled to work who reported shall receive their normal days pay.

ARTICLE XXII

JURY DUTY & COURT TIME

Section 1. Jury Duty.

(a) An employee who is called for jury duty shall notify the Employer immediately upon receiving notice of such call.

(b) If an employee serves on jury duty during days normally scheduled for work, the Employer will provide his normal daily pay upon presentation of a written statement of jury earnings from the proper jury official. In the event the employee receives additional jury compensation, the employee shall submit same to the Employer.

(c) Time spent on jury duty during regular work hours shall be considered as time worked.

Section 2. Court Time.

If an employee is subpoenaed as a witness in a judicial proceeding in a court other than the 20th Circuit Court because of knowledge he may have in connection with his employment with the Employer, such employee shall receive leave with pay for such attendance.

ARTICLE XXIII

TERMINATION OF EMPLOYMENT

Section 1. Voluntary. Employees desiring to resign from employment of the Employer shall give two (2) weeks written notice of their intent to resign. When possible, a four (4) week written notification should be given to the Employer to facilitate filling of vacancies created. Employees desiring to retire from employment shall give ninety (90) calendar days written notice of their intent to retire to both the Court and the County Human Resources Department.

Section 2. Involuntary. The Employer requires its employees to properly perform their job duties and, at all times, to conduct themselves in a reasonable and professional manner. Employees must also follow the Court's rules and policies. Failure to meet these requirements may result in disciplinary action.

(a) Any employee may terminate his employment at any time and for any reason, with or without notice to the Employer. Similarly, the Employer may terminate any employee at any time with good cause and with notice.

(b) Disciplinary actions, when deemed appropriate, shall range from verbal warnings and/or counseling to discharge. Except in cases, as determined by the Employer, that warrant immediate suspension or dismissal, the employee will have the opportunity to present an explanation of his conduct at a scheduled pre-disciplinary hearing. At the employee's request, he may be accompanied by an Association steward at such hearing.

(c) Court rules and policies may be changed or supplemented at any time, and any changes or any new policies are deemed effective immediately on notice to employees.

(d) The Employer is given discretion to begin discipline at any step, depending upon the seriousness of the offense.

(e) The supervisor or manager shall immediately inform the County Human Resources Director of any and all disciplinary action taken; and

(f) The supervisor or manager shall immediately inform the County Human Resources Director of any situation where suspension or termination of the employment is considered. No Court employee will receive any disciplinary suspension, and no employee will be terminated, without a thorough review by the County Human Resources Director and with final approval by the Chief Judge.

ARTICLE XXIV

VALIDITY

The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan and to the Rules and Administrative orders and directives of the Michigan Supreme Court governing judicial activities. If any Article or Section of this Agreement should be held invalid by operation of such constitutions, laws or rules or administrative orders or directives, the remainder of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXV

NO STRIKE - NO LOCKOUT

Section 1. Public Service. It is recognized that the need for proper service to the public by the Employer's employees is of paramount importance and that there will be no interference with such service.

Section 2. No Strike. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association and its members covered by this Agreement will not engage in or encourage any strike, sit-down stay-in, slowdown, or other similar action which would interfere with Employer services.

Section 3. Right to Discipline. The Employer shall have the right to discipline or discharge any employee participating in any such interference. It is understood, however, that an employee shall have recourse to the grievance procedure, as to matters of fact in the alleged actions of such employee.

Section 4. No Lock Out. The Employer will not lock out any employees during the term of this Agreement.

Section 5. Interruption of Operation. Neither the Association nor any of its officers, agents, or representatives shall be liable to the Employer in any actions at law for damages arising out of any interruption of the Employer's operations in violation of the provisions of this Article if, immediately upon receipt of notice from the Employer of such interruption by employees, the Association advised the Employer that such action is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXVI

MILEAGE REIMBURSEMENT

Employees who are required by the Employer to use their personal vehicles in the conduct of Employer business shall be reimbursed at the allowable IRS rate. Employees shall comply with such reasonable mileage reimbursement procedures as the Employer may require.

ARTICLE XXVII

LAYOFF PROCEDURE

Section 1. Seniority shall be defined as the length of continuous service in the bargaining unit. The Director of Juvenile Services shall provide a current seniority list to the Association during the month of January.

Section 2. In the event the Employer determines that a reduction in workforce is necessary, it shall determine the number of positions in each classification which will be maintained and shall promptly notify the Association. The following procedures shall be utilized.

(a) In the event skill, ability and general work performance are equal among employees in a classification, the employee with the least seniority in the classification(s) to be reduced and least number of regularly scheduled hours shall be laid off first. This process shall continue until each classification is staffed at the level determined by the Employer in Section 2 above.

(b) An employee laid off may bump the least senior employee with the least number of regularly scheduled hours in a "lower classification so long as he has the skills to perform the position as defined in the job description without any additional training.

(c) When a position in a classification becomes available in the bargaining unit, the most senior person with the most regularly scheduled hours prior to layoff, who has received a layoff notice from that classification, shall be recalled from a classification to which the senior employee bumped into during an earlier layoff. The employee shall be recalled from layoff, so long as the position is the same classification formerly held, or so long as the person has the skills to perform the position as defined in the job description.

(d) Notice of recall shall be sent by first class mail to the employee's last known address and shall allow a minimum of one (1) weeks notice to return to work. A recalled employee who does not report for work on the designated return date without good cause shall lose recall rights.

ARTICLE XXVIII

DEFERRED COMPENSATION

Employees will be eligible to participate in the County sponsored deferred compensation plan(s). The Employer will contribute a twenty-five percent (25%) match (up to a \$1,000 annual maximum Employer match) on each employee's contributions, subject to the terms and conditions of the plan(s).

Effective January 1, 2008, employees retiring under this collective bargaining agreement may contribute final payoffs (i.e. vacation, sick bank elimination account, longevity) upon retirement to their deferred compensation plan. The retiring employee will be responsible for and limited to the maximum annual contribution as established by Internal Revenue Service guidelines. The Employer will not contribute any matching funds on these final contribution amounts.

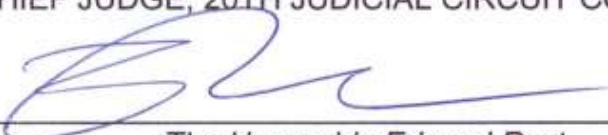
ARTICLE XXIX

TERM OF THE AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the dates below indicated. The date of the last required signature shall be the commencement date of this Agreement. The expiration date of this Agreement shall be December 31, 2010.

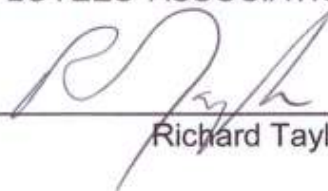
CHIEF JUDGE, 20TH JUDICIAL CIRCUIT COURT

Dated: 3/6/09


The Honorable Edward Post

EMPLOYEES' ASSOCIATION

Dated: 3/18/09


Richard Taylor, President

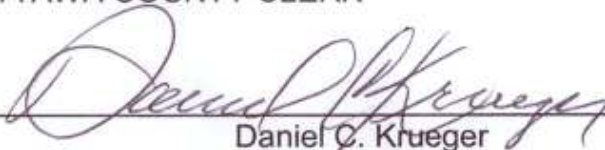
OTTAWA COUNTY BOARD OF COMMISSIONERS

Dated: 3/24/09


Donald Disselkoen, Chairperson

OTTAWA COUNTY CLERK

Dated: 3/24/09


Daniel C. Krueger

APPENDIX A
CLASSIFICATION SCHEDULE

<u>JOB TITLE</u>	<u>CLASSIFICATION</u>
6620 Judicial Clerk I	02
6457 Drug Court Clerk	03
6621 Juvenile Court Clerk II	03
6987 Treatment Services Clerk	03
5111 Administrative Aide (JDC)	03A
6805 Reimbursement Specialist	03A
6231 Assistant Juvenile Register	04
5151 Youth Specialist	04
5141 Group Leader	05
5921 Training Coordinator	08
2220 Juvenile Caseworker	08
2955 Senior Caseworker	09
2956 Senior Caseworker (Placement)	09
2530 Treatment Specialist	09
2647 Juvenile Community Justice Coordinator	09A
2455 Drug Court Coordinator	09A

Wage Study
BA 11/24/2009

APPENDIX B
 JUVENILE COURT EMPLOYEES ASSOCIATION
 2009/2010 SALARY AND STEP SCHEDULE

Effective January 1, 2009, increase the 2008 salary schedule by 2%.
 Effective January 1, 2010, increase the 2009 salary schedule by 2%.

<u>Pay Grade</u>	<u>A Start</u>	<u>B 6 mos.</u>	<u>C 1 Year</u>	<u>D 2 Year</u>	<u>E 3 Year</u>	<u>F 4 Year</u>	<u>G 5 Year</u>
1							
1/1/2009	11.5097	11.7534	11.9646	12.4678	12.9874	13.5070	14.0263
1/1/2010	11.7399	11.9884	12.2039	12.7171	13.2471	13.7772	14.3069
2							
1/1/2009	12.3868	12.6629	12.9392	13.5075	14.0917	14.6763	15.2606
1/1/2010	12.6345	12.9162	13.1980	13.7777	14.3735	14.9698	15.5658
3							
1/1/2009	13.3289	13.6372	13.9619	14.5952	15.2286	15.8777	16.5433
1/1/2010	13.5955	13.9099	14.2411	14.8871	15.5332	16.1953	16.8742
03A							
1/1/2009	13.8604	14.1812	14.5188	15.1770	15.8357	16.5108	17.2034
1/1/2010	14.1376	14.4648	14.8092	15.4805	16.1524	16.8410	17.5475
4							
1/1/2009	14.3026	14.6434	15.0009	15.6988	16.4133	17.1601	17.8744
1/1/2010	14.5887	14.9363	15.3009	16.0128	16.7416	17.5033	18.2319
5							
1/1/2009	15.3093	15.6988	16.1046	16.8678	17.6795	18.4913	19.2869
1/1/2010	15.6155	16.0128	16.4267	17.2052	18.0331	18.8611	19.6726
6							
1/1/2009	16.3968	16.8351	17.2571	18.1176	19.0106	19.9037	20.8127
1/1/2010	16.7247	17.1718	17.6022	18.4800	19.3908	20.3017	21.2289
7							
1/1/2009	17.5658	18.0526	18.5398	19.4978	20.4878	21.4781	22.4686
1/1/2010	17.9171	18.4136	18.9106	19.8878	20.8976	21.9077	22.9179
8							
1/1/2009	18.9136	19.4493	20.0176	21.0893	22.1931	23.2971	24.4171
1/1/2010	19.2919	19.8383	20.4180	21.5111	22.6370	23.7630	24.9054

9

1/1/2009	20.0175	20.5972	21.1700	22.3552	23.5567	24.7580	26.0080
1/1/2010	20.4179	21.0091	21.5934	22.8023	24.0278	25.2532	26.5282

09A

1/1/2009	20.6318	21.2294	21.8199	23.0415	24.2799	25.5180	26.7957
1/1/2010	21.0444	21.6540	22.2563	23.5023	24.7655	26.0284	27.3316