

12/31/96

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF OTTAWA

AND

TEAMSTERS LOCAL 214

.....

JANUARY 1, 1994 - DECEMBER 31, 1996

*Ottawa County*

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AGREEMENT BETWEEN

COUNTY OF OTTAWA

AND

TEAMSTERS LOCAL 214

THIS AGREEMENT is entered into, by and between the COUNTY OF OTTAWA, hereinafter called the "County," and TEAMSTERS STATE, COUNTY and MUNICIPAL WORKERS LOCAL 214, hereinafter called the "Union."

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 Union and the County, so as to serve the best interests of the parties and the people of Ottawa County.

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

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

ARTICLE 1

RECOGNITION AND DEFINITIONS

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

All full-time and regular part-time County employees in the classifications listed in the salary schedule attached hereto as Appendix "A"; but excluding all elective officials, executives, Circuit, District and Probate Court employees, confidential employees, Road Commission employees, Sheriff Department employees, Register Nurses in the Public Health Department, supervisory personnel, Chief Sanitarian, Director of Juvenile Services, Equalization Director, Director of Public Health, Public Health Nurses Director, Chief Deputy Clerk, Chief Deputy Treasurer, Chief Deputy Register of Deeds, Friend of the Court, Assistant Friend of the Court, Prosecuting Attorney, Assistant Prosecuting Attorneys and the Administrative Secretary of the Prosecuting Attorney's office, Superintendent of the County Youth Home, Civil Defense Director,

all temporary casual or substitute employees, and all other employees.

Section 2. Employees. Such bargaining unit employees are hereinafter referred to as "Employees".

Section 3. Gender. The masculine pronoun, whenever used herein, includes the feminine, and the singular includes the plural, unless the context clearly indicates otherwise.

## ARTICLE 2

### DEFINITIONS OF EMPLOYEES

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

Section 2. Regular Part-Time Employees. Employees who are normally scheduled to work the equivalent of twenty (20) or more hours per week (but less than 40 hours per week) on a regular and recurring basis shall be classified as regular part-time employees. A regular part-time employee shall receive benefits as provided for in this Agreement on a pro rata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise.

Section 3. Temporary or Casual Employees. Employees who are scheduled for temporary (continuous 5 months or less) part-time work, or regular part-time work for less than 20 hours per week, or temporary or casual (continuous 5 months or less) full-time work, shall be classified as temporary or casual employees, and shall not be subject to the benefits or provisions of this Agreement. JTPA employees or other employees subject to similar State or Federally funded programs shall also be deemed temporary or casual employees and shall not be subject to the benefits or provisions 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. In no case will a temporary or casual employee 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 in order to complete probation.

## ARTICLE 3

### UNION SECURITY AND CHECK-OFF

Section 1. Voluntary Membership. Any and all employees in the bargaining unit described in Article 1 shall be free to become members of the Union.

Section 2. Names. Names of any and all employees hired by the County for positions in the bargaining unit shall be furnished promptly to the Union by the County. Names of employees who are changed to positions outside the bargaining unit shall also be submitted to the Union.

Section 3. Maintenance of Membership. All employees in the bargaining unit represented by the Union who are members of the Union on the effective date of this Agreement, or who become Union 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 by paying to the Union the regular monthly dues uniformly levied against all members of the Union.

Section 4. Voluntary Check-Off. (a) The County agrees that regular monthly dues of the Union will be deducted from the pay of each employee who voluntarily files with the County Administrator's 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 Union's Treasurer within fourteen (14) days after deduction.

(b) The County shall not be liable to the Union by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than actual voluntary 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 5. Indemnification. The Union agrees to indemnify and hold the County, its 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 Union Security and/or Check-Off provisions of this Article.

#### ARTICLE 4

##### UNION REPRESENTATION

Section 1. Stewards and Alternates. (a) In the administration of this Agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees may be represented by the Union steward and/or other designated Union representative having jurisdiction in the case.

(b) As used in this Agreement, the term 'steward' shall mean a bargaining unit employee designated by the Union. The Union may designate not more than seven (7) stewards plus one (1) chief steward, and no such stewards shall function as such until the County (i.e. County Administrator) has been notified in writing of the names of such stewards and the departments or buildings in which they have jurisdiction.

(c) In the event a Steward is absent and unavailable, the Union may appoint an Alternate Steward who may serve in the Steward's absence after notifying the County (i.e. County Administrator) in

writing of the name of the Alternate and of the Steward for whom he or she is substituting.

Section 2. Bargaining Committee. (a) For purposes of collective bargaining with the County, the Union shall be represented by a bargaining committee consisting of not more than five (5) bargaining unit employees; and no such bargaining committee members shall function as such until the County (i.e. County Administrator) has been notified in writing of the names of such bargaining committee members.

(b) In the event a bargaining committee member is absent and unavailable, the Union may appoint an alternate bargaining committee member who may serve in the regular member's absence after notifying the County (i.e. County Administrator) in writing of the name of the alternate and the member for whom he or she is substituting.

(c) The Union reserves the right to retain outside representation, in addition to the five (5) bargaining unit members, to assist the bargaining committee in its functions.

## ARTICLE 5

### MANAGEMENT RIGHTS

Section 1. The department heads and the Board of Commissioners retain the sole right to manage the business of the County, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services, to maintain order and efficiency in its departments and divisions, to discipline and discharge for just cause, to demote for just cause, to determine layoff, to assign, transfer and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

## ARTICLE 6

### 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, 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 party, and each party may select its representatives from outside or within the County employees. It is recognized that no final agreement between the parties may be executed without ratification by the Union's bargaining unit members and by the

County's Board of Commissioners; 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 Union and of the County.

Section 4. It is the intent of the parties to mutually schedule collective bargaining sessions so that there will be a mixture of evening and day sessions. Union bargaining committee members who attend such bargaining sessions under released time from scheduled work will be compensated by the County for straight-time scheduled work hours lost; provided, however, that the County shall not be obligated to pay more than five (5) such members for more than six (6) daytime sessions.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for settlement of disputes as they arise concerning the interpretation or application of this Agreement, without interruption or interference with the normal operation of the County Departments 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" shall be a written complaint by an employee involving the application or interpretation of a specific provision of this Agreement and claiming a violation thereof.

(b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.

(c) The term "Steward" shall mean a bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of this Grievance Procedure. The Union may designate not more than seven (7) Stewards, plus one (1) Chief Steward; and no Steward or Chief Steward shall serve as such until the County (i.e. County Administrator) has been notified in writing of the names of such Stewards and Chief Steward and of the Departments or buildings within which their representation will occur.

Section 3. Release Time for Grievance Representation. (a) No more than one (1) steward (including the Chief Steward) per grievance shall be allowed reasonable time-off, as determined by the County, without loss of pay or benefits for scheduled work time lost, for the purpose of representing a bargaining unit member(s) in the grievance procedure.

(b) No steward (including the Chief Steward) shall absent himself from his scheduled and assigned work without the express prior approval of his supervisor' all stewards (including the Chief Steward) shall, during such representation, remain available for and respond to emergency job duties required of them.

Section 4. Steps in the Grievance Procedure:

STEP ONE. The employee having a grievance shall first discuss it with the Department Head to try and resolve the matter informally. The employee's Steward may be present at such meeting if either the aggrieved employee or Department Head desires.

STEP TWO. If the grievance is not satisfactorily resolved at Step One and the employee desires to appeal it to Step Two, the employee and his Steward shall reduce the grievance to writing (using the established Grievance Form), shall set forth the facts upon which it is based, shall identify the provision(s) of this Agreement alleged to have been violated, shall state the relief requested, and shall be submitted to the employee's Department Head and to the County Administrator within seven (7) days of the occurrence of the grievable event. The Department Head shall respond to the grievance in writing within seven (7) days after receipt of the grievance at this step.

STEP THREE. If the grievance is not satisfactorily resolved at Step Two and the employee desires to appeal it to Step Three, such written appeal of the grievance shall be presented to the County Administrator within five (5) days after the Department Head's Step Two answer. The grievant and his Steward will be invited to meet with him. The County Administrator shall give a written answer to the grievance within fifteen (15) days after such meeting.

STEP FOUR. (a) Appeal. Any grievance which is unresolved at Step Three of the Grievance Procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice by the Union to the Chairman of the County Personnel and Contract Committee and to the County Administrator, both within thirty (30) days of receipt of the County Personnel and Contract Committee's Step Three answer.

(b) Selection of an Arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days after receipt of the written notice requesting arbitration, the selection shall be made in accordance with the arbitrator selection procedures of the American Arbitration Association now in effect.

(c) Powers of the Arbitrator. (i) The Arbitrator shall be empowered to hear, investigate and decide a grievance which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement, subject to the limitations stated below. The arbitrator shall have discretion to uphold or rescind disciplinary

measures imposed by the County, the determination to depend upon whether or not a breach of this Agreement is involved.

(ii) The arbitrator shall not have the power to:

- (a) Add to, subtract from, disregard, alter or otherwise modify any of the provisions of this Agreement;
- (b) Establish or modify any salary rate, classification or plans;
- (c) Rule on any provision of the pension or insurance programs;
- (d) Base his decision on state or federal law (i.e. the arbitrator must make his decision solely on the basis of the provisions of this Agreement);
- (e) Change or alter any policies, rules and/or actions of the County which are not specifically in violation of this Agreement;
- (f) Hear any grievance previously barred from the scope of the grievance procedure in a prior proceeding;
- (g) Make any adjustment or settlement of a grievance retroactive more than the date of the grievable occurrence or seven (7) days prior to filing the grievance at Step Two, whichever is later; or
- (h) Award any punitive damages, or award any monetary adjustments where there has been no wage loss.

(iii) In the event the arbitrator finds that he has no power to rule on the case, the matter shall be referred back to the Union and the County Personnel and Contract Committee without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the Arbitrator, and such witnesses may be cross-examined by the Arbitrator or the opposing party.

(d) Decision. The decision of the Arbitrator shall be binding on the Union, on Bargaining Unit employees, and on the County.

(e) Fees and Expenses. The fees and expenses of the Arbitrator shall be shared equally by the Union and the County. All other expenses relating to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

(f) Time Limits. The grievances specified herein must be initiated and processed within the time limits provided herein. Failure of any grievant to meet these time limits shall result in an automatic

and final rejection of the grievance. The parties may extend these time limits by mutual agreement.

Section 5. Expedited Grievances: Should an employee who has been discharged or who has been given a disciplinary time off without pay consider such action to be improper, a grievance may be processed initially at Step 3 of the Grievance Procedure.

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

Section 1. The County of Ottawa requires its employees to properly perform their job duties and to, at all times, conduct themselves in a reasonable manner as may be expected from responsible adults. Employees must also follow the County's rules and policies. Failure to meet these requirements shall result in disciplinary action.

Disciplinary actions, where deemed appropriate, shall range from verbal warnings and/or counseling to discharge. Except in cases as determined by the County to warrant immediate dismissal, efforts will be made to afford an employee the opportunity to correct his/her behavior prior to being discharged. However, serious misconduct could result in an employee's discharge on the first offense.

Section 2. (a) An employee who is discharged or given disciplinary time off from work shall be allowed to confer with his or her Steward with respect to the alleged offense.

(b) An employee who is discharged or given disciplinary time off from work shall be given notice thereof within ten (10) calendar days, which notice shall state the nature of the offense and the disciplinary action taken. Such notice may be given either in person or by first class mail to the employee's last known address.

(c) An employee may be required to acknowledge, in writing, receipt of written warnings and/or reprimands, except that the employee may request the presence of his or her Steward prior to signing. The employee's written acknowledgment of receipt of such warnings and/or reprimands shall not be construed as the employee's agreement with the warning or reprimand.

## ARTICLE 9

### WAGES

Section 1. Salary Schedule. (a) Salaries will be paid in accordance with the Salary Schedules attached to and made a part of this Agreement as Appendix "A".

(b) The salary schedule is based upon a eight (8) hour day and a five (5) day week.

Section 2. Experience Credit. Newly hired employees having previous applicable experience shall be given credit (up to but not exceeding one (1) year) on the salary schedule for such experience. The amount of credit will be recommended by the Department Head and will be determined by the County Personnel and Contract Committee, according to the type of experience, the requirements of the position involved, and the budget requirements.

Section 3. Step Increases. (a) Except for salary step increases withheld under subsection (b) below, regular full-time and regular part-time employees shall advance between lateral steps on the salary schedule (attached) based on the employee's length of service in the given position.

(b) Notwithstanding the salary step provision of subsection (a) above, an employee may be denied a salary step increase for which the employee would otherwise be eligible, based on his length of service in the position, if the employee has not maintained a satisfactory work record. If the County withholds an employee's salary step increase based on an unsatisfactory work record, the Department Head 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 re-evaluated within thirty (30) calendar days following the date when the step increase would otherwise have taken effect. If, based on such re-evaluation, 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 re-evaluation, 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. New Classification. If the County establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the County. The County will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the County. In the event the Union does not agree with the rate of pay established by the County, the parties' respective Bargaining Committees will meet to negotiate the rate.

## ARTICLE 10

### WORKING SCHEDULES

Section 1. Normal Work Week. (a) The normal work week for full-time employees shall consist of five (5) consecutive days, Monday through Friday, and forty (40) working hours, exclusive of unpaid lunch periods; provided, however, that this provision shall not be construed as a guarantee of any minimum or maximum number of work days or working hours.

(b) Notwithstanding the provisions of subsection (a) above, the County may establish a regular Tuesday through Saturday work week, or some other work week normally not exceeding five (5) consecutive days, for some employees as needed; provided, however, that regular work weeks other than Monday through Friday shall be filled through posting as such.

Section 2. Normal Work Day. (a) The normal work day for full-time employees shall consist of eight (8) working hours, excluding unpaid lunch periods; provided, however, that this provision shall not be construed as a guarantee of any minimum or maximum number of working hours.

(b) County offices shall generally be open to the public from 8:00 a.m. to 5:00 p.m.; and employees' daily work hours shall be as scheduled by their respective Department Heads.

(c) For each full day worked, there shall be an unpaid lunch period of one (1) hour and two fifteen (15) minute paid rest periods; provided, however, that shorter unpaid lunch periods may be established in the Maintenance Department or, upon mutual agreement, in other departments also. All lunch periods and rest periods shall be scheduled by the Department Head.

Section 3. Variances. Notwithstanding the normal work week and normal work day provisions of Sections 1 and 2 of this Article, employees may from time to time be required by the Department Head or scheduling supervisor to work a schedule which varies from the normal eight (8) hour work day and/or normal forty (40) hour work week. Such variances shall be handled as follows:

(a) Mental Health Department: Due to the nature of the work and services performed, the work hours for employees of the Mental Health Department necessarily require flexibility and the normal work day and normal work week for employees of the Mental Health Department may regularly vary.

(i) Therefore, the work hours for employees of the Mental Health Department shall be subject to scheduling by the Department Head and/or scheduling supervisor.

(ii) Such employees shall not work in excess of forty (40) hours per work week without the prior written approval of their Department Head or scheduling supervisor.

(iii) Such employees shall be eligible for overtime (i.e. at the rate of time and one-half) only for the hours worked by them, with the prior written approval of their Department Head or scheduling supervisor, in excess of forty (40) hours per work week.

(iv) When such overtime is approved as provided in this Section, the employee may request compensation for the hours worked in excess of forty (40) hours per work week either: (a) in the form of time and one-half (1½) compensatory time off, or (b) in the

form of time and one-half (1½) pay. To the extent deemed practical by supervision, the County will attempt to accommodate the employee's preference for overtime compensatory time off or overtime pay, but the final decision shall rest with the County. In either event, whether such overtime is compensated in the form of compensatory time off or pay, such compensation shall be taken or paid, as the case may be, within the same pay period in which it is earned -- e.g. if compensatory time off is requested and allowed, it must be taken within the same pay period in which it was earned.

(v) If an employee takes it upon himself to work in excess of forty (40) hours per work week without the prior written approval of his Department Head and/or scheduling supervisor, the employee shall not be entitled to be paid for any such excess hours; and the employee shall be precluded from grieving the non-payment of any such hours.

(vi) It is understood and agreed that no "on call" hours and no work required while "on call" shall be counted in computing an employee's eligibility for overtime (i.e. after 40 hours per week). Such "on call" time shall be separately compensated as provided in the "on call" provisions of Article 11 of this Agreement.

(b) Other Departments: Variations in working hours and schedules for employees in departments other than the Mental Health Department shall be subject to the following general provisions:

(i) The Department Head or other scheduling supervisor will notify employees of changes in working hours and schedules at least one (1) day before the changes are to take effect if such supervisor has sufficient advance knowledge of the need for such changes to do so.

(ii) Advance notice of changes in working hours and schedules is not required when the Department Head or other scheduling supervisor does not have sufficient advance knowledge of the need for such changes to comply with subsection (i) above, or in the event of an emergency, or in the event of an uncontrollable circumstance (e.g. snow removal, etc.).

(iii) Schedule changes will not be used for the purpose of creating regular split shifts.

(iv) After the need for changes in working hours and schedules has been met, employees will be returned to their previous and regular working hours and schedules.

(v) Employees reporting for work as scheduled will not be sent home from work early for the purpose of avoiding the payment of daily overtime in connection with a change in working hours and schedules.

(vi) If insufficient employees are agreeable to a change in working hours and schedules, then and in such event the changed hours and schedules shall be assigned to additional employees in the inverse order of their classification seniority.

Section 4. Shift Preference.

(a) The employer shall determine shifts needed in any department and the appropriate number of classifications of employees needed on any shift.

(b) An employee of any department having more than one (1) shift may indicate shift preference to the employee's department head in writing whenever a vacancy occurs in the employee's classification and department.

(c) The granting of shift preference within the department shall be based upon such factors as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications as may be pertinent to the particular position to be filled. If two (2) or more employees are equally qualified in the opinion of the County, the shift shall be offered to the employee having the greater classification seniority.

ARTICLE 11

OVERTIME AND PREMIUM PAY

Section 1. Overtime Pay. (a) All work in excess of forty (40) hours per work 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 election of the employee's Department Head; provided, however, that all compensatory time off must be taken in the same pay period in which it is earned.

(b) Employees shall not work in excess of forty (40) hours per work week without the prior approval of their Department Head or, in the absence of the Department Head, another authorized supervisor.

(c) An attempt shall be made to schedule compensatory time off, as provided in this Agreement, at times mutually agreeable to the employee and his or her Department Head.

(d) In the event an employee has not worked 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.

(e) Definitions:

(1) Work Week. A work week shall commence at 12:01 a.m., Sunday, and end at 12:00 midnight on the following Saturday.

(ii) Pay Period. A pay period shall consist of two consecutive work weeks. Pay periods do not overlap. The overtime period runs concurrent with the pay period.

(iii) Pay Day. A pay day usually will occur on the Friday following the last Saturday of a Pay Period.

Section 2. Minimum Call-In. Employees who are called in to work extra hours which are not contiguous to their scheduled hours shall receive minimum call-in pay of one (1) hour on weekdays, two (2) hours on Saturdays, and three (3) hours on Sundays and holidays. Such minimum call-in shall be paid at straight time rates unless it results in time worked in excess of forty (40) hours per week, in which latter event it shall be paid at time and one-half (1½) for the hours worked in excess of forty (40) hours per week.

Section 3. On-Call/Pager-Mental Health Department: (i) Employees of the Mental Health Department who are assigned on a rotating basis to be "on call" for non-scheduled working hours for week's duration, and who are required during said assignment to carry a pager, shall be compensated with pay as follows:

(a) Receive pay at the rate of one (1) hour pay for each five (5) hours "on call".

(b) Receive pay at the rate of one (1) hour pay for each one (1) hour of direct intervention work (i.e. requiring the employee to report in to work) during the "on call" period.

(c) "On call" hours during a seven (7) day period will generally equal 123 hours (i.e. 2 weekend days at 24 hours/day plus hours between 5:00 p.m. and 8:00 a.m. on scheduled work day).

(d) In computing pay, hours of direct intervention under Subsection (b) above shall be deducted before computing adjustments (reductions) under Subsection (a) above.

(ii). Employees receiving compensation pursuant to (i) above for the assignment shall not be entitled to any other form of compensation for the assignment (e.g. no compensatory time off or overtime pay based upon the assignment).

(iii). In lieu of Section 3 (i) above, employees of the Mental Health Department who are assigned on a rotating basis to be "on call" shall be paid at the rate of one and one-half (1 1/2) hours of pay for each hour of direct intervention (i.e. requiring the employee to report in to work) during the "on-call" period, if such amount is greater than what the employee would have received under 3 (i) above.

Section 4. "Red Alert". In the event that the Chairperson of the Ottawa County Board of Commissioners calls a red alert due to inclement weather and orders all County Buildings closed; (1) if called before 8:00 a.m. employees regularly scheduled to work on the day of the alert

shall receive a normal day's 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 day's 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 day's pay.

## ARTICLE 12

### SENIORITY

Section 1. Seniority. (a) There shall be three (3) types or categories of seniority, as follows:

- (1) Classification seniority shall be an employee's continuous length of service in his or her current classification since date of last hiring to that classification.
- (2) Departmental seniority shall be an employee's continuous length of service in his or her Department since date of last hiring to the Department.
- (3) Unit (or bargaining unit) seniority shall be an employee's continuous length of service in the bargaining unit since date of last entry into the bargaining unit.

(b) Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

(c) Seniority shall be applied as specified in connection with the provisions of this Agreement, i.e. the Agreement shall specify the type or category of seniority applicable to those portions of the Agreement where seniority is or may be a factor.

(d) A regular full-time employee will have no seniority until completion of the probationary period. At that time, upon successful completion of the probationary period, the employee will be placed on the seniority list as of the employee's last date of hire.

(e) Seniority shall continue to accumulate during paid leaves of absence, but it shall be retained without further accumulation during unpaid leaves of absence or layoffs.

Section 2. Probationary Employees. Each bargaining unit employee shall be considered a probationary employee (and shall have no seniority) until such employee shall have been employed by the County and have worked in the bargaining unit for a continuous period of six (6) months following his last date of hire in the bargaining unit. Upon successful completion of the probationary period, an employee's bargaining unit seniority shall be as of the employee's last date of hire in the

bargaining unit. During the probationary period, an employee may be laid off or terminated by the County at any time without regard to the provisions of this Agreement and without recourse to the grievance procedure. If the County wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the County, the County may do so for an additional period not to exceed three (3) months upon mutual agreement.

Section 3. Seniority List. A seniority list shall be prepared by the County and a copy supplied to the Union after being requested by the Chief Steward; provided, however, a copy of such list shall not be required to be supplied to the Union more than one time per quarter calendar year. The seniority list will list the employee's date of hire into the bargaining unit and department in which employed. Disputes, if any, regarding seniority lists shall be resolved on the basis of the County's official records.

Section 4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under any of the following conditions:

- (a) The employee resigns or quits;
- (b) The employee is discharged and is not reinstated;
- (c) The employee retires;
- (d) The employee has been on layoff for a period of time equal to his bargaining unit seniority at the time of his layoff or eighteen (18) months, whichever is less;
- (e) The employee is on leave of absence for illness, injury or disability (paid or unpaid) for a period of one (1) year; provided, however, that if the illness, injury or disability (whether paid or unpaid) is job related and compensable by Worker's Compensation, then and in such event, seniority shall be lost and the employment relationship shall end upon expiration of an absence of two (2) years;
- (f) The employee is absent from work, including the failure to return to work at the expiration of any leave of absence, vacation, or layoff, for three (3) consecutive working days without notifying the County and making mutually acceptable arrangements for the employee's return to work, except when the failure to notify and work is due to circumstances beyond the control of the employee.

## ARTICLE 13

### HOLIDAYS

Section 1. Paid Holidays. The following paid holidays are recognized for bargaining unit employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- One-half (½) Day Before Christmas
- Christmas Day
- One-half (½) Day Before New Year's Day
- Five (5) Floating Holidays

Section 2. Holidays Falling on Weekends.

(a) Except as provided in (b) below, if any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday and if any such holiday falls on Saturday, it shall be celebrated on the preceding Friday provided; however, that if an employee's regular work week includes Saturday work, such employee shall celebrate the holiday on Saturday.

(b) In the event Christmas and New Year's Days holidays fall on 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 or New Year's Eve holidays fall on Sunday, such holidays will be celebrated on the Friday preceding the holiday.

Section 3. Part-Time Employees. Regular part-time employees shall receive pro-rated 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.

Section 4. Eligibility. The following additional terms and conditions shall govern employee eligibility for holiday pay:

(a) To be eligible for holiday pay, an employee must be a regular full-time or regular part-time employee on the day of the holiday.

(b) Except with respect to 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 in order to be eligible for holiday pay.

(c) Employees who are scheduled to be "on call" on a designated holiday, and employees who have been scheduled for thirty (30) or more calendar days in advance of a holiday to work on the holiday, shall not be eligible for holiday pay if they fail to work as required. Employees who do work on a holiday shall receive holiday pay plus their regular rate of pay for the hours worked.

(d) 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 paid sick leave day.

(e) An employee on an unpaid leave of absence shall not be paid for any holiday which occurs during such unpaid leave.

Section 5. "Floating" Holiday Scheduling. (a) So far as possible, considering the needs of the Department, "floating" holiday schedules submitted by March 15, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual "floating" holidays scheduled in accordance with departmental needs. 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 not scheduled by March 15 shall be used by the employee within the year as mutually agreed to with the Department Head.

(c) "Floating" holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.

(d) "Floating" holidays shall be prorated in one-half day increments for the year for new employees hired during a calendar year and individuals who terminate their employment during the year.

#### ARTICLE 14

##### INSURANCE PROGRAMS

Section 1. Hospital/Medical Insurance. (a) Eligibility: Full-time employees and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible, in accordance with this Section, to participate in a group hospital/medical program provided through the County covering such employees and their eligible dependents, if dependent coverage is elected. For eligible employees, such coverage shall become effective within sixty (60) days of an employee's hiring date. Such employees may obtain the necessary applications from the Human Resources Department.

(b) Coverage: The group hospital/medical insurance program requires a \$100/\$200 deductible on all basic claims and \$100/\$200 deductible on all major medical for single subscriber/family subscriber. The plan excludes any expenses for treatment or injuries received in an accident involving an automobile or other motor vehicle covered by automobile insurance protection which is the responsibility of the employee.

NOTE: The automobile exclusion will take effect at the time it becomes effective for all County bargaining units.

Prescription Drug Plan: \$4.00 generic prescription drug program.

Implement other health plan cost containment features as follows:

(i) Limitations on Substance Abuse Treatment: Pay benefits only upon successful completion of a licensed rehabilitation program, which may be in-patient, out-patient or a combination of the two (in other words, no benefits are payable for courses of treatment that are unfinished). Limit to two (2) treatment programs.

(ii) Sponsored Dependents Exclusion - Typically these individuals would obtain coverage from the following sources:

- A. COBRA,
- B. Medicare disability,
- C. Medicare over 65,
- D. Medicare individual supplements,
- E. BC/BS, and
- F. Medicaid.

(iii) Pre-existing conditions limitations: A pre-existing condition is an illness or injury for which you or your dependents received services or supplies within twelve (12) months of your or your dependent's effective date described under "When Coverage Begins". No benefits will be paid for that condition until the earlier of: 1) When services or supplies have not been received for that condition for twelve (12) consecutive months (12 months treatment free), or 2) When the person with the pre-existing condition has been covered by the plan for twenty-four (24) continuous months.

(iv) Pre-certification and Utilization Review.

(v) Mail order prescription plan.

Sunset: If not implemented with all County bargaining units by December 31, 1994, "a" through "d" of cost containment will be sunsetted.

(c) Payment: (i) Full-time employees will be required to pay twenty (20) percent of the cost of the group hospital/medical coverage (premium cost) and the Employer pay eighty (80) percent.

(ii) For regular part-time employees regularly scheduled to work twenty (20) or more hours per week, the County shall pay eighty (80) percent of that proportion of the cost of employee coverage (premium cost) and eligible dependent coverage (premium cost) (if required) which the number of hours regularly scheduled to be worked by the employee each week bears to forty (40).

(iii) Each employee on their own time may participate in a County sponsored wellness program in lieu of payment of a portion of the required employee percent of the cost of group hospital/medical coverage for the next subsequent year.

(1) Employees who complete a County health/lifestyles risk assessment (including the six (6) month follow-up) will qualify for a reduction equal to one-quarter of the twenty (20) percent co-pay paid by the employee.

(2) Employees who complete the aforementioned health/lifestyles assessment and who participate in and successfully complete a County sanctioned wellness program (e.g. eight (8) week exercise/education program which is maintained through COREWELL) will qualify for a reduction equal to the remaining three-quarters of the twenty percent (20) co-pay paid by the employee.

(3) The County shall pay the full cost of the employees' participation in the health/lifestyles risk assessment.

(4) The employee shall pay twenty dollars (20) toward the cost of the eight (8) week exercise/education program. The twenty dollars (\$20) will be reimbursed to the employee based upon successful completion of the program. Successful completion is defined as attendance at a minimum of seventy-five percent (75%) of the scheduled classes. The employer shall be responsible for payment of the remaining portion of the program.

(5) Employees who participate in a regular aerobic exercise program on an individual basis may submit a request to the County Administrator to substitute such a program for the program referenced in (2) above. The request must be in writing and detail the type of regular exercise program in which the employee will participate and the employee's historical involvement. The request will be reviewed on an individual basis and shall be approved/disapproved at the sole discretion of the County Administrator.

Section 2. Single Coverage Part-time: Effective 5/3/89: Part-time employees who are hired after May 3, 1989, and are regularly scheduled to work twenty (20) or more hours but less than forty (40) hours per week shall be eligible only for single coverage on all programs.

Section 3. Life Insurance. The County shall provide each regular full-time and regular part-time employee who regularly works at least twenty (20) hours per week with group term life insurance in the sum of one (1) times an employees annual salary with minimum coverage of \$12,500 and maximum coverage of \$50,000 with accidental death and dismemberment in the same amount. For eligible employees, such coverage shall become effective within sixty (60) days of an employee's hiring date.

Section 4. Dental Plan. Basic family dental plan (60/40) without orthodontics and an \$800.00 maximum benefit year. The Employer will pay up to twenty-two dollars (\$22.00) maximum per month for an employee. Any costs above the Employer cost shall be paid by the employee.

Section 5. Optical Coverage. The County shall provide basic optical coverage to each regular full-time and regular part-time employee who regularly works twenty (20) hours per week. The coverage will include exam, prescription lenses and approved frames every two (2) years, contact lenses if non-cosmetic.

Effective 1/1/88: Family optical coverage will be added with employees paying twenty percent (20%) of the difference between single and family coverage rates.

Section 6. Short Term Disability Plan. The County 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 7. Long Term Disability Plan. The County 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 County's long term disability insurance policy.

Section 8. Insurance Carriers. The County 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 9. Benefits in Accordance with Policies. All 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 10. Continuation/Termination of Insurance Coverage. (a) The County'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 of an approved but unpaid medical leave 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/she 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) If an employee wishes to continue coverage for any period with respect to which the County'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 on layoff may make arrangements with the County Administrator for continuation of the employee's insurance coverage (at his own expense) if:

(i) the employee requests such continuation in writing to the County Administrator 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 County Administrator thirty (30) or more days in advance of the payment's due date; and

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

## ARTICLE 15

### HEALTH PROGRAM

Section 1. New Employees. A medical examination may be required by the County of employees or prospective employees for certain bargaining unit classifications. Such medical examinations shall be performed subsequent to an offer of employment and the offer shall be contingent upon the results of the examination.

(b) The County may also designate the physician or physicians to conduct such medical examination, or (in the County's discretion) may allow the employee or prospective employee to obtain medical examination by a qualified physician or physicians of the employee's choosing.

(c) The County shall pay the full cost of the medical examinations required by it pursuant to this Section.

Section 2. Resumption of Service. (a) Any employee or former employee who has been off the County's active payroll or on a leave of absence for a period of six (6) months or more, or for a period shorter than six (6) months if the Employer believes such medical examination may be necessary, may be required by the County, before or upon resumption of service, to undergo such medical examination as the County may determine.

(b) The County may also designate the physician or physicians to conduct such medical examination, or (in the County's discretion) may allow the employee or prospective employee to obtain medical examination by a qualified physician or physicians of the employee's choosing.

(c) The County shall pay the full cost of the medical examinations required by it pursuant to this Section.

## ARTICLE 16

### VACATIONS

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

(a) Full-time employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work during the employee's preceding vacation year (anniversary date to anniversary date). 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 2080 paid hours per vacation year:

Effective 1/1/86: Change Section 1. (a) Full-time employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work. 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 2080 paid hours per vacation year:

Year of Service

Rate of Earning

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 per paid hour of work	.06154 hours of paid vacation (3 weeks + 1 days for full-time).
During twelfth (12th) year per paid hour of work	.06538 hours of paid vacation (3 weeks + 2 days for full-time).
During thirteenth (13th) year per paid hour of work	.06923 hours of paid vacation (3 weeks + 3 days for full-time).
During fourteenth (14th) year per paid hour of work	.07308 hours of paid vacation (3 weeks + 4 days for full-time).
During fifteenth (15th) year and subsequent years	.07692 hours of paid vacation per paid hour of work (4 weeks for full-time).

(Vacations to be rounded to nearest whole hour.)

(b) Regular part-time employees shall be credited with paid vacation time, effective January 1st of each calendar year, equal to their hours worked during the prior calendar year times .03846 (rounded to the nearest whole hour), to be used within the calendar year credited.

(c) Probationary employees shall not be entitled to use of vacation time.

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. No Accumulation or Prepayment. (a) Up to but not exceeding five (5) days of paid vacation may be carried over from one vacation year to the next; provided, however, that employees shall not be allowed to carry over any paid vacation which would cause the employee's total available paid vacation in any vacation year to exceed twenty (20) paid vacation days. Employees who are eligible to carry over paid vacation in accordance with this Section, and who desire to do so, shall so notify their Department Head, in writing, before expiration of the vacation year in which the paid vacation should be taken but for the carry over.

Effective 1/1/86: Change Section 3. (a) to \* Maximum Accumulation/No Prepayment. Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours. In the event an employee has accumulated two hundred (200) 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.

\* Transition period to be two (2) years.

(b) Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided).

Section 4. Vacation Pay. Employees will be paid vacation pay based on their classification at the time of the vacation period.

Section 5. Vacation Scheduling. So far as possible, considering the needs of the Department, vacation schedules submitted by March 15 as above provided, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual vacations scheduled in accordance with Departmental needs. In case of conflict in the choice of vacation times, the employee with the longer service will have the first choice of vacation times.

Section 6. Termination. (a) Upon termination of employment, a regular full-time employee shall be granted the pro rata vacation leave for which he is eligible for the year in which termination occurs. Any employee who leaves County employment prior to one (1) continuous year of service shall not be entitled to accrued vacation time.

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

## ARTICLE 17

### RETIREMENT PLAN

The County will pay all costs of the Ottawa County C-1 Retirement System, with the Section F-55 waiver, including the employee's portion.

## ARTICLE 18

### SICK PAY AND WORKER'S COMPENSATION

Section 1. Sick Pay. (a) Credit Paid sick leave shall be credited, and may be accumulated, as follows:

(i) Regular full-time employees shall be credited six (6) paid sick leave days at the beginning of each calendar year. New regular full-time employees shall be credited with a prorated amount.

(ii) Regular part-time employees shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

(b) Carryover: At the beginning of each calendar year, up to four (4) days of sick leave from an employees prior year's sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed ten (10).

(c) Medical Verification: The following medical verification provisions shall apply:

(i) The County may, in its discretion, require an employee to submit competent medical verification of any use of paid sick leave if:

1. The paid sick leave absence equals or exceeds two (2) consecutive scheduled working days; and/or

2. The paid sick leave absence equals or exceeds a total of six (6) scheduled working days (whether or not consecutive) per calendar year; and/or

3. The employee demonstrates a paid sick leave pattern -- e.g.: using Fridays or Mondays on a recurring basis.

(ii) Medical verification of illness in connection with an employee's paid sick leave use shall be in the form of a doctor's certificate if the employee was seen by a physician or, if the employee was not seen by a physician, such verification shall be in the form of a signed statement by the employee specifying the nature and duration of the illness.

(iii) Failure to provide medical verification for paid sick leave use, and/or false use of paid sick leave, shall be grounds for discipline up to and including discharge.

(iv) In addition, in the event of the absence of an employee for illness, injury or disability, the County may require the employee to submit to an independent medical examination by a physician designated and paid by the County.

(d) Request Form: Each employee shall, if requested, be responsible for giving a signed absentee record to his Department Head immediately following his return to work.

(e) Illness: Paid sick leave may be utilized by an employee in the event of his or her disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury or disability is job related and compensable by Worker's Compensation, then and in such event, the use of paid sick leave shall be subject to the provisions of Section 2, below, pertaining to Worker's Compensation.

(f) Funerals: An employee may use one-half (½) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend in the local area, or one (1) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend if travel is required outside the local area. The employee shall elect, at the time of the absence, whether to have such absence charged against his available sick leave or vacation.

(g) Medical/Dental Appointments: Under extenuating circumstances, accumulated paid sick leave may be used for medical or dental appointments where: (1) it is an emergency situation which requires immediate medical or dental attention, or (2) the condition cannot be attended to outside the normal working hours. As much advance notice as possible of the need for such use of sick leave must be given.

(h) Family Illness: Accumulated paid sick leave may be used for an emergency medical situation in an employee's immediate family which requires immediate medical attention. An employee shall be limited to no more than one (1) day of paid sick leave per emergency medical situation in the employee's immediate family, with no more than a total of five (5) days of paid sick leave to be taken per calendar year for emergency medical situations in the employee's immediate family. For purposes of this subsection, "immediate family" shall be defined as spouse, child, parent, father-in-law, or mother-in-law.

(i) Vacation Leave for Sick Leave: An employee may use accumulated paid vacation leave as paid sick leave after exhaustion of his accumulated paid sick leave.

(j) Sick Bank Elimination: Eligible employees who were employed and had a sick leave balance on December 31, 1986, after exercising a one-time only option of carrying up to four (4) days forward into 1987, shall be credited January 1, 1987, with an account equal to the remaining sick leave balance as of December 31, 1986, times the employee's December 31, 1986 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".

(k) 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.

Section 2. Worker's Compensation. (a) The County 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 County may, at the option of the employee, receive from the County a supplemental payment from 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 accumulation and vacation accrual are exhausted or Worker's Compensation is terminated, whichever occurs first.

## ARTICLE 19

### LEAVES OF ABSENCE

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

Section 2. Medical Leave. The following provisions shall apply to and govern all medical leaves of absence:

(a) Medical Leave Defined: A medical leave shall be either requested or unrequested, defined as follows:

(i) Requested: A leave of absence which, at the time it is applied for and granted, is to be used in connection with a known or projected period of temporary disability (i.e. medical or physical inability to perform the employee's job) on the part of the employee. For example, a medical leave may be sought by an employee who is or will be temporarily unable to perform his job by reason of a disabling illness and/or injury, surgery, pregnancy and/or childbirth.

(ii) Unrequested: In addition, an employee who has been on a paid sick leave, pursuant to the "Sick Pay" provision of this Agreement for a period of ten (10) or more consecutive working days shall, whether or not he makes application for a medical leave, be deemed to be on a medical leave of absence in accordance with this Article.

(b) Provisions Applying to Medical Leaves. Medical leaves of absence shall be subject to the following:

(i) Application for a medical leave shall be made on forms provided by the County, 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.

(ii) No medical leave of absence, whether requested or unrequested, shall be for any period longer than one hundred eighty (180) calendar days.

1. In the case of a requested medical leave, the leave shall become effective on the date specified in the approval and shall continue until the expiration date specified in the approval (not to exceed 180 calendar days following commencement of the leave).

2. In the case of an unrequested medical leave of absence (i.e. in the case of an employee who has been on a paid sick leave for a period of ten (10) or more consecutive working days), the leave shall become effective on the first (1st) day of the paid sick leave of ten (10) or more consecutive working days. An employee on an unrequested medical leave shall, within thirty (30) calendar days following commencement of the leave, notify the County in writing of the length of medical leave desired (not to exceed 180 calendar days following commencement of the leave). Upon timely receipt of such notification, the medical leave shall expire on the date approved (not exceeding 180 calendar days following commencement of the leave).

(iii) An application for medical leave and/or an unrequested medical leave (in the case of an employee who has been on a paid sick leave for a period of ten (10) or more consecutive working days) shall be granted and approved, subject to and in accordance with the provisions of this Agreement, if it is supported by competent medical certification of need.

(iv) When a medical leave is granted, whether requested or unrequested, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by both the employee's Department Head and by the Human Resources' Department. If the medical leave (including any extension or renewal thereof) exceeds in the aggregate, one hundred eighty (180) calendar days, any extension or renewal shall also be subject to approval by the County Administrator.

(v) A medical leave may be renewed, subject to and in accordance with this Agreement, for an additional period or periods not exceeding one hundred eighty (180) calendar days each.

(vi) When a medical leave of absence is granted, the employee may be entitled to participate in the County's disability plan for the actual days of disability occurring during the medical leave, as such actual disability days are verified by a doctor's certificate. The employee's participation and the benefits received shall be according to the terms of the plan.

(vii) In the County's sole discretion, a medical leave may be granted for a brief period of time immediately adjoining (i.e. either immediately before or immediately after) a period of temporary disability; provided, however, that if and to the extent a medical leave is granted for a period longer than the employee's actual period of disability, any and all medical leave days not documented as actual disability days shall be without payment from the disability plan. If the employee becomes ill, injured or disabled during any unpaid portion of a medical leave, the employee shall not be entitled to disability payments for such illness, injury or disability until requalifying unless the same arises out of and relates to the temporary disability for which the medical leave was granted.

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

(ix) If a medical leave is granted for a period up to but not exceeding one hundred eighty (180) calendar days, the County will hold the employee's position open. If, however, a medical leave (including any extension or renewal thereof) exceeds, in the aggregate, one hundred eighty (180) calendar days, then and in such event, upon expiration of the leave the County will attempt to place the employee within his department in the same type of position he held before the leave began, if such work is available. If such work is not available, the employee will be offered the opportunity to fill the first vacancy occurring within his department in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a medical leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of

a medical leave (including any extension or renewal thereof) in excess of one hundred eighty (180) calendar days, an employee refuses a position within his department for which he is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(x) An employee on a medical leave may request that the leave be terminated and that he be returned to work prior to the expiration date of the leave; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(xi) In the event of a conflict between the medical leave of absence provisions of this Article and the "Loss of Seniority" provisions of the Seniority Article, the loss of seniority provisions shall control. (For example, no leave shall be approved for any period which, in the aggregate, exceeds that contemplated by the "Loss of Seniority" provisions of this Agreement.)

(xii) An employee on a medical leave shall keep the County apprised of any relevant changes in his or her condition and/or circumstances; and the County 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 or revocation of the leave.

(c) Humanitarian Clause: (i) If an employee covered by this Agreement is disabled to the extent that he/she cannot fully perform his/her regular job assignments; and (ii) if the employee notifies the County Administrator in writing that he would like to be considered for another available position; and (iii) if the employee provides the County Administrator with competent medical verification of ability to perform another job; then and in such event the County will attempt to place the employee in another position within the bargaining unit for which the employee is fully able and qualified to perform all of the job requirements; provided, however, that this Section shall not be construed to require the County to create jobs or vacancies which do not otherwise exist; and, provided further, the provisions of this Section shall be implemented only to the extent they do not conflict with other requirements of this Agreement (except that an employee may be placed in a job vacancy or new position pursuant to this Section without regard to the job posting provisions of this Agreement).

Section 3. Personal Leave. The following provisions shall apply to and govern all personal leaves of absence:

(a) A personal leave is defined as an unpaid leave of absence which, at the time it is applied for and granted, is to be used for personal reasons other than known or projected disability, seeking or engaging in different employment and other than reasons specifically defined in Section 4 of this Article.

(b) Provisions Applying to Personal Leaves: Personal leaves of absence shall be subject to the following:

(i) If an employee on an unpaid personal leave becomes ill, injured or disabled during any part of the personal leave, the employee shall not be entitled to use his accumulated paid sick leave for any such illness, injury or disability occurring during the unpaid personal leave.

(ii) Application for a personal leave shall be made on forms provided by the County, 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.

(iii) Applications for personal leave shall be made to the employee's Department Head, and shall be subject to approval or disapproval in the sole discretion of the County.

(iv) If a personal 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 the leave, and shall be signed by both the employee's Department Head and by the Human Resources Department. If the personal leave (including any extension or renewal thereof) exceeds, in the aggregate, ninety (90) calendar days, any such extension or renewal shall also be subject to approval by the County Administrator.

(v) 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.

(vi) No personal leave shall be granted for any period longer than ninety (90) calendar days; provided, however, that a personal leave may, in the sole discretion of the County, be renewed for an additional period or periods not exceeding ninety (90) calendar days each.

(vii) An employee shall not be eligible for a personal leave during his probationary period.

(viii) If a personal leave is granted for a period up to but not exceeding ninety (90) calendar days, the County will hold the employee's position open. If, however, any personal leave (including any extension or renewal thereof) exceeds, in the aggregate, ninety (90) calendar days, then and in such event, upon expiration of the leave the County will attempt to place the employee within his department in the same type of position he held before the leave began, if such work is available. If such work is not available, the vacancy occurring within his department in his former or a lower paid classification, provided he has the experience, training and qualifications to perform the job. An employee returning from a personal leave may be placed in a vacant position without regard to the posting or other job vacancy provisions of this Agreement. If, upon termination of a personal leave (including any extension or renewal thereof) in excess of

ninety (90) calendar days, an employee refuses a position within his department for which he is qualified, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(ix) 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; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(x) In the event of a conflict between the personal leave of absence provisions of this Article and the "Loss of Seniority" provisions of the Seniority Article, the loss of seniority provisions shall control. (For example, no leave shall be granted for a period which, in the aggregate, exceeds that contemplated in the "Loss of Seniority" provisions of this Agreement).

(xi) An employee on a personal leave shall keep the County apprised of any relevant changes in his or her condition and/or circumstances; and the County 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 or revocation of the leave.

Section 4. Leave for Newborn Child or Newly Placed Child and Leave for the Care of a Family Member. The following provisions shall apply to leaves for a Newborn or Newly Placed Child and leaves for Care of a Family Member.

(a) Leave for Newborn or Newly Placed Child Defined: 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.

(b) Leave for the Care of a Family Member Defined: 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.

(c) Eligibility for Leaves of Absence for a Newborn or Newly Placed Child and For The Care of a Family Member. In order to qualify for a leave for a Newborn or Newly Placed Child or leave For The Care of a Family Member the employee must meet all of the following conditions:

1. The employee must have worked for the County 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.

2. Employees who have been employed by the County 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.

(d) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 4. (a) and (b) above.

(e) Applications for leaves for a newborn or newly placed child or for the care of a family member shall be made on forms provided by the County, 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 County for review.

(f) If a leave for a newborn or newly placed child or for the care of a family 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 the leave, and shall be signed by both the employee's Department Head and by the County Administrator.

(g) The granting or denial of any leave for a newborn or newly placed child or for the care of a family member in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(h) Upon expiration of an approved leave for a newborn or newly placed child or for the care of a family member the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of a leave for a newborn or newly placed child or for the care of a family member an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(i) An employee on a leave for a newborn or newly placed child or for the care of a family member may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(j) An employee on a leave for a newborn or newly placed child or for the care of a family member shall keep the County apprised of any relevant changes in his or her conditions and/or circumstances, and the County 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 or revocation of the leave.

(k) When an employee plans to take leave for a newborn or newly placed child or for the care of a family member, the employee must give the County 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 denied until at least thirty (30) days from the date the County receives notice.

(l) Intermittent Leave or a Reduced Work Schedule. Employees may take leave for a newborn or newly placed child or for the care of a family member in twelve (12) consecutive weeks, 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 over a twelve (12) month period in the aggregate. The County 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. For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour 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.

(m) Leaves of absence including medical leaves, and leaves covered under the Family and Medical Leave Act shall not exceed when combined, twelve (12) weeks in a twelve (12) month period without specific approval from the County Administrator.

Section 5. Military Leave. Application for military service leave of absence shall be made to the Human Resources Department in writing as soon as the employee is notified for acceptance in military service, and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military leave shall retain any unused sick leave or vacation time accrued, and rights under such provisions and/or re-employment rights shall be governed by applicable federal and state laws and regulations.

Section 6. Bereavement Leave. (a) Full-time employees who have completed their probationary period may be granted up to a total of three (3) work days as 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 an employee's spouse, child, parent, brother or sister, brother-in-law or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, grandchild, son-in-law, daughter-in-law, or step-children.

(b) Paid bereavement leave shall not be granted during an employee's paid vacation, on a paid holiday, or during any leave of absence (whether medical or personal).

## ARTICLE 20

### VACANCIES AND PROMOTIONS

Section 1. Vacancies and New Positions. (a) When a job vacancy occurs or a new position is created within the bargaining unit, the position will be posted by the County on the bulletin board in the main County Building and in each other County facility where bargaining unit employees are regularly assigned to work. Said job posting shall be for a minimum of five (5) working days.

(b) Employees who are interested in the posted position, and who have the minimum qualifications and ability, may make written application for the position to the County's Administrator within the posting period.

(c) Placement or advancement within the bargaining unit shall be based upon such factors as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled. If two (2) or more applicants are equally qualified, in the opinion of the County, the position shall be offered to the applicant having the greater unit seniority. The final decision shall rest with the County, after consultation with the Department Head; provided, however, that first consideration shall be given to County employees before hiring from outside.

(d) The County may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.

(e) 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 2. Trial Period and Re-bidding. (a) An employee who is transferred to or successfully bids upon a job vacancy or new position shall be subject to a sixty (60) day trial period, under the direction of the Department Head or other supervisor, to determine his or her ability to successfully and satisfactorily perform the job. If, at any time during the trial period, the County determines that the employee is not successfully or satisfactorily performing the job, the County shall send the employee back to his/her former classification, department and rate of pay, without loss of seniority. In such event, the Department Head will advise the employee, in writing, of the reason(s) for doing so.

(b) An employee who bids on and receives a job change as provided herein, shall not be eligible to bid on another job posting for a period of six (6) months following the job change, unless such re-bidding is approved by the County.

Section 3. Transfers. (a) If the County determines to transfer or reassign employees from one Department to another, the County will advise the Union, at least fifteen (15) calendar days before making such transfers or reassignments, of the Department(s) and classification(s) to be affected and of the number of employees to be involved. Thereafter, the transfers or reassignments shall be made as follows:

(i) Employees in the affected classifications(s) and Department(s) will be offered the transfers or reassignments in the order of their classification seniority (i.e. most senior first).

(ii) If a sufficient number of employees do not accept the offered transfers or reassignments, then the County may transfer or reassign the necessary number of employees in the affected classification(s) and Department(s) in the inverse order of their classification seniority (i.e. least senior first).

(b) This Section shall not be construed to apply to or limit transfers or reassignments between divisions of a Department.

Section 4. Temporary Work in Higher Classification. Employees who are officially assigned to temporarily fill a vacancy created by another employee being on a personal or medical leave of absence greater than fourteen (14) days, in a higher paying classification shall be paid at the lowest step of the higher paying classification which affords the employee a pay raise for the duration of the leave of absence. Such assignments shall not exceed six (6) months, except upon mutual agreement to extend between the County and employee. Following such temporary assignment, the employee shall be returned to his or her former classification, department and rate of pay (with credit for the time spent in the higher classification).

## ARTICLE 21

### TRAINING PROGRAMS AND PROFESSIONAL MEETINGS

Section 1. Seminars and Meetings. Employees who desire to attend a seminar, conference or professional meeting which is related to their position and likely to improve their performance may submit a written request to attend the same to the Department Head. If the Department Head determines that attendance at such seminar, conference or professional meeting is in the best interests of the County and of the Department, the Department Head may, in his or her discretion, approve such request. If approved, the County shall grant the employee necessary normal scheduled working time off, without loss of pay, and shall pay the registration fee for attending such seminars, conferences or professional meetings so approved, and may also, in the discretion of the Department Head, provide for reimbursement of the employee's necessary out-of-pocket expenses incurred in connection with such attendance; provided, however, that if out-of-pocket expenses are not to be reimbursed, the employee shall be so advised in advance.

Section 2. Additional Coursework. 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 County Administrator for reimbursement of the cost of necessary tuition for the course or courses upon satisfactory completion thereof. The County Administrator shall have full discretion to grant or deny any such requests. If reimbursement is allowed, the employee shall remain in County employment for at least one (1) year after completion of the course. If the employee leaves County employment before such time, the employee shall repay to the County a proportionate share of the reimbursed expenses.

Section 3. Advancement Following Training. An employee who takes and completes additional training and/or coursework, whether with or without County approval, shall not be entitled to automatic advancement on the salary schedule, either to a higher classification or step, by reason of such additional training.

Section 4. Right to Review. In the event an employee has requested to attend job-related seminars, conference or professional meetings and has been on more than one occasion denied by the department head the right to attend such seminars, conferences or professional meetings without being satisfied with the department head's reasons for such denials, the employee may request (through the County Administrator) a review of such requests by the Personnel and Contract Committee. A review, if at all, shall be at the sole discretion of the Personnel and Contract Committee.

## ARTICLE 22

### USE OF FACILITIES

Section 1. The Union may, with the prior consent of the Building Superintendent, use public meeting rooms in County buildings, when such rooms are available outside normal business hours, for Union meetings; provided, however, that any cost (exclusive of utilities) to the County in connection with such use shall be paid for and reimbursed by the Union.

Section 2. The Union shall have the right to use bulletin boards designated by the County to announce local, regional, national or state meetings and to otherwise inform its members of matters of occupational interest, or of other Union business of a non-derogatory nature. Notices shall contain the date of posting, the date of removal, and shall be signed by a Union official on behalf of the Union. The Union shall be responsible for policing its own notices and keeping the posting current. Notices in violation of this Section may be removed by the County.

## ARTICLE 23

### JURY DUTY AND COURT TIME

Section 1. Jury Duty. (a) An employee who is called for jury duty shall notify the Department Head immediately upon receiving notice of such call.

(b) If an employee serves on jury duty during days normally scheduled for work, the County will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his normal pay, upon presentation of a written statement of jury earnings from the proper Court official.

(c) An employee who is required to report for jury duty shall, upon completion of such duty or release from such duty, report for and work his or her remaining scheduled hours (if two (2) or more such hours remain).

Section 2. Court Time. (a) If an employee is called as a witness in a judicial proceeding for reasons connected with his or her County employment, such employee shall:

(i) Receive leave with pay for such attendance if and to the extent it occurs during the employee's regularly scheduled working hours.

(ii) Receive pay in accordance with the "Overtime" provisions of Article 9 of this Agreement, for such court time if and to the extent it occurs during hours when the employee is not scheduled to work.

(b) It is the intent of this Section 2 that an employee not receive more in the form of pay and witness fees than he would have received for working in the absence of such court time. Accordingly, to be eligible for court time pay pursuant to this Section 2, an employee shall submit to the County his or her witness fees.

## ARTICLE 24

### LAYOFF AND RECALL

Section 1. Layoff. Layoff shall mean the separation of an employee from the active work force due to a reduction in the work force by the County for any reason determined by the County. When the size of the work force is to be reduced through a layoff of employees by the County, the following procedure will be utilized:

(a) The County shall determine the departments and classifications to be affected, including the number of positions in each department and classification to be eliminated or reduced.

(b) Upon determination of the departments and classifications to be affected, and the number of positions within each such classification and department to be eliminated or reduced, the County shall implement such layoffs as follows:

(i) Temporary and probationary employees in the department and classification affected shall be laid off first, provided that the remaining employees in the classification and department have the necessary training, experience and qualifications, as determined by the County, to perform the required work.

(ii) Additional layoffs within the department and classification affected shall be administered in the inverse order of the employees' classification seniority (i.e. employees with the least classification seniority in the department and classification affected shall be laid off first), provided that all remaining employees in the classification and department have the necessary training, experience and qualifications, as determined by the County, to perform the required work.

Section 2. Bumping Upon Layoff: Bumping of one employee by another employee, in connection with layoffs pursuant to this Article, shall only be permitted subject to and in accordance with the following terms and conditions:

(a) There shall be no bumping between departments, regardless of classification and/or seniority.

(b) Bumping between classifications within a department shall be permitted, subject to the following terms and conditions:

(i) A laid off employee may only bump, if at all, into an equal or lower paid classification within the same department; and

(ii) An employee may only bump into a related classification, e.g. office/clerical to office/clerical, or professional to professional, etc.; and

(iii) An employee may bump into a related classification only if he has all the necessary training, experience and qualifications, as determined by the County, to perform the work of the new classification; and

(iv) An employee may not bump an employee having equal or greater departmental seniority, regardless of classification.

(c) Employees having and exercising bumping privileges pursuant to this Section shall continue to accrue seniority in their regular classification, and not in the classification into which they have bumped, unless such transfer becomes permanent. When and if the transfer becomes permanent, the employee shall be credited with classification seniority in the new classification retroactive to the date of bumping. (at such time the employee's accrued seniority in his former classification shall be reduced by the same amount).

(d) An employee who is eligible to exercise bumping privileges in accordance with the provisions of this Section may exercise such privileges, if at all, only if he does so in writing within 24 hours of being notified of a layoff.

Section 3. Recall. (a) Employees who are laid off from a classification and department, as provided in Section 1 above, shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification and department from which they were laid off, provided such employees still have the physical and mental capacity to perform the required work. Employees having exercised bumping privileges, as provided in Section 2 above, shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications, as determined by the County, to perform the required work.

(b) Notices of recall shall be sent by registered or certified mail to the recalled employee's last known address, according to the records of the County, and shall allow a minimum of seven (7) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that he no longer desires to be employed by the County, shall lose all further recall rights.

Section 4. Chief Steward Super-Seniority. The bargaining unit's designated Chief Steward shall head the classification seniority list within his/her classification within his/her department for the purposes of lay-off and recall for the term of his/her office only; provided, however, that this section shall not be construed to require the County (after its determination of affected classifications pursuant to Article 24, Section 1) to create a job or vacancy which would not otherwise exist nor to place the employee into another bargaining unit position within the employee's department which, in the sole discretion of the County, the employee is not fully and wholly qualified to perform. In the event the Chief Steward is laid off, the Union shall designate an unaffected bargaining unit employee as the new Chief Steward.

## ARTICLE 25

### TERMINATION OF EMPLOYMENT

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

## ARTICLE 26

### NO STRIKE - NO LOCKOUT

Section 1. It is recognized that the needs for proper service to the Public by County Employees are of paramount importance and that there will be no interference with such service during the term of this Agreement.

Section 2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and its bargaining unit members covered by this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with County services.

Section 3. The County shall have the right to discipline or discharge any employee participating in any such interference.

Section 4. The County will not lock out employees during the term of this Agreement in the absence of a strike or other interference with County services by employees of this bargaining unit.

## ARTICLE 27

### MISCELLANEOUS PROVISIONS

Section 1. Validity. The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan. If any Article, Section or provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision.

Section 2. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the 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 all of 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 County and the Union, for the life of this Agreement, each voluntarily waive the right, and each agrees that the other shall not be obligated, to further bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement. This Agreement, as set forth herein, states the entire Agreement between the parties.

Section 3. Amendments. This Agreement may only be supplemented or amended by mutual consent and agreement of the parties. Any such supplement or amendment shall be in writing, shall be signed by the parties' authorized representatives, and shall become and be a part of this Agreement without changing the terms or provisions of this Agreement except as clearly and specifically provided in any such written supplement or amendment.

Section 4. Special Conferences. In the interest of harmonious labor relations between the employees and the County, Special Conferences will be held upon mutual agreement as to the time, place and purpose of the meeting. Arrangements for such conferences shall be handled by the Union's representative and the County's Administrator. It is understood and agreed that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement. It is agreed where a County-wide, joint labor/management committee is created, a representative from the bargaining unit will be invited to participate.

Section 5. Union Rights. A job classification shall not, except by mutual agreement, be removed from the bargaining unit merely by changing its title.

Section 6. Sub-Contracting. (a) The Union recognizes the County's right to contract or sub-contract work to non-bargaining unit persons; provided, however, that such contracting or sub-contracting of work or services shall not result in the layoff of regular full-time employees.

(b) Contracted or sub-contracted work or services may, in the County's discretion, be either increased or decreased provided it does not cause regular full-time employees to be either laid off or suffer a reduction in employee benefits contained in this Agreement.

Section 7. (a) Mileage. Employees who are required by the County to use their personal vehicle in the conduct of County business, shall be reimbursed in accordance with the County's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the County may require.

(b) Mileage Reimbursement Rate. The prevailing mileage reimbursement rate of the County shall be \$0.29 per mile.

Section 8. The County shall reimburse each sanitarian up to \$75 per year toward sanitarian clothing after receipt of proof of purchase from the sanitarian.

ARTICLE 28

LONGEVITY

All bargaining unit employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

<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 (30) years total	\$ 50 additional to a maximum of \$1,750

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 who retire prior to October 1 shall receive a pro-rata longevity payment.

ARTICLE 29

DEFERRED COMPENSATION

The Employer will provide a twenty percent (20%) match on employee contributions into one of the County's deferred compensation plans up to a five hundred dollar (\$500) maximum annual Employer contribution.

ARTICLE 30

DURATION OF AGREEMENT

This Agreement shall take effect immediately and shall continue in full force and effect from said date until midnight on the 31st day of December, 1996, and shall be automatically renewed from year to year thereafter unless either party hereto gives the other party at least sixty (60) days written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

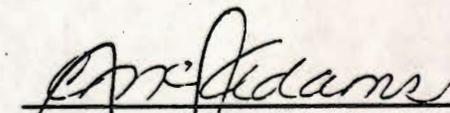
IN WITNESS WHEREOF, the parties hereto have, through their authorized representatives, executed this Agreement.

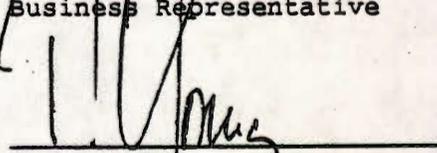
FOR THE COUNTY

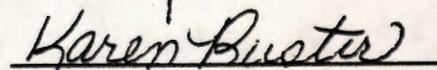
  
David Vander Kooi, Chairman

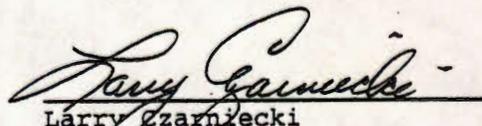
  
Daniel C. Krueger, Clerk

FOR THE UNION

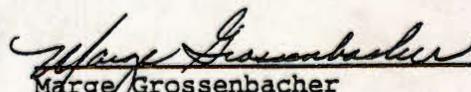
  
Cheryl McAdams  
Business Representative

  
Troy Young

  
Karen Ruster

  
Larry Czarniecki

  
Rob Marshall

  
Marge Grossenbacher

APPENDIX A

SALARY SCHEDULE

- 1/1/94: The annualized Salary Schedule for 1994 shall provide a five percent (5%) increase (effective January 1, 1994).  
 1/1/95: \*Increase by Headlee Roll Back percent.  
 1/1/96: Same as 1995.

\*If lost revenues not replaced, no wage increase - re-open wages, discuss lay-offs.

STEPS

POSITION	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
<b>Account Clerk</b>						
1/1/94 Annual	19159	19566	20023	20840	21800	21296
Hourly	9.2115	9.4070	9.6265	10.0196	10.4810	10.6716
<b>Account Clerk Prin. I</b>						
1/1/94 Annual	19566	20023	20429	21342	22295	22704
Hourly	9.4070	9.6265	9.8220	10.2610	10.7190	10.9156
<b>Account Clerk Prin. II</b>						
1/1/94 Annual	20429	20840	21342	22295	23303	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2034	11.4054
<b>Account Clerk Prin. III</b>						
1/1/94 Annual	21342	21795	22295	23303	24304	24752
Hourly	10.2611	10.4788	10.7191	11.2034	11.6850	11.9001
<b>Account Technician</b>						
1/1/94 Annual	21343	21795	22295	23303	24304	24752
Hourly	10.2611	10.4788	10.7191	11.2034	11.6850	11.9001
<b>Administrative Aide</b>						
1/1/94 Annual	26924	27483	28074	29376	30738	31305
Hourly	12.9445	13.2132	13.4972	14.1233	14.7781	15.0505
<b>Administrative Secretary</b>						
1/1/94 Annual	20429	20840	21342	22295	23303	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2034	11.4054
<b>Appraiser-Trainee</b>						
1/1/94 Annual	17063	18722				
Hourly	8.2038	9.0014				
<b>Appraiser Level I</b>						
1/1/94 Annual	20146	20464	20827	21504	22279	22690
Hourly	9.6856	9.8385	10.0130	10.3385	10.7111	10.9091

<u>POSITION</u>	<u>STEPS</u>					
	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
<b>Appraiser Level II</b>						
1/1/94 Annual	22517	22832	23196	23875	24648	26252
Hourly	10.8255	10.9774	11.1524	11.4784	11.8500	12.6216
<b>Appraiser Level III</b>						
1/1/94 Annual	28260	28908	29625	31111	32581	33194
Hourly	13.5866	13.8984	14.2430	14.9576	15.6642	15.9591
<b>Appraiser-Property</b>						
1/1/94 Annual	30315	31041	31812	33413	35006	35671
Hourly	14.5749	14.9238	15.2946	16.0643	16.8300	17.1498
<b>Clerk-Senior</b>						
1/1/94 Annual	19159	19566	20023	20840	21800	22196
Hourly	9.2115	9.4070	9.6265	10.0196	10.4810	10.6716
<b>Clerk Typist I</b>						
1/1/94 Annual	16197	16560	16881	17609	18386	18713
Hourly	7.7871	7.9617	8.1163	8.4663	8.8397	8.9971
<b>Clerk Typist II</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
<b>Client Assessment Worker</b>						
1/1/94 Annual	20429	20840	21343	22296	23303	23723
Hourly	9.8221	10.0197	10.2611	10.7191	11.2034	11.4055
<b>Custodian I</b>						
1/1/94 Annual	19566	20023	20429	21342	22295	22704
Hourly	9.4070	9.6265	9.8220	10.2610	10.7190	10.9156
<b>Custodian II</b>						
1/1/94 Annual	20429	20840	21342	22295	23303	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2034	11.4054
<b>Customer Service Person</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
<b>Data Processing Clerk</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
<b>Data Entry Clerk</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483

<u>POSITION</u>	<u>STEPS</u>					
	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
<b>Dental Assistant</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
<b>Dental Hygienist</b>						
1/1/94 Annual	22632	23157	23694	24795	25949	26439
Hourly	10.8808	11.1332	11.3914	11.9207	12.4755	12.7111
<b>Deputy Circuit Court Clerk</b>						
1/1/94 Annual	21708	22208	22830	23851	25033	25493
Hourly	10.4368	10.6771	10.9763	11.4671	12.0355	12.2567
<b>Head Cashier</b>						
1/1/94 Annual	21956	22410	22909	23916	24919	25366
Hourly	10.5560	10.7741	11.0144	11.4985	11.9805	12.1952
<b>Health Education Coordinator</b>						
1/1/94 Annual	30840	31605	32370	34012	35764	36637
Hourly	14.8271	15.1951	15.5626	16.3522	17.1943	17.6143
<b>Health Educator</b>						
1/1/94 Annual	29947	30619	31620	33209	34806	35468
Hourly	14.3980	14.7207	15.2023	15.9660	16.7339	17.0521
<b>Health Technician</b>						
1/1/94 Annual	20023	20475	20925	21876	22874	23291
Hourly	9.6265	9.8438	10.0605	10.5176	10.9974	11.1979
<b>Housekeeper-30 hrs.</b>						
1/1/94 Annual	9644	9840	10077	10509	10989	11177
Hourly	6.1823	6.3080	6.4602	6.7366	7.0444	7.1652
<b>Job Developer</b>						
1/1/94 Annual	24603	25343	25960	26576	27811	29048
Hourly	11.8285	12.1846	12.4811	12.7774	13.3710	13.9657
<b>Lead Employment &amp; Training Counselor</b>						
1/1/94 Annual	23708	24200	24720	25867	27066	27564
Hourly	11.3981	11.6346	11.8846	12.4361	13.0125	13.2524
<b>LPN</b>						
1/1/94 Annual	20429	20840	21342	22295	23303	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2034	11.4054
<b>Maintenance Person</b>						
1/1/94 Annual	21342	21795	22295	23303	24304	24751
Hourly	10.2609	10.4788	10.7191	11.2034	11.6850	11.8999

STEPS

<u>POSITION</u>	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
Medicare Screening Technician						
1/1/94 Annual	20429	20840	21342	22295	23302	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2033	11.4054
Mental Health Clerk I						
1/1/94 Annual	17975	18386	18749	19566	20429	20804
Hourly	8.6422	8.8397	9.0140	9.4070	9.8220	10.0022
Mental Health Clerk II						
1/1/94 Annual	20429	20840	21342	22295	23303	23723
Hourly	9.8220	10.0196	10.2610	10.7190	11.2034	11.4054
Mental Health Clinician I						
1/1/94 Annual	27232	27942	28653	30075	31606	32370
Hourly	13.0925	13.4338	13.7756	14.4592	15.1952	15.5626
Mental Health Clinician II						
1/1/94 Annual	30840	31605	32370	34012	35763	36637
Hourly	14.8271	15.1951	15.5626	16.3520	17.1940	17.6143
Mental Health Counselor I						
1/1/94 Annual	22363	22912	23456	24660	25916	26573
Hourly	10.7515	11.0156	11.2771	11.8559	12.4597	12.7759
Mental Health Counselor II						
1/1/94 Annual	24660	25263	25918	27232	28653	29362
Hourly	11.8559	12.1458	12.4608	13.0925	13.7756	14.1168
Microfilm Operator						
1/1/94 Annual	16625	17061	17419	18373	19301	19795
Hourly	7.9929	8.2025	8.3746	8.8332	9.2797	9.5172
Office Manager/Health						
1/1/94 Annual	17630	17989	18351	19191	20039	20407
Hourly	8.4764	8.6486	8.8226	9.2269	9.6346	9.8111
Payroll Person						
1/1/94 Annual	21342	21795	22295	23303	24304	24752
Hourly	10.2610	10.4788	10.7190	11.2034	11.6850	11.9000
Platting Coordinator						
1/1/94 Annual	21342	21795	22295	23303	24304	24752
Hourly	10.2611	10.4788	10.7191	11.2034	11.6850	11.9001
Property Desc. Clerk I						
1/1/94 Annual	16197	16560	16881	17609	18386	18713
Hourly	7.7871	7.9617	8.1163	8.4663	8.8397	8.9971

STEPS

<u>POSITION</u>	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
Property Desc. Clerk II						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
Property Desc. Clerk III						
1/1/94 Annual	19159	19566	20023	20840	21800	22196
Hourly	9.2115	9.4070	9.6265	10.0196	10.4810	10.6716
Property Desc. and Mapping Lead Worker						
1/1/94 Annual	25571	25931	26344	27114	27992	29815
Hourly	12.2942	12.4669	12.6656	13.0357	13.4579	14.3342
Public Health Nutritionist						
1/1/94 Annual	25844	26463	27347	28849	30367	30970
Hourly	12.4253	12.7227	13.1477	13.8701	14.5996	14.8898
Public Health Social Worker						
1/1/94 Annual	27232	27942	28653	30075	31606	32370
Hourly	13.0925	13.4338	13.7756	14.4592	15.1952	15.5626
Registered Nurse						
1/1/94 Annual	28998	29692	30719	32371	34017	34701
Hourly	13.9416	14.2752	14.7688	15.5632	16.3544	16.6836
Residential Worker I						
1/1/94 Annual	19203	19589	20060	20959	21902	22298
Hourly	9.2324	9.4179	9.6446	10.0769	10.5302	10.7202
Residential Worker II						
1/1/94 Annual	20253	20835	21420	22005	22588	23514
Hourly	9.7372	10.0169	10.2985	10.5797	10.8599	11.3051
Reproduction Operator						
1/1/94 Annual	15956	16335	16762	17618	18471	18948
Hourly	7.6712	7.8534	8.0587	8.4702	8.8803	9.1096
Sanitarian I						
1/1/94 Annual	24488	25011	25572	26777	27981	28506
Hourly	11.7731	12.0245	12.2942	12.8736	13.4524	13.7048
Sanitarian II						
1/1/94 Annual	29774	30410	31172	32503	34055	34697
Hourly	14.3145	14.6202	14.9867	15.6266	16.3730	16.6814
Sanitarian III						
1/1/94 Annual	31135	31777	32504	34051	35644	36324
Hourly	14.9691	15.2776	15.6270	16.3708	17.1368	17.4639

STEPS

<u>POSITION</u>	A (Start)	B (6 mos.)	C (1 yr.)	D (2 yrs.)	E (3 yrs.)	F (5 yrs.)
<b>CETA-Service Counselor Trainee</b>						
1/1/94 Annual	21343	21795	22295	23303	24304	24752
Hourly	10.2611	10.4788	10.7191	11.2034	11.6850	11.9001
<b>CETA-Service Worker</b>						
1/1/94 Annual	22496	23178	23794	24411	25643	26876
Hourly	10.8157	11.1434	11.4397	11.7363	12.3286	12.9216
<b>Service Counselor</b>						
1/1/94 Annual	24603	25343	25960	26576	27811	29048
Hourly	11.8285	12.1846	12.4811	12.7774	13.3710	13.9657
<b>Soil Erosion &amp; Sedimentation Control Coord.</b>						
1/1/94 Annual	21857	22194	22656	23120	23580	24040
Hourly	10.5082	10.6705	10.8927	11.1156	11.3367	11.5578
<b>Stenographer</b>						
1/1/94 Annual	18749	19159	19566	20429	21342	21732
Hourly	9.0140	9.2115	9.4070	9.8220	10.2610	10.4483
<b>Stenographer-Senior</b>						
1/1/94 Annual	20023	20429	20840	21795	22758	23175
Hourly	9.6265	9.8220	10.0196	10.4787	10.9418	11.1421
<b>Social Worker Coordinator</b>						
1/1/94 Annual	30840	31605	32370	34012	35764	36637
Hourly	14.8271	15.1951	15.5626	16.3522	17.1943	17.6143
<b>Switchboard Operator</b>						
1/1/94 Annual	16197	16560	16881	17609	18386	18713
Hourly	7.7871	7.9617	8.1163	8.4663	8.8397	8.9971
<b>Teacher's Assistant</b>						
1/1/94 Annual	15242	15622	16005	16804	17645	18527
Hourly	7.3279	7.5110	7.6948	8.0792	8.4832	8.9074

LETTER OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL 214 AND COUNTY OF OTTAWA

The Teamsters Local 214 and County of Ottawa mutually agree that notwithstanding their part-time status, so long as Rose Mitchell, Genevieve Zimmerman, Ida Belle Currie, Sally Mitchell, and Charlotte Boersma continue to be eligible for group hospital/medical insurance benefits provided under the collective bargaining agreement between the Teamsters Local 214 and County of Ottawa, such employees shall be "red-circled" and shall continue to have full costs of the hospital/medical insurance paid by the County.

LETTER OF UNDERSTANDING  
BETWEEN

TEAMSTERS LOCAL 214 AND THE COUNTY OF OTTAWA

Ottawa County Self Participation Wellness Program

Guidelines:

Employees who participate in self-disciplined health style programs on an individual basis shall submit a request to the Human Resources Department to substitute such programs for the required defined Wellness Programs as defined by the County.

Below is a partial list of programs which fit the basic requirements of the County. This list is not all inclusive of the types of programs which may be allowed and is designed to act as a guideline:

Cessation of smoking  
Weight loss by physicians approval or by a nationally recognized program (Weight Watchers, Diet Center, etc.)  
Lowering cholesterol level  
Physical exercise on a regular extended time period  
Discontinue use of alcoholic beverages (AA attendance)  
Attendance on a regular basis at health education classes offered by agencies such as hospitals, adult education centers, YMCA

The following may be submitted as evidence of attendance, completion, or continuous use of such programs:

doctors certificates, or statements  
statements from fellow workers (running/walking on lunch hour)  
personal statements from the employee  
certificates from any of the organizations named above  
follow-up results from the required physicals by county

After evaluating each request on an individual basis, the County Administrator shall make the final determination if the program shall be allowed.