

A G R E E M E N T

between

COUNTY OF KENT  
17TH JUDICIAL CIRCUIT  
PROBATE COURT FOR THE COUNTY OF KENT  
63RD DISTRICT COURT FOR THE COUNTY OF KENT

and

KENT COUNTY EMPLOYEES ASSOCIATION

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective: January 1, 1972 - January 1, 1975

*Hon. Stuart Hoffman  
Judge, 17th. Judicial Circuit  
Hall of Justice  
333 Monroe, N.W.  
Grand Rapids, Mich. 49502*

*Kent County*

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Appendix "A"

Letter of Understanding No. 1

Letter of Understanding No. 2

A G R E E M E N T

THIS AGREEMENT, made and entered into as of December 19,  
1972, effective January 1, 1972, at Kent County, Michigan, by  
and between the COUNTY OF KENT, the 17TH JUDICIAL CIRCUIT,  
the PROBATE COURT FOR THE COUNTY OF KENT, the 63RD DISTRICT  
COURT FOR THE COUNTY OF KENT, together hereinafter referred  
to as the "Employer", and the KENT COUNTY EMPLOYEES ASSOCIA-  
TION, an unincorporated employee association, hereinafter  
referred to as the "Association".

W I T N E S S E T H:

WHEREAS, the Employer and the Association recognize that  
the efficient administration of the County Government and  
the well being of the employees require that orderly and  
constructive relationships be maintained between the parties  
hereto; and

WHEREAS, subject to law, and the paramount requirements  
of public service, employer-employee relationships should  
be improved by providing employees an opportunity for greater

participation in the formulation and implementation of policies affecting the conditions of their employment; and

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the Employer and the Association.

NOW, THEREFORE, the parties agree as follows:

#### RECOGNITION

Section 1. Collective Bargaining Units. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative under the appropriate laws for the State of Michigan, for all employees of the Employer in the following described units for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

#### UNIT II

All employees employed by and under the direction of the Circuit Court for the County of Kent, but

excluding, Circuit Judges, Friend of the Court, Court Administrator, Confidential Secretaries and Supervisors.

### UNIT III

All employees employed by and under the direction of the 63rd District Court, but excluding District Judges, Chief Clerk, Court Administrator and Confidential Secretaries.

### UNIT IV

All employees employed by and under the direction of the Probate Court for the County of Kent, but excluding, Probate Judges, Registrar of Probate, Director and Assistant Director of Court Services, Superintendent and Assistant Superintendent of Detention, Probation Officers IV, Group Worker Counselors, Adoption Referee, Director of Kentfield, Confidential Secretaries and Supervisors.

Section 2. Definitions. The terms, "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full time employees, full time part-time employees and regular part-time employees who have completed



their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining units described in Section 1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

(a) Permanent Full Time Employee: A permanent full time employee is an employee who is working the official workweek on a regular schedule at a job classified by the Employer as permanent.

(b) Full Time Part-time Employee. A full time part-time employee is an employee who is working on a regular schedule in a position which is scheduled for less than the official workweek.

(c) Regular Part-time Employee. A regular part-time employee is an employee who is working on a regular schedule, but who is working less than the full time requirements required of the position.

(d) Irregular Employee. An irregular employee is an employee who is working on any other basis, including seasonal or temporary, or an individual working under contract and who

is not included within the above definitions of permanent full time employee, full time part-time employee or regular part-time employee.

(e) Supervisor. A supervisory employee is any person with the authority to hire, transfer, lay off, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgment and skill.

(f) Employer. "Employer" shall mean separately and jointly the following governmental units: the County of Kent; the 17th Judicial Circuit; the Probate Court for the County of Kent and the 63rd District Court for the County of Kent. The definition of the Employer contained in this Agreement is for the sole purpose of defining rights and responsibilities under this Agreement and it shall not be binding upon the parties hereto for other purposes to the extent that an Employer may be otherwise defined under the laws of the State of Michigan.

Section 3. Excluded Employees. Set forth in Appendix "A" which is attached to and made a part of this Agreement is a schedule of positions and individual names excluded from the collective bargaining units described in Section 1 of this Agreement. The names set forth in Appendix "A" are the individuals occupying the excluded positions as of January 1, 1973.

ASSOCIATION SECURITY AND CHECKOFF

Section 4. Modified Security.

(a) All employees who are subject to this Agreement and who are members of the Association shall, as a condition of continued employment, either (1) remain members in good standing for the duration of this Agreement, or (2) pay to the Association a sum equivalent to membership dues and assessments uniformly levied upon all Association members.

(b) All new employees shall pay to the Association a "service fee" in an amount equal to membership dues of the Association commencing the month following the completion of one full month of employment by the employee. Upon completion of his probationary period, the new employee shall, as a

condition of continued employment, either (1) become and remain a member in good standing of the Association for the duration of this Agreement, or (2) pay to the Association a sum equivalent to membership dues and assessments uniformly levied upon all association members.

Section 5. Checkoff.

(a) During the life of this Agreement and to the extent permitted by the law of the applicable jurisdiction, the Employer agrees to deduct on a monthly basis, Association membership dues and assessments uniformly levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who voluntarily executes and files with the Employer a proper checkoff authorization form.

(b) The Association shall supply the employees with a checkoff authorization form approved by the Employer and shall transmit such checkoff authorization form to the payroll office of the Employer. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

(c) Other arrangements for deduction of Association membership dues may be made by mutual agreement of the parties.

(d) Association membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Association dues and assessments shall be remitted directly to the Association by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

(e) The Employer shall forward to the Treasurer of the Association, within ten (10) days following deduction, a sum equal to the total deductions for the Association membership dues.

(f) The Association shall notify the Employer, in writing of the proper amount of Association membership dues and any subsequent changes in such amounts.

(g) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

(h) The Employer shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages. The Association agrees to indemnify and hold the Employer harmless

for all claims against the Employer in connection with the checkoff of Association membership dues.

RIGHTS OF THE EMPLOYER

Section 6. Governmental Rights. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the governmental operations of the County and its Courts and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the Employer. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County and the Courts. It is also agreed that the Employer has the right to determine the method, means, personnel, employees or otherwise, by which the business of the County and the Courts shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ASSOCIATION REPRESENTATION

Section 7.

(a) Review Committee. The Employer agrees to recognize a Review Committee composed of five employees including the President of the Association, Chairman of the Grievance Committee, Chairman of the Bargaining Committee and two other members who have been permanent full time employees for at least one year. The Review Committee shall meet with Employer Representatives at the regularly scheduled monthly meetings and at the appropriate steps of the Grievance Procedure.

(b) Judicial Units Bargaining Committee. The Employer also agrees to recognize a bargaining committee composed of the President of the Association, Chairman of Unit I Bargaining Committee and five (5) other employees who have been permanent full time employees for at least one year. The bargaining committee's sole function shall be to meet with representatives of the Employer for the purpose of negotiating modifications to this Agreement.

(c) Stewards. The Employer agrees to recognize stewards as indicated. Each steward shall be a permanent employee and

shall have been employed for at least one (1) full year. A steward shall act in a representative capacity for the purpose of processing grievances for the employees in his group and shall have no authority to act in such capacity outside of his group. When it is necessary for a steward to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such steward shall notify his immediate supervisor. He shall return to his job as promptly as possible and upon returning, he shall immediately report to his immediate supervisor. If it is impossible for a steward to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. The Association agrees to furnish the Employer in writing, a list of its designated stewards and officers.

<u>GROUP OR UNIT</u>	<u>NUMBER OF STEWARDS</u>
Circuit Court	1
Probate Court	
Hall of Justice	1
Juvenile Court Center	1
Detention	1
District Court	
First Division	1
Second Division	1



GRIEVANCE AND ARBITRATION PROCEDURE

Section 8. Definition of Grievance. A grievance shall be a complaint by an employee or the Association concerning the application and interpretation of this Agreement as written.

Section 9. Grievance Procedure. All grievances shall be handled in the following manner:

(a) Verbal Procedure. An employee with a complaint shall notify his immediate supervisor within three (3) working days after the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his immediate supervisor. At the request of the employee, the employee's steward may be present. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall render his disposition within five (5) working days. For purposes of the grievance procedure, immediate supervisor shall refer to the following for those employees working in the areas indicated:

Circuit Court	County Clerk or designated representative
Friend of the Court	Friend of the Court or designated representative
Probate Court	Registrar of Probate or designated representative
Juvenile Court	Director of Court Services or designated representative
Detention	Superintendent of Detention or designated representative
District Court	Chief Clerk or Court Administrator or designated representative

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee and presented to the employee's immediate supervisor within five (5) working days after receipt of the employer's answer in the verbal procedure. Within ten (10) working days after the written grievance has been signed, a meeting shall be held between the employee, the steward, the Presiding Judge or Senior Judge,

whichever is appropriate, and/or their designated representatives. The employee shall receive the Employer's written answer within five (5) working days after such meeting.

Step 2. If the grievance is not satisfactorily settled at Step 1, it may be appealed by resubmitting the grievance to the Presiding Judge or Senior Judge, whichever is appropriate, within ten (10) working days following receipt of the Employer's answer in Step 1. Within ten (10) working days after the grievance has been filed with the Presiding Judge or Senior Judge, whichever is appropriate, a meeting shall be held between representatives of the Employer and representatives of the Association. The Employer representatives shall be the Presiding Judge or Senior Judge, whichever is appropriate, the County's

Personnel Officer and other designated representatives. The Association's representatives shall be the steward, the Review Committee and other designated representatives. If the meeting cannot be scheduled within the ten (10) day period, such meeting shall be scheduled at the mutual convenience of the parties. Either party may have non-employee representatives present, if desired. If the grievance is not satisfactorily resolved, and it is arbitrable, it may be submitted to arbitration in accordance with the procedures established in this Agreement.

Section 10. Grievance Resolution. All resolutions of grievances must be approved by the Presiding Judge or Senior Judge, whichever is appropriate, and the Personnel Officer before they are binding on the Employer. If the Presiding Judge or Senior Judge, whichever is appropriate, or the Personnel Officer disagrees with the settlement of a grievance, the President of the Association shall be immediately notified in writing, and the grievance shall be processed at the second step of the grievance procedure.

Section 11. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 12. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 13. Grievance Form. The grievance form shall be mutually agreed upon.

Section 14. Discharge Grievance. Any grievances concerning the discharge of an employee may be initiated at the second step of the grievance procedure.

Section 15. Arbitration Request. The Association may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within

thirty (30) days following receipt of the Employer's disposition in Step 2 of the grievance procedure.

Section 16. Selection of an Arbitrator. Upon request for arbitration on a grievance which is arbitrable, representatives of the Association and the Employer shall meet for the purpose of selecting an arbitrator. If no agreement can be reached, an arbitrator shall be selected by obtaining from the Federal Mediation and Conciliation Service a panel of arbitrators. Each party shall alternately strike a name from the panel and the remaining name shall serve as the arbitrator.

Section 17. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that the Employer is composed of political sub-divisions created by the legislature of the State of Michigan for service to the taxpayers of Kent County and that the rights and interest of the public are paramount. Job descriptions,

classifications and work standards shall not be subject to arbitration; neither shall the decision of the Senior Probate Judge be subject to arbitration where that decision concerns the methods, means, and personnel used to carry out his responsibilities for the care and protection of juveniles as provided by law. Any award of the arbitrator shall not be retroactive more than five (5) days prior to the time that the grievance was first submitted in writing. The arbitrator's decision, if made in conformity with this Agreement, shall be final and binding upon the Association, Employer and employees.

Section 18. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee, including Union Officers and stewards, during regular scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the Employer has notified the Association of the abuse and after discussion between the Association and the Employer, the abuse has not been corrected within a designated period of time.

## STRIKES AND ILLEGAL ACTIVITY

Section 19. Prohibited. Neither the Association nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the Employer, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the Employer or in any conduct which causes or results in such interference.

Section 20. Violation. Any employee who engages in any activity prohibited by Section 19 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for the violation of Section 19.

## HOURS OF WORK AND OVERTIME

Section 21. Workweek. The official workweek of County employees shall be forty (40) hours per week, not including meal periods, unless regularly scheduled otherwise.



Section 22. Overtime. Overtime pay shall be calculated on hours worked in excess of the official workweek (normally 40 hours) and only as authorized under the following conditions and qualifications:

(a) Overtime shall only be paid as a result of "acts of God", snow storms, tornadoes, floods and riots.

(b) Prior or concurrent approval has been obtained from the Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer.

(c) Payment for all overtime shall be a budget item and no approval for overtime payment shall be made unless provided for in a departmental fund. A budget item of one thousand dollars (\$1,000.00) per year shall be established to be used for overtime work payments to Friend of the Court Investigators to be paid at their straight time regular rate of pay.

(d) Overtime payment shall be limited to classified employees earning less than Ten Thousand Five Hundred dollars (\$10,500.00) per annum. Exceptions to this rule shall be approved by the Presiding Judge or Senior Judge, whichever is applicable, and the Personnel Committee of the Board of Commissioners. Overtime payments shall be at time and one-half the employee's straight time hourly rate of pay. Overtime shall not be paid for less than thirty (30) minutes in any one (1) day.

(e) When it is necessary to work an employee in excess of forty (40) hours in the workweek and the work does not fall within the provisions for salary payment, the employee may be granted compensatory time off with prior approval of the Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer. When an employee with a bank of forty (40) hours of compensatory time works overtime, his compensatory time shall be an hour and one-half for each hour of overtime worked.

#### SENIORITY

Section 23. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the Employer commencing from his last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. Continuous service at any facility or operation taken over by the Employer shall

be considered as continuous service with the Employer as determined by this Agreement.

Section 24. Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed three (3) months, by giving written notice and reasons therefor to the employee and the Association.

Section 25. Seniority List. The Employer shall prepare a seniority list and submit it to the Association annually not later than February 1.

Section 26. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge;
- (b) Absence from work for three (3) working days unless otherwise excused;
- (c) Failure to return to work upon recall from a layoff;
- (d) Failure to return to work at the expiration of a leave of absence, unless otherwise excused;
- (e) Laid off for lack of work for more than twelve (12) months;
- (f) Retirement;
- (g) Promotion to a position outside the collective bargaining unit.

#### LEAVES OF ABSENCE

##### Section 27. Personal Leave.

(a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Presiding

Judge or Senior Judge, whichever is applicable. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's Presiding Judge or Senior Judge, whichever is applicable and the County Personnel Officer.

(b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Presiding Judge or Senior Judge, whichever is applicable, where the situation is specifically budgeted and approved by the Finance Committee of the County.

Section 28. Sick Leave. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

(a) No sick leave with pay will be taken by a newly hired employee during the probationary period.

(b) After the completion of the probationary period, each full time employee shall be credited with six (6) days of sick leave and will accumulate sick leave with pay at the rate of one (1) working day for each full month of employment exclusive of leaves of absence.

(c) In no case shall the accumulated earned sick leave exceed one hundred and eighty (180) days. This "bank" shall be established from the records since January 1, 1955.

(d) When arranged for and approved by the Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer, sick leave shall be granted:

- (1) When it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duty because of sickness or injury.
- (2) When death occurs in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren).

Maximum leave, approved in advance, shall not exceed five (5) working days. Air travel time shall be allowed in addition to this limit for out of state family death.

- (3) When unusual situations or emergencies exist in the employee's immediate household.

(e) No sick leave shall be granted for minor ailments which would not affect the safety of the employee, or of other persons, or of property, while performing job duties.

(f) The provisions of this Section do not apply in the case of pregnancy of female employees.

(g) Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive workdays or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employer for each absence regardless of duration if the Employer has reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence, shall constitute just cause for dismissal.

(h) Before an employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the Employer that he is fit to again perform his duties.

(i) In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefit under the Workmen's Compensation Law of the State of Michigan, such employee, with the approval of the County Personnel Officer, shall be allowed salary payments

which with his compensation benefit, equal his regular salary or wage. The period covered by the above shall be a period not to exceed six (6) weeks after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Workmen's Compensation Law of the State of Michigan.

Section 29. Military Leave.

(a) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

(b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon



presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

(c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

Section 30. Maternity Leave.

(a) A leave of absence without pay for pregnancy shall be granted to any permanent full time, full time part-time employee or regular part-time employee. Pregnancy leave shall terminate no later than three months after termination of pregnancy unless additional time may be granted by the Employer upon presentation of a physician's certificate indicating that additional maternity leave is necessary. The Employer shall determine when an employee shall take a pregnancy leave.

(b) An employee returning from maternity leave shall be offered reinstatement to her former position if it is open. If her former position is not available, she shall be offered a comparable position which is open. If there is no position available, reinstatement shall not occur until her former position or a comparable one becomes available. Seniority shall be retained, but continuous service credits for benefits shall not accumulate during such leave of absence.

#### VACATIONS

Section 31. Vacation Eligibility. Full time employees of the Employer shall earn vacation leave with pay in accordance with the following schedule:

(a) An employee shall not be entitled to a vacation leave during the course of the calendar year in which he is first employed except that if the employee is hired between January 1 and June 30, he may take one (1) week vacation after he has worked six (6) months, but if taken, his vacation in his second calendar year shall be reduced to one (1) week.

(b) An employee shall be entitled to two (2) weeks of vacation leave during his second calendar year of employment if his anniversary date of hire is between January 1 and June 30, and no vacation is taken under paragraph (a) above otherwise he shall be entitled to one (1) week of vacation leave.

(c) An employee shall be entitled to two (2) weeks vacation leave during the course of the third through the tenth calendar years of his employment.

(d) An employee shall be entitled to three (3) weeks vacation leave during the course of the eleventh through the fifteenth calendar years or if ten (10) years of service by October 1.

(e) After an employee has been in the employment of the Employer for fifteen (15) consecutive years by October 1 of the current calendar year and each year thereafter, during the course of the sixteenth (16th) calendar year, and each year thereafter, he shall be entitled to three (3) weeks vacation leave plus one (1) day for each additional year of employment, but in no case shall the annual leave be in excess of four (4) weeks.

Section 32. Vacation Schedule. Although the Employer reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Employer. An employee will not be permitted to take his vacation leave one day at a time unless otherwise approved by the County Personnel Officer. Employees desiring a preference shall submit their written selection prior to March 15. Exceptions to this policy shall be considered for individual cases. Once an employee has made his selection, he shall not be permitted to change his selection, thereby disturbing the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed or the other employee consents to the disturbance. An employee may accumulate vacation leave up to four (4) weeks upon written notification to the County Personnel Officer of the approval of the Presiding Judge or Senior Judge, whichever is applicable.

Section 33. Vacation Credits. Days on leaves of absence (without pay) shall not be considered as days worked for the purpose of acquiring vacation credits, provided however, that special circumstances may be considered by the County Personnel Officer with the approval of the County Controller.

Section 34. Vacation Pay. An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time he takes his vacation.

Section 35. Special Circumstances. Employees shall receive payment for accrued, but unused vacation, upon termination of their employment with the Employer.

#### HOLIDAYS

Section 36. Holidays.

(a) An employee shall be entitled to holiday leaves with pay on the following recognized holidays:

New Years Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

(b) When holidays occur on Saturday, it is celebrated on the preceding Friday. When the holiday occurs on Sunday, it is celebrated on the following Monday.

(c) When Christmas Eve and New Years Eve, occur on a Tuesday, Wednesday, Thursday or Friday, the afternoon of that day shall be granted as time off with pay.

Section 37. Good Friday Religious Services. The practice of closing the County Building from 12:00 noon to 3:00 p.m. on Good Friday to allow employees to attend religious services shall be continued.

Section 38. Full Time Part-time Employees. Full time part-time employees who regularly work not less than twenty (20) hours each week shall be entitled to holiday pay benefits for New Years Day and Christmas Day.

Section 39. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) An employee, to be eligible for a holiday with pay, must be a full time employee on the day of the holiday and must have worked on the scheduled workday immediately preceding and immediately following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning or end of his regular scheduled vacation.

(b) Employees who are prevented from working the day before or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. The County Personnel Director and the Association may by mutual agreement waive the terms of sub-paragraph (a) in appropriate circumstances, in accordance with the County Personnel Director's letter of February 28, 1969.

Section 40. Holiday Work. Full time employees who are required to work on any approved holiday will be compensated as follows:

(a) The employee will be given compensatory time off for one (1) day or eight (8) hours as soon thereafter as possible at the employee's straight time regular rate of pay.

(b) If the employee is unable, due to work schedule, to take compensatory time off as prescribed in Section (a) above, within a six (6) month period, he shall be paid for the holiday worked.

(c) When an employee with a bank of forty (40) hours of compensatory time works on an approved holiday, his compensatory time shall be computed in accordance with Section 22 (e).

## INSURANCE

Section 41. Hospitalization Insurance. The Employer shall pay the required premium for full time employees with seniority covered by Blue Cross Hospital, Surgical and Medical Plan (ward service - \$2,500 plan). If dependent coverage or additional benefits are elected, the employee shall pay the required premium, except that the Employer will contribute up to three dollars (\$3.00) per month toward the required premium for dependent coverage for each employee electing dependent coverage. Commencing January 1, 1973, the Employer agrees to increase the dependent coverage contribution to up to ten dollars (\$10.00) per month toward the required premium for each full time employee who elects dependent coverage.

Section 42. Life Insurance. The Employer shall pay the required premiums to provide each full time employee with seniority with a five thousand dollar (\$5,000.00) Term Life Insurance Policy with double indemnity.

## WAGES

Section 43. Classifications and Rates.

(a) All employees who are on the payroll of the Employer on the date that this Agreement is signed shall receive a lump



sum "catch-up pay" in the amount determined by multiplying their annual salary as of January 1, 1972 by 4.5% and reducing said figure to an hourly rate which is then multiplied by all hours worked by the employee from January 1, 1972 through June 30, 1972. Said "catch-up pay" shall be paid to the employees as soon as it can be administratively handled by the payroll department of the County.

(b) The County shall determine the classification and salary range for each employee. Effective July 1, 1972, a new pay plan shall be adopted by the County which shall be determined by multiplying all salary ranges and steps in the attached Appendix "B" by 3.4%. All employees who are on the payroll of the Employer as of the date that this Agreement is signed shall receive retroactive pay from the first pay period following July 1, 1972 to December 31, 1972 in an amount equal to the sum determined by multiplying the employee's straight time hourly rate under the new salary plan times all hours worked by the employee during said period. This retroactive pay shall be paid as soon as it can be administratively handled by the payroll department of the County.

(c) Effective the first full pay period beginning on or after January 1, 1973, in the second (2nd) year of this Agreement, the Employer shall adopt a new pay plan determined by multiplying all ranges and steps of the pay plan adopted in sub-paragraph (b) above by five and one-half percent (5.5%).

(d) Effective the first full pay period beginning on or after January 1, 1974, in the third (3rd) year of this Agreement, the Employer shall adopt a new pay plan determined by multiplying all ranges and steps by five and one-half percent (5.5%).

(e) The adoption of the new rates of pay in sub-paragraphs (a), (b) (c) and (d) hereof is conditioned upon the County of Kent receiving from the U. S. Government revenue under the so-called "Revenue Sharing Act".

#### PROMOTIONS

Section 44. Advancement. In order to provide advancement opportunity when vacancies exist, the Employer will endeavor to supply the Association with a list of such vacancies indicating the title, description of duties, basic personnel

requirements, work schedule and rate of pay. Interested employees may make application for such vacancies by filing with the County Personnel Officer a statement declaring their desire for a transfer or a promotion. Such statement shall include a list of the employee's qualifications. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill vacancies from outside sources when, in the Employer's judgment, it is in the best interest of the Employer to do so.

#### LAYOFF AND RECALL

Section 45. Layoff and Recall Procedure. In the event that a reduction in personnel is necessary, the County agrees to layoff the least senior employee in the classification and department affected first and thereafter using the order of inverse seniority. Recall to work shall be made on the basis of the most senior employee first and thereafter in the order of seniority. It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the County's business, where particular skill and experience is required, seniority need not be followed.

(a) For purposes of layoff and recall only, committeemen and stewards shall head the seniority list of their respective classifications during their term of office. The Association recognizes that the Employer is not obligated to "make work" for committeemen and stewards and that such representatives must have the necessary skill and experience to perform the required work.

#### MISCELLANEOUS

##### Section 46. Shift Differential and Mileage.

(a) Shift Differential. All employees shall receive a ten cent (10¢) per hour shift differential where the majority of the employee's working hours are scheduled between 4:00 p.m. and 4:00 a.m.

(b) Mileage. Reimbursable mileage shall be paid at the rate of ten cents (10¢) per mile.

##### Section 47. Dual Employment.

(a) Before an employee shall begin additional employment other than his regular County position, he shall give five (5)

workdays advance written notice to his Presiding Judge or Senior Judge, whichever is applicable, of the prospective job and the duties required. The County Personnel Officer and the Presiding Judge or Senior Judge, whichever is applicable, shall advise the employee in writing within five (5) workdays as to whether the additional job would conflict with the employee's employment with the Employer. Notwithstanding the above procedures, no employee shall hold dual employment where such additional employment shall:

- (1) Create a conflict of interest between the Employer's job and the proposed outside work.
- (2) Work an interference with the employee's regular Employer's work.
- (3) Interfere with the quality or quantity of the employee's regular Employer's work.

(b) An employee earning \$9,000 or more per annum is subject to the above rules except that additional approval of the additional job must be given by the Personnel Committee of the Board of Supervisors. The Personnel Committee shall answer the request in writing within a reasonable period of time.

Section 48. Temporary and Irregular Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 49. Regular Part-time Employees. All regular part-time employees shall be paid on an hourly basis at the first step of their respective pay ranges. (Advancements from this basis shall be within the sole discretion of the County Personnel Officer or his designate). A full time part-time employee rendering continuous service shall, after completion of one (1) year's service, be entitled to vacation and sick leave benefits on a pro rata or reduced basis; which basis shall be the ratio his average weekly hours bear to the normal workweek, multiplied times the vacation and sick leave earned by a full time employee whose service for the Employer has been of similar duration.

Section 50. Retirement Plan. The Kent County Retirement Plan first effective on January 1, 1949 shall be continued and the benefits thereunder shall be increased effective January 1, 1973 to provide retirement benefits at 1-3/4% the employee's annual pay after fifteen (15) years of continuous service with the Employer.

Section 51. Friend of the Court Investigators. Friend of the Court investigators shall be entitled to receive up to one hundred dollars (\$100.00) per year allowance for clothing damaged during duty, provided, claim must be presented.

Section 52. Amendment or Modification. Upon mutual agreement of the parties, this contract may be amended or modified in writing at any time during its term.

Section 53. Parking. The Employer recognizes the need for parking for those employees of the Employer who are working in the Hall of Justice, and therefore agrees to use its best efforts in an attempt to secure a suitable parking lot to be used for parking. The County Personnel Officer will report the Employer's efforts in this regard to the Association.

Section 54. Special Conference. A special conference may be called at times mutually agreeable to the Employer and the Association to discuss problems of mutual concern. Each party shall select its representatives to attend such conference.

Section 55. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 56. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supercedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association,



for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### DURATION

Section 57. Termination. This Agreement shall remain in force until December 31, 1974, at 11:59 p.m., and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by

either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

17TH JUDICIAL CIRCUIT

KENT COUNTY EMPLOYEES ASSOCIATION

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

PROBATE COURT FOR THE  
COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Senior Judge

By \_\_\_\_\_

63RD DISTRICT COURT FOR  
THE COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Chairman, County Board  
of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

APPENDIX "A"

POSITIONS EXCLUDED FROM THE COLLECTIVE BARGAINING UNITS

UNIT II

Circuit Judges

R. Stuart Hoffius  
John H. Vander Wal  
George V. Boucher  
John T. Letts  
Roman J. Snow

Friend of Court

William Roh

Court Investigator  
II (Supervisor)

Keith Beaver

Court Administrator

Confidential Secretary

\_\_\_\_\_  
Mrs. Virginia Ike

UNIT III

District Judges

Joseph B. White  
Steven R. Servass

Chief Clerk

Gerald Shouse

Court Administrator

Confidential Secretary

\_\_\_\_\_  
\_\_\_\_\_

UNIT IV

Probate Judges

A. Dale Stoppels  
Richard N. Loughrin  
John P. Steketee

Director of Court Services	Roger Lewis
Assistant Director of Court Services	Philip Versluis
Registrar of Probate	Roland R. Robey
Superintendent of Detention	John Vis
Assistant Superintendent of Detention	Alfred Stremmer
Group Worker Counselors	T. Glynn E. Brown J. Gamber E. Medendorp E. Postema
Probation Officers IV	J. Apol C. Oztman A. Zania
Supervisor	P. Ippel
Director of Kentfield	M. Philips
Confidential Secretary	A. Parrisl J. Jaylowski
Adoption Referee	J. Vander Mulen

LETTER OF UNDERSTANDING

NO. 1

SUBJECT: 1972 - 1975 Collective Bargaining Agreement  
Work Performance Audits

Commencing January 1, 1973, the County agrees to conduct work performance audits for the following:

Group Work Counselors at the Probate Court  
for the County of Kent

Friend of the Court office

Betty Freeman (Clerk II)

Dorothy Ungrey (Clerk Typist I)

The work performance audits shall involve an examination of the duties of the employees in order to determine if the employees are appropriately classified by description and by pay range compared to like or similar jobs.

The County agrees to complete the work performance audits within sixty (60) days following January 1, 1973 or as soon thereafter as administratively possible.

17TH JUDICIAL CIRCUIT

KENT COUNTY EMPLOYEES ASSOCIATION

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

PROBATE COURT FOR THE  
COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Senior Judge

By \_\_\_\_\_

63RD DISTRICT COURT FOR  
THE COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Chairman, County Board  
of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

LETTER OF UNDERSTANDING

NO. 2

SUBJECT: 1972 - 1975 Collective Bargaining Agreement  
Classification Adjustments

Commencing January 1, 1973, the following classifications shall be adjusted as indicated under the County Pay Plan:

63rd District Court Recorder adjusted to Pay Range 16

63rd District Court Recorders Evelyn Denowski and Betty Wood adjusted to the "C" Step within Pay Range 16

Flo Ann Beaver now Court Clerk, Pay Range 17, adjusted to Clerk IV, Pay Range 20

Janice Glynn now Clerk Typist I, Pay Range 10, adjusted to Clerk Typist II, Pay Range 15

Probation Officer I adjusted to Pay Range 24

Probation Officer II adjusted to Pay Range 25

Juvenile Group Workers adjusted to Pay Range 18

Probation Officer Aide adjusted to Pay Range 18

17TH JUDICIAL CIRCUIT

KENT COUNTY EMPLOYEES ASSOCIATION

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

PROBATE COURT FOR THE  
COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Senior Judge

By \_\_\_\_\_

63RD DISTRICT COURT FOR  
THE COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Presiding Judge

By \_\_\_\_\_

COUNTY OF KENT

By \_\_\_\_\_

By \_\_\_\_\_  
Chairman, County Board  
of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_