

3438

12/31/99

AGREEMENT

between

MONTCALM COUNTY 64B DISTRICT COURT

-and-

**MONTCALM COUNTY 64B DISTRICT COURT EMPLOYEES
CHAPTER OF LOCAL NO. 3067
affiliated with
MICHIGAN COUNCIL NO. 25
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

Montcalm County (64B District Court)

Effective: January 1, 1997 - December 31, 1999

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AGREEMENT

An Agreement, effective January 1, 1997, by and between the 64B JUDICIAL DISTRICT COURT, hereinafter referred to as the "Employer" and the DISTRICT COURT EMPLOYEES CHAPTER OF LOCAL NO. 3067, affiliated with MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, each hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment for each Court in one document but preserving a separate identity for each Employer and each collective bargaining unit. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

The parties recognize that the interest of the community and job security and uniform conditions of employment of the members of the bargaining unit depend upon the County's success in establishing a proper service to the community.

RECOGNITION

Section 1.1 Collective Bargaining Unit.

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

All regularly scheduled employees employed by Montcalm County 64B District Court, BUT EXCLUDING supervisors, confidential employees, temporary employees, seasonal employees and all other employees.

Section 1.2 Extra Contract Agreements.

The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to employees covered by this Agreement; or any agreement or contract with said employees individually or collective, which is inconsistent with the specific terms of this Agreement.

Section 1.3 Use of Temporaries/Seasonal.

The Employer reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Employer to permanently displace bargaining unit employees with temporary and seasonal employees.

MANAGEMENT RIGHTS

Section 2.1 Reserved Rights.

The Union and the bargaining unit recognize and agree that the Employer is charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Employer, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

Section 2.2 Rules and Regulations.

The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Union has received written notice thereof.

UNION SECURITY

Section 3.1 Agency Shop.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 3.2 Dues & Fee Checkoff.

The Employer agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month subject to all of the following subsections:

- a) The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretation made thereof.
- b) The Union shall exclusively use the following checkoff authorization form as herein provided for.
- c) All checkoff authorization forms shall be filed with the Administration Department who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no checkoff shall be made until such deficiency is corrected.
- d) The Employer shall check off only obligations which come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- e) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefor, that the remittance is incorrect, provided, that the Employer has sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.
- f) The Union agrees to indemnify and save the Employer harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- g) Deductions for any calendar month shall be remitted to the address designated to the designated financial officer of Michigan Council No. 25 along with a list of names from whom deductions have been made following the deduction.
- h) The Union shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided that the Employer shall provide the Union with the names and addresses of all new hires, rehires, or persons transferred into the bargaining unit as soon as possible after their hire or transfer date.

Section 3.3 Hold Harmless.

The Union shall indemnify the Employer against any and all legal claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with this Article.

UNION REPRESENTATION

Section 4.1 Representatives.

There shall be one (1) steward and one (1) Chapter Chairperson for each collective bargaining unit chosen from among the employees in each respective unit in a manner determined by the Union. The duties of the employee representatives are to represent the employees in their respective units in accordance with the grievance procedure established herein. Alternate representatives may be selected but they shall only serve in the absence of the official representative.

Section 4.2 Notification.

The Union shall advise the Employer in writing of the names of its representatives and alternates before they shall be recognized by the Employer.

Section 4.3 Lost Time.

An employee representative shall first receive permission from her immediate supervisor to leave her work station and shall report back promptly when her part in the grievance procedure has been completed. An employee representative will not lost time or pay for reasonable time spent during regular working hours investigating or presenting grievances.

Section 4.4 Union Notices.

The Employer agrees to permit the steward to post and maintain official Union notices in a place on the premises designated by the Employers. All notices shall be approved by the designated officer of the Union and designated Employer representative before posting.

Section 4.5 Collective Bargaining Committee.

Each unit may be represented in contract negotiations by a collective bargaining committee composed of two (2) employees from each bargaining unit. All bargaining shall commence at a mutually agreed upon time.

SPECIAL CONFERENCES

Section 5.1 Special Conference Request.

Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

Section 5.2 Excused Time.

The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting.

Section 5.3 Lost Time.

Employee representatives of the Union at special conferences shall be paid by the Employer for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular work schedule.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition of Grievance.

A grievance is any dispute between the parties or between the employees and the Employer, with respect to or concerning the interpretation or application of this Agreement or any rules and regulations in accordance with Section 2.2.

Section 6.2 Grievance Procedure.

All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievance and the Union representative. Any grievance resolved to the satisfaction of the aggrieved employee and the Union shall be final and binding upon the Employer, employee(s) and the Union.

a) Verbal Procedure. If an employee has a complaint, he shall within five (5) days of the occurrence of the incident which gave rise to the complaint, discuss it with the Employer representative with the object of resolving the matter informally. The employee may have a steward present.

b) Written Procedure.

Step 1. Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases no later than five (5) days after the grievance occurred, or five (5) days from the time the employee or Union Representative should reasonably have known he had grounds for a grievance.

The grievance shall first be presented to the Employer representative. The Employer representative shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievance and his steward.

Within ten (10) days, a meeting shall be arranged by the Employer representative or his designee with the grievant and Union representative, to discuss and resolve, if possible, the grievance.

The Employer representative shall respond, in writing, within five (5) days of the meeting to the grievant and the Union steward.

Both parties reserve the right to have non-employee representatives participating in the meeting.

Section 6.3 Arbitration Request.

If the grievance is not satisfactorily resolved in Step 1, if utilized. Council No. 25 may request arbitration during the term of this Agreement by notifying the Employer within twenty (20) days after receipt of the Employer's answer in Step 1. If the Council does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

Section 6.4 Selection of Arbitrator.

Upon receipt of a timely request for arbitration, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties' alternating striking a name with the last remaining name serving as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 6.5 Arbitrator's Jurisdiction.

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provision of this Agreement, or the written rules and regulations of the Employer, and his decisions shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date of the written grievance or the date of the incident, whichever is lesser. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no power to rule upon the exercise of the Employer's reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon back pay awards. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

Section 6.6 Employee Attendance.

If the Employer or the Union requests that the aggrieved employee or other necessary persons be present at any step or steps of the grievance and arbitration procedure to participate in discussion, they will be required to do so. After being used as a witness, the employee will be excused so that he may return to work. The employee will not lost time or pay from his regularly scheduled hours while in attendance.

Section 6.7 Time Limitations.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, 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 arbitration must be expressly requested. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

Section 6.8 Time Computation.

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

Section 6.9 Duration of Grievance Procedure.

No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the Grievance Procedure or arbitration as provided herein unless the grievance is filed with the Employer during the term of this Agreement or any extensions thereof.

WORK STOPPAGES

Section 7.1 Strike Prohibition.

The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-down, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County as long as this contract is in force.

Section 7.2 Penalty.

Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Employer deems appropriate up to and including discharge.

Section 7.3 No Lockout.

The Employer agrees that there shall be no lockout of its employees.

SENIORITY

Section 8.1 Seniority Definition.

Seniority shall be defined as the length of the employee's continuous service with the Employer Court commencing from her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

Section 8.2 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 without recourse to this Agreement. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed six (6) months, by giving written notice and seasons therefor to the employee.

Section 8.3 Seniority List.

The Employer shall maintain a roster of employees, arranged according to seniority, showing the name address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

Seniority 8.4 Super Seniority.

For purposes of layoff and recall only, the Chapter Chairperson shall head the seniority list during her term of office.

Section 8.5 Loss of Seniority.

An employee's seniority with the Court shall terminate for the following reasons:

- a) She resigns or quits.
- b) She is discharged or terminated (if not reversed or modified by the grievance procedure).
- c) She retires.
- d) She has been on layoff or a non-paid leave of absence for a period of time equal to her seniority at the time of layoff or leave of absence or two (2) years, whichever is lesser.
- e) She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer unless otherwise excused.
- f) She is declared mentally incompetent by a probate court of competent jurisdiction.
- g) If she makes an intentionally false statements on her employment application, on an application for leave of absence, or on any other official document.
- h) If she is convicted of a felony or, while on duty, is convicted of driving under the influence of alcohol, impaired driving, or reckless driving.

LAYOFF AND RECALL

Section 9.1 Layoff.

All reductions in each Employer's work force shall be accomplished in the following manner:

- a) No permanent or probationary employees shall be laid off from his position while any temporary or irregular employees are serving in the same position in the unit.
- b) The first employee to be laid off shall be the employee with the least seniority in the classification affected, provided, however, that the remaining seniority employees have the experience, necessary training and ability to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.

- c) Upon being laid off from her classification, an employee who so requests shall in lieu of layoff replace the least senior employee in an equal or lower paying classification in the unit, provided, however, that she has greater seniority than the employee whom she is to replace and for which she has the necessary training, experience and ability to perform the required work.
- d) Employees who replace a less senior employee in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which she has been reduced.
- e) The Union acknowledges that because many positions are funded with State and Federal money, if such programs are curtailed or eliminated, the employee occupying these positions may be terminated from the unit notwithstanding the Layoff and Recall Procedure.

Section 9.2 Recall Within Classification.

Employees who are laid off or who replace a less senior employee in lieu of layoff, shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

Section 9.3 Notice of Recall.

Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstance, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

JOB POSTING AND BIDDING PROCEDURES

Section 10.1 Vacancies.

- a) All newly-created positions and vacancies that are going to be filled within the bargaining unit shall be posted for a period of five (5) working days in a conspicuous place on the bulletin board. The posting shall set forth the requirements for the position. Employees wishing to bid on such job shall apply in writing within the five (5) working day posting period. Where qualifications are equal, the position shall be awarded to the most senior qualified employee. In considering the employee's qualifications to perform the required work, the Employer shall consider the employee's work record, training, experience and ability. Temporary vacancies resulting from vacations or leaves of absence shall not be posted.
- b) An employee who is awarded the position shall receive the rate of pay for the awarded position.

- c) If an employee determines that the new position is unsatisfactory, the employee may revert to his former classification provided notice is given to the Employer within the first four (4) weeks after being awarded the new position and provided, further, that an employee shall be prohibited from bidding on another position for six (6) months after he has reverted back to his former position.

TRANSFERS

Section 11.1 Temporary Transfers.

When additional manpower is needed on a temporary basis to assist another in a work area, the Employer reserves the right to make transfers from where manpower is available. If the necessary volunteers are not obtained, then transfers shall be made on the basis of inverse seniority from among the qualified available employees. If a temporary transfer cannot meet the Court needs, then the Employer reserves the right to utilize temporary employees. The employee shall not suffer a reduction in wages or hours as a result of such transfer. Any transfer to a higher paid classification for a period longer than ninety (90) days shall entitle the employee to wages at the wage rate of that classification that is the next step above his current rate range until the employee is returned to his original position.

Section 11.2 Humanitarian Transfer.

Upon mutual agreement of the Employer and the Union, an employee may be reassigned or reclassified disregarding seniority, due to an employee's disability, or condition of health.

Section 11.3 Non-Bargaining Unit Transfers.

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, she shall have accumulated seniority while working in the position to which she transferred. The Employer reserves the right to establish all terms and conditions of employment for all non-bargaining unit employees.

DISCIPLINE AND DISCHARGE

Section 12.1 Notice of Discipline.

The Employer shall not discharge, suspend, or discipline an employee without just cause. Discharge or suspension shall be accompanied by proper written notice to the employee giving specific reason for the discharge or suspension. The notice shall be presented to the employee within five (5) working days of when the Employer became aware of the occurrence that gave rise to the discharge or suspension. The Employer may impose discharge or suspension prior to issuance of the written notice, provided that the notice is issued within the time limits provided.

Section 12.2 Steward Representation.

The discharged, suspended or disciplined employee will be allowed to discuss her discharge, suspension or discipline with her steward; and the Employer will make available an area where she may do so before she is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge, suspension or discipline with the employee and the steward.

Section 12.3 Use of Past Record.

In imposing any discharge, suspension or discipline on a current charge, the Employer will not take into account any prior minor infractions which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction free record during such time.

HOURS OF WORK

Section 13.1 Work Day and Work Week.

The normal work day for regular full-time employees shall be eight (8) hours, excluding a sixty (60) minute non-paid lunch period. The normal work week for regular full-time employees shall be five (5) work days, Monday through Friday, and shall normally be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times shall remain as was in effect at the effective date of this Agreement unless otherwise changed by mutual agreement.

Section 13.2 Rest Periods.

All employees working an eight (8) hours shift shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning half of the shift and a fifteen (15) minute rest period approximately in the middle of the afternoon half of the shift.

Section 13.3 Notice of Absence.

Employees not reporting for work shall notify their supervisor one-half (1/2) hour after their starting time and shall advise her as to the reason for their inability to work.

Section 13.4 Overtime.

All employees shall be required to work reasonable amounts of overtime upon request, and all overtime must be authorized in advance by the Employer. All hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be compensated at one and one-half (1 1/2) compensatory hours off with pay for each hour worked. Compensatory time off may be scheduled with the approval of the Employer. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

Section 13.5 Voluntary Time Off.

Upon mutual agreement between the Employer and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

WAGES

Section 14.1 Rates and Classifications.

- a) Classifications of work and hours rates of pay for each are set forth in Appendix A, which is incorporated herein.
- b) The rate of pay of a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that step above his present rate, whichever is higher. The Employer may credit experience up to one (1) year rate in each classification when hiring new employees.

Section 14.2 New Classifications

When a new classification is established within the bargaining unit by the Employer, the Employer shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Employee agrees to negotiate the rate of pay for the new classification.

Section 14.3 Time Sheets.

- a) If a change, alteration or notation should be made on the time sheets, employees shall check with the Judge or his designated representative.
- b) The Judge or his designated representative must be notified when the employee leaves the work area for any reason.

LEAVES OF ABSENCE

Section 15.1 Sick Leave With Pay.

Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

- a) Sick Leave Accumulation and Payment. It is agreed that employees may be granted a sick leave of absence under the following conditions and qualifications:
 - 1) After the completion of his probationary period, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.
 - 2) Maximum accumulation of sick leave is 720 hours.
 - 3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.
 - 4) An employee may convert fifty percent (50%) of her accumulated unused sick leave upon death or retirement under the employee's pension plan.
 - 5) An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.
- b) Sick Leave Use.

Upon approval by the Judge or his designated representative, sick leave shall be granted:

- 1) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments. The employee shall be required to return to work following the appointment.

3) In unusual circumstances, the employee may use sick leave for illness in the immediate family when the employee's presence is required.

c) Medical Certification.

The Employer may request as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

d) Return Following Sick Leave.

Before an employee is absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employer from a layoff or leave of absence of any kind, and the Employer is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the County and the Union.

e) Work-Connected Disability.

An employee disabled as a result of a work-related injury with the Employer may utilize accumulated sick leave which, when added to his Worker's Compensation shall not exceed his normal take-home pay. Such supplement shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

Section 15.2 Funeral Leave With Pay.

In case of death in an employee's immediate family, the employee shall be given up to three (3) working days leave with pay if work is lost commencing the day following the death. If the funeral is located more than 450 miles away, upon request the employee will be granted one additional day leave without pay for travel each way provided the employee attends the funeral. Immediate family is defined as: spouse, child, father, mother, sister and brother, grandparent, grandchild, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, stepchild, stepgrandchildren, stepmother, stepfather, stepbrother and stepsister.

Section 15.3 Military Leave

An employee who enters active service of the Armed Forces of the United States, National Guard or Reserves, shall receive a leave of absence without pay for the period of such duty. Reinstatement shall be in accordance with the applicable State and Federal Statutes. The employee shall inform the Employer in writing as soon as the employee is notified of acceptance in the military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

Section 15.4 Disability Leave

- a) An employee who becomes medically disabled, including as the results of pregnancy, shall be allowed a leave of absence for a period not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Employer and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of disability and the expected duration of such disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence.
- b) An employee may utilize her accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a non-paid leave of absence.

Section 15.5 Personal Leave With Pay

Three (3) personal leave days with pay shall be granted annually to each full time employee. Said personal leave days, if used, will be deducted from the employee's sick leave. There shall be no carry over of unused personal leave days from one year to another as personal leave days; however, if the day are not used as such, they shall continue to accumulate as sick leave. The employee shall obtain the approval from her supervisor prior to being absent.

Section 15.6 Leave Without Pay

- a) Upon approval by the Employer for good cause demonstrated, an employee may be granted a leave of absence without pay for up to six (6) months. Child care leave following disability leave due to pregnancy shall be a leave of absence without pay.
- b) All non-paid leave of absence in excess of thirty (30) days shall be without receipt or accumulation of any fringe benefits provided herein nor shall seniority continue to accumulate beyond that time. Upon the advance payment of the required insurance premiums, an employee may continue insurance coverage provided herein.
- c) All leaves of absence without pay shall be approved by the Employer. An employee shall not take a leave of absence for the purpose of obtaining other employment and an employee who takes other employment shall be considered as a voluntary termination unless otherwise agreed to by the Employer in writing.

Section 15.7 Return From Leave of Absence.

An employee returning from a leave of absence of thirty (30) days or less, shall be returned to her former classification and department. The Employer cannot guarantee a return to the employee's former classification and department on leaves of absence in excess of thirty (30) days.

Section 15.8 Jury Duty and Witness Leave.

- a) Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the day for which payment is claimed.
- b) Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift, and other premiums for the number of hours that she otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the day for which payment is claimed. The provisions of this Section are not applicable to an employee, who, without being summoned, volunteers for jury duty. Any employee who is to serve on jury duty will report prior to the day of jury duty and will return to work at the completion of jury duty if his shift has not ended.

Section 15.9 Seniority Accumulation During Leaves of Absence.

Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

Section 15.10 Family and Medical Leave Act (FMLA).

The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under FMLA.

VACATIONS

Section 16.1 Vacation Benefits.

Full-time employees shall earn vacation pay and leave in accordance with the following schedule:

- a) An employee earns ten (10) working days' leave and eighty (80) hours' pay upon completing one (1) year of employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours' pay after completing six (6) months of employment
- b) An employee earns fifteen (15) working days' leave and one hundred twenty (120) hours' pay upon completing eight (8) years of employment.
- c) Effective January 1, 1997, an employee earns twenty (20) working days' leave and one hundred sixty (160) hours' of pay upon completing fifteen (15) years of continuous employment.
- d) Effective January 1, 1997, an employee earns twenty-five (25) working days' leave and two hundred (200) hours' pay upon completing twenty-five (25) years of continuous employment.

Section 16.2 Vacation Eligibility.

Vacation eligibility shall be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay shall be determined when the employee takes her vacation leave and shall be at the employee's straight-time rate exclusive of all premiums. An employee on an Employer-paid leave of absence shall be considered working time for purposes of vacation benefits. Absence of work without pay in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

Section 16.3 Vacation Leave.

Vacations shall be scheduled in advance with the Employer's approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same.

HOLIDAYS

Section 17.1 Holiday Pay.

All full-time employees occupying a job classification covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4th	Christmas Eve
	Christmas Day

Effective January 1, 1995, Lincoln's and Washington's birthday shall be discontinued as a recognized holiday and President's Day shall be a recognized holiday. New Year's Eve Day (December 31) shall be a recognized holiday.

When a recognized holiday falls on a Saturday, it shall be recognized on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be recognized on the following Monday.

Section 17.2 Holiday Eligibility.

Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a) An employee must work his hours on the Court's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Judge.
- b) The employee must not be on layoff which begun more than ten (10) calendar days prior to the holiday.
- c) The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
- d) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- e) The employee must not be on non-paid leave of absence.

Section 17.3 Holiday Work.

Employees who work on a holiday recognized by this Agreement will receive their regular rate for all hours actually worked in addition to their holiday pay.

INSURANCE

Section 18.1 Life Insurance.

During the term of this Agreement, the County will provide a term life insurance policy for each full-time employee in the amount of ten thousand dollars (\$10,000). Part-time employees will be allowed to purchase an equal amount of life insurance through the County at cost.

Section 18.2 Health Insurance.

The health insurance benefit that was in effect in the Agreement ending on December 31, 1996, will remain in effect until December 31, 1997. Employees will be required to select from two health insurance options effective January 1, 1998, and will be able to make the same election once annually thereafter during the open enrollment period.

- a) Health Insurance Benefit. Effective January 1, 1998, and annually during the open enrollment period, employees will be required to select either the health insurance benefit that was in effect at 12/31/96 or a CMM100 plan. After the initial election, employees will only be required to select between the options if they wish to change their original selection. During the term of this Agreement, the County agrees to pay the required premiums for each full-time employee, including dependent coverage, under the Montcalm County Employee Benefit Plan. There shall be no liability on the part of the County for any insurance premium for an employee or employees who are on layoff or non-paid leave of absence status beyond the month immediately following the month in which such layoff or leave of absence commences. The County reserves the right to select or change all insurance carriers provided the level of benefits set forth in this Section remains substantially the same. Effective January 1, 1998, employees shall pay a monthly premium of 6% of the premium paid by the County. Employees selecting the health insurance benefit that was in effect at 12/31/96 will also be required to pay an additional premium equal to the difference between the current premium for 12/31/96 plan and the current premium for the CMM100 plan. The County is willing to adjust current coverage to minimize premium differentials, with Union approval. Employee payments shall be made by payroll deductions.
- b) Health Insurance Alternative. Effective August 1, 1997, in the event a full-time employee is covered with hospitalization from a source other than the County, and chooses not to enroll in the County's insurance program, he/she may receive a monthly payment from the County of \$100.00 for person's eligible for single health insurance and \$200.00 for person's eligible for multiple person health insurance.

- c) Part-time Employees. Part-time employees will be allowed to participate in the County's health insurance up to an amount equivalent to that which is provided to full-time employees, subject to the same limitations expressed in Section 18.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.
- d) The County reserves the right to adopt these changes in its health insurance program:
 - 1. Current Base-Major Medical (Blue Cross Structure) modified by:
 - a) Mandatory Cost Containment:
 - (i) Pre-admission certification.
 - (ii) Outpatient testing.
 - (iii) Second opinions for elective surgery.
 - (iv) Reasonable penalties for failure to follow the cost containment program.
 - b) Lab and x-ray charges to major medical with \$100 annual deductible and 90/10% co-pay thereafter.
 - c) Prescription rider changed to \$7.00 co-pay.
 - d) No-fault auto coordination. (No-fault insurance is primary carrier for auto-related injuries. Group plan is secondary.)
 - e) The dental/vision insurance accounts placed in effect on January 1, 1995, will remain in effect until December 31, 1997. Those accounts will be discontinued for persons electing the CMM100 health benefit plan and for those opting out of health insurance coverage and the remaining balance will be forfeited. For those persons electing the 12/31/96 health benefit plan, the dental/vision insurance accounts will remain in effect. On January 1 each year, the County shall credit to the account of each employee one hundred fifty dollars (\$150.00). This amount may be used by the employee for reimbursement of dental/optical expenses for the employee, his/her current spouse and the employee's children under the age of nineteen (19). A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the dentist/optometrist performing the service. Such statement shall specify the services performed and the date of the service including the amount. The amount credited to the employee's dental/optical account shall be forfeited upon termination of the employee. Unexpended dental/optical reimbursement will be carried over from year to year up to a maximum amount of six hundred dollars (\$600.00).
 - f) Effective January 1, 1998, the County will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees selecting the CMM100 plan or the health insurance alternative will be given the following options under the plan:

1. Employee paid medical premiums will be paid pre-tax.
2. Employees can make voluntary contributions to the plan for medical reimbursement purposes up to \$1,500.00 per year.
3. Employees can make voluntary contributions to the plan for dependent care expenses up to \$5,000.00 depending on the employees tax filing status.
4. The County will deposit into the accounts of eligible participants \$250.00 for persons eligible for single health insurance coverage and \$350.00 for persons eligible for multiple person health insurance coverage. Deposits in the initial year of hire or eligibility will have contributions prorated based on the date of hire.

Section 18.3 Medical Examinations.

As a condition of continued receipt of benefits, the County, at its expense, may require the employee to submit to a medical examination in order to verify the employee's ability to return to full-time work. The County, upon request, will provide testing and the hepatitis vaccination series to the employees of this bargaining unit. If this is not a covered benefit of the employees health insurance plan, the County shall fund this cost.

Section 18.4 Other Insurance.

Should the County be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the County under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the County not be obligated to provide double coverage and to escape such double payment. The County shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided, the governmentally-sponsored programs has benefits to equal the insurance program in this Agreement.

Section 18.5 Discontinued Insurance Coverage.

All insurance benefits other than health insurance benefits as described in Section 18.2(a) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his/her employment with the Court.

Section 18.6 Disability Insurance

During the term of this Agreement, the County will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by the County, the retirement plan with the County, and any other group disability income plan. Benefits shall not exceed a maximum of sixty dollars (\$60.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

RETIREMENT

Section 19.1 Pension Plan.

- a) The Employer agrees to provide retirement benefits in accordance with the Montcalm County Retirement Plan in effect on the effective date of this Agreement. All full-time regular employees shall participate in such plan. Employees will be required to make a contribution to the plan in accordance with the following table:

<u>Effective Date</u>	<u>Percentage of Compensation</u>
July 6, 1997	4.5%
First Day of First Full Pay Period of 1998	4.0%
First Day of First Full Pay Period of 1999	3.5%

Effective July 6, 1997, or as soon thereafter as possible, the Employer will adopt a 'pick up' option on employee pension contributions. This has the effect of making employee contributions pre-tax for federal and state income tax. Social security and medicare taxes are still paid after-tax. Such continued contributions shall be withheld from the employees' pay.

- b) Employees who retire under the Employer-provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Administrative Office.

LONGEVITY

Section 20.1 Longevity Benefits.

Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule:

Length of Continuous Service	Annual Longevity
5-9 years	\$200.00
10-14 years	\$300.00
15-19 years	\$400.00
20 years or more	\$500.00

Section 20.2 Longevity Payments.

Payments in the specified amounts shall be made within two (2) weeks following their anniversary date of hire in accordance with the schedule in Section 20.1. Longevity payments shall be paid in a check separate from bi-weekly payroll.

Section 20.3 Longevity Eligibility.

Only those employees as described in Section 20.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning January 1, 1992, those employees employed with the County as of December 31, 1986, will receive longevity pay within two (2) weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 20.1.

MISCELLANEOUS

Section 21.1 Savings Clause.

Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

Section 21.2 Gender.

Reference to the male gender shall apply equally to the female gender and vice versa.

Section 21.3 Snow Days.

Employees shall not suffer loss of time or pay if County offices are closed due to inclement weather conditions, or a state of emergency is declared by State or Federal authorities due to adverse weather conditions in the area of the employee's residence.

Section 21.4 Change in Personal Status.

Insofar as possible, employees shall notify the Judge of any change of name, address, marital status or number of dependents promptly within seven (7) days after such change has been made.

Section 21.5 Termination of Employment.

Employees shall have the responsibility of turning in all equipment and property at termination of employment.

Section 21.6 Safety.

Under no circumstances will an employee be required or assigned to engage in activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulations relating to safety of person or equipment. An employee who performs two (2) hours of continuous work on a VDT (Video Display Terminal) shall be allowed to perform other job task not related to VDT use for a period of twenty (20) minutes twice daily.

Section 21.7 Supplemental Employment.

An employee may engage in supplemental employment, provided however, that it does not result in a conflict of interest situation and provided further that such supplemental employment does not interfere or conflict with the employee's regular duties, including overtime and emergency call-out times.

Section 21.8 Appendices.

Appendices A and B attached hereto are incorporated herein and made a part of this Agreement. Wage rates shall become effective the first pay period on or after the date indicated in the appendices.

Section 21.9 Waiver.

- a) It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
- c) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargaining collectively 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.

Section 21.10 A.D.A. Waiver.

Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Union's compliance efforts, including reasonable accommodation, with the Federal American Disabilities Act.

Section 21.11 Mileage Reimbursement.

Employees who use their personal vehicle in the performance of authorized County business will be reimbursed for their mileage by an amount equal to that received by the Montcalm County Commissioners. Travel costs of going to and from work for normally scheduled work shall not be reimbursed. Reimbursement shall be requested on a County expense voucher within ten (10) days of the performance of the authorized County business giving rise to the right of reimbursement.

APPENDIX A

WAGES AND CLASSIFICATIONS

DISTRICT COURT

	New Hires	Six Month	One Year	Two Years	Three Years
January 1, 1997*					
Deputy Clerk I	8.21	9.11	9.82	10.26	11.01
Deputy Clerk II	9.89	10.50	11.06	11.66	12.24
Probation Officer	11.64	12.09	13.33	13.84	14.81
January 1, 1998					
Deputy Clerk I	8.46	9.44	10.11	10.57	11.34
Deputy Clerk II	10.19	10.82	11.39	12.01	12.61
Probation Officer	11.99	12.45	13.73	14.26	15.25
January 1, 1999					
Deputy Clerk I	8.71	9.72	10.41	10.89	11.68
Deputy Clerk II	10.50	11.14	11.73	12.37	12.99
Probation Officer	12.35	12.82	14.14	14.69	15.71

* Retroactive pay applicable only to those employees who are actively employed as of the effective date of this Agreement.

APPENDIX B

LETTER OF AGREEMENT

Subject: Pension Plan Meetings

Date: 8/1/94

During the term of this Agreement, the Union's collective bargaining committee and the County's pension committee shall have a meeting for the purpose of sharing information regarding the pension plan.

IN WITNESS WHEREOF, the parties set their hands this 1 day of August, 1994.

MONTCALM COUNTY 64B DISTRICT
COURT EMPLOYEES CHAPTER OF
LOCAL NO. 3067, affiliated
with A.F.S.C.M.E., COUNCIL 25,
AFL-CIO

MONTCALM COUNTY
DISTRICT COURT








