

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

COURT HOURLY EMPLOYEE'S ASSOCIATION - RATIFY 2004/2006 AGREEMENT

BE IT RESOLVED that the Allegan County Board of Commissioners hereby ratifies the labor agreement between Allegan County and the Court Hourly Employee's Association, for the period January 1, 2004 through December 31, 2006, as attached; and

BE IT FURTHER RESOLVED that the Budget and Finance Director is authorized to make the appropriate budget adjustments from Contingencies for this matter.

Moved by Commissioner DeJonge, seconded by Commissioner DeYoung to approve the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

ATTEST, A TRUE COPY

 _____, Clerk-Register

APPROVED: May 27, 2004

cc: Admin. - Finance - Human Resource - Court Hourly Employee's Association (thru HR)

**Collective Bargaining Agreement
Between
The Courts of Allegan,
And
Court Hourly Employee's
Association
January 1, 2004
Through
December 31, 2006**



Index

| | |
|--|----|
| AGREEMENT | 3 |
| PREAMBLE | 3 |
| Section 1.1. Collective Bargaining Unit | 4 |
| ARTICLE 2 ASSOCIATION REPRESENTATION | 5 |
| Section 2.1. Bargaining Committee | 5 |
| Section 2.2. Representation | 5 |
| ARTICLE 3 EMPLOYER'S RIGHTS | 6 |
| Section 3.1. Management's Reserved Rights. | 6 |
| ARTICLE 4 GRIEVANCE PROCEDURE | 7 |
| Section 4.1. Definitions. | 7 |
| Section 4.2. Grievance Procedure. | 7 |
| Section 4.3. Expedited Grievance | 7 |
| Section 4.4. Grievance Resolution | 8 |
| Section 4.5. Time Limitations | 8 |
| Section 4.6. Lost Time | 8 |
| ARTICLE 5 SENIORITY | 9 |
| Section 5.1. Seniority Definition | 9 |
| Section 5.2. Introductory Period | 9 |
| Section 5.3. Loss of Seniority | 9 |
| Section 5.4. Layoff and Recall | 9 |
| Section 5.5. State or Federal Funded Positions | 10 |
| Section 5.6. Notice of Layoff and Recall | 10 |
| Section 5.7. Temporary Transfers | 10 |
| Section 5.8. Vacancies and Posting | 10 |
| ARTICLE 6 LEAVES OF ABSENCE | 12 |
| Section 6.1. General | 12 |
| Section 6.2. Personal Leave | 12 |
| Section 6.3. Family Medical Leave Act | 12 |
| Section 6.4. FMLA Rights | 12 |
| Section 6.5. Military Leave | 14 |
| Section 6.6. Jury Duty Leave | 15 |
| ARTICLE 7 HOLIDAYS | 16 |
| Section 7.1. Recognized Holidays | 16 |
| Section 7.2. Eligibility | 16 |
| Section 7.3. Holiday Pay | 16 |
| Section 7.4. Premium Pay | 16 |
| ARTICLE 8 PAID TIME OFF | 17 |
| Section 8.1. Advance of Paid Time Off (PTO) | 17 |
| Section 8.2. Accrued Rate | 17 |
| Section 8.3. Introductory Period | 17 |
| Section 8.4. Separation | 17 |
| Section 8.5. Holidays | 18 |
| Section 8.6. Leave of Absence | 18 |
| Section 8.7. Accumulation of Paid Time Off (PTO) Hours | 18 |
| Section 8.8. Paid Time Off Schedules | 18 |
| Section 8.9. Regular Part-Time Employees | 18 |
| Section 8.10. Seniority Preference for PTO Requests | 18 |
| Section 8.11. Bereavement Leave | 18 |

| | |
|---|---------|
| ARTICLE 9 LONGEVITY PAY | 20 |
| Section 9 1. Longevity Benefit | 20 |
| Section 9 2. Longevity Eligibility | 20 |
| Section 9.3. New Hires | 20 |
| ARTICLE 10 PENSION | 21 |
| Section 10.1. Pension Plan | 21 |
| Section 10.2. Defined Benefit Plan | 21 |
| Section 10.3. Defined Contribution Plan | 21 |
| ARTICLE 11 INSURANCE | 23 |
| Section 11.1. Medical Insurance | 23 |
| Section 11.2. Wellness Benefits | 23 |
| Section 11.3. Incentive to Opt Out | 23 |
| Section 11.4. General Provisions | 23 |
| Section 11.5. Health Care Cost Containment | 24 |
| Section 11.6. Insurance Carrier | 25 |
| Section 11.7. Insurance Premiums | 25 |
| Section 11.8. Life Insurance | 25 |
| Section 11.9. Disability Insurance | 26 |
| ARTICLE 12 GENERAL | 27 |
| Section 12.1. Supervisor's Working | 27 |
| Section 12.2. Subcontracting | 27 |
| Section 12 3. Solicitation | 27 |
| Section 12.4. Rules of Conduct and Work Rules | 27 |
| Section 12.5 Severability | 27 |
| Section 12.6. Mileage | 27 |
| Section 12.7. Waiver | 27 |
| Section 12 8. Written Amendment | 28 |
| Section 12.9. Captions and Gender | 28 |
| Section 12.10. No Discrimination | 28 |
| Section 12.11. A.D.A. Waiver | 28 |
| Section 12.12. No Strike and Lockout | 28 |
| Section 12.13. Penalty | 28 |
| Section 12.14. Past Practices | 28 |
| Section 12.15. Tuition Reimbursement | 29 |
| ARTICLE 13 HOURS AND WAGES | 30 |
| Section 13.1 Compensation | 30 |
| Section 13.2. Work Day and Work-Week | 30 |
| Section 13.3. Rest Periods | 30 |
| Section 13.4. Premium Overtime Pay | 30 |
| Section 13.5. Compensatory Time | 31 |
| Section 13 6 Reporting | 31 |
| Section 13 7. Leaving the Premises | 31 |
| Section 13.8. Medical Examination | 31 |
| Section 13.9 Weather Related County Building Closure, Youth Home/CTC Compensation | 31 |
| ARTICLE 14 VALIDITY | 32 |
| Section 14.1. Validity | 32 |
| ARTICLE 15 DURATION OF AGREEMENT | 33 |
| Section 15.1. Term of Agreement | 33 |
| WAGE TABLES | 34 & 35 |

AGREEMENT

This AGREEMENT, effective January 1, 2004, and entered into as of the 27th day of May 2004, by and between the 48th CIRCUIT COURT and 57th DISTRICT COURT, COUNTY CLERK, COURT EMPLOYEES ASSOCIATION, and the 48th CIRCUIT COURT and 57th DISTRICT COURT, COUNTY CLERK, and PROBATE COURT, hereinafter referred to as the Employer.

PREAMBLE

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of Employees of the Courts covered by this Agreement, and that all such understandings be written to be mutually binding.

The Agreements concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all Employee benefits for those Employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Courts without limit or exception including but not limited to County Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Booklets. All Employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Association.

ARTICLE 1
RECOGNITION

Section 1.1. Collective Bargaining Unit

The Employer recognizes the 48th Circuit Court, County Clerk, Probate Court and 57th District Court Employees' Association as the exclusive bargaining representative for all non-salaried and classified employees of the Employer working in the 48th Circuit Court, for the purpose of active bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

The Employer recognizes the 48th Circuit Court, County Clerk, Probate Court and 57th District Court Employees' Association as the exclusive bargaining representative for all non salaried and classified employees of the Employer working in the 57th District Court, for the purposes of active bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

The employer recognizes the 48th Circuit Court, County Clerk, Probate Court and 57th District Court Employees' Association as the exclusive bargaining representative for non salaried classified employees of the employer working in the Probate Court for purposes of active bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

The employer recognizes the 48th Circuit Court, County Clerk, Probate Court and 57th District Court Employees' Association as the exclusive bargaining representative for non salaried classified employees of the employer working in the County Clerk's Office for purposes of active bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Effective January 1, 2004, the following positions shall be removed from this association as they are classified as supervisors under PERA and are prohibited from being in the same unit due to this status: Financial Coordinator, Director of Community/Wraparound Services, Director of Family Division Probation, Cheever Treatment Center Director, Chief Deputy District Court Clerk, Chief Assignment Clerk, Deputy Friend of the Court, Food Service Supervisor, Team Leader, and Child Care Worker Supervisor.

ARTICLE 2
ASSOCIATION REPRESENTATION

Section 2.1. Bargaining Committee

1. For purposes of collective bargaining, 48th Circuit Court, County Clerk, Probate Court and 57th District Court Employees' Association shall be represented by a bargaining committee consisting of not more than two (2) bargaining unit employees per division.
2. Employee representative elections shall take place yearly within sixty (60) days following contract ratification or before March 1st in the case of a multi-year contract.

Section 2.2. Representation

1. In the administration of this Agreement, bargaining unit employees in each court may be represented by the respective Association Employee Representative.
2. As used in this Agreement, the term "Employee Representative" shall mean a bargaining unit employee designated by one of the Associations. The Employer shall be notified in writing of the names and departments in which the Employee Representatives have jurisdiction before they shall function as employee representatives.
3. In the event an Employee Representative is absent and unavailable, the Association may appoint an alternate employee representative who may serve in the Employee Representative's absence, after notifying the Employer in writing of the name of the alternate.

ARTICLE 3
EMPLOYER'S RIGHTS

Section 3.1. Management's Reserved Rights.

1. The Association acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer.
2. The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline and discharge layoff and recall personnel, to establish work rules and regulations and penalties for violations thereof; to make judgments as to ability and skill; to provide and assign relief personnel. To the extent of express provisions in this Agreement, these rights shall be subject to the grievance procedure provided therein.
3. The Employer retains the sole right to discipline and discharge Employees provided that in the exercise of this right it will not act in violation of the terms of this Agreement.
4. In the event any discipline is imposed against any Employee because of an infraction of Employer work rules, neither the Association nor the Employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
5. Should any Employee be disciplined for causes not covered by the aforesaid work rules, then the Association and/or Employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4.1. Definitions.

1. **Definition of Grievance.** A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
2. **Definition of Day.** For all purposes in this Article any reference to the word "day" shall be interpreted to mean "work day".

Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One Oral Procedure. An Employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to his/her Supervisor within five (5) days after the occurrence of the events upon which the complaint is based or the grievant's knowledge thereof. The Supervisor and the Grievant shall discuss the matter in an attempt to reach satisfactory resolution, but the Supervisor shall give an oral answer to the complaint within three (3) days after receipt of the oral complaint. The Association Representative or alternate may be present if desired.

Step Two Written Procedure. If the complaint is not satisfactorily settled, an Employee may advance the complaint by reducing it to a written grievance and submitting it to the Court Administrator/County Clerk within five (5) days from the day after receiving the employers oral answer. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated and place his/her signature thereon. The Court Administrator/County Clerk shall place his/her answer on the grievance form and return it to the Employee within five (5) days after receipt of the written grievance.

Step Three. Review by Chief Judge If the grievance is not satisfactorily settled in Step Two, an Employee or the Association Representative may advance the grievance by submitting the written grievance to the Chief Judge within five (5) days after receipt of the Court Administrator's/County Clerk written answer. The Chief Judge and the Association Representative or alternate shall discuss the grievance in an attempt to reach a settlement, but the Chief Judge shall give his/her written answer within five (5) days after receipt of the grievance.

Section 4.3. Expedited Grievance. Any grievance concerning the discharge or suspension of five (5) days or more of an Employee or a policy matter concerning the entire bargaining unit may be initiated at the Third Step of the grievance procedure during the term of this Agreement. Policy grievances may be filed by the Association Representative or alternate.

Section 4.4. Grievance Resolution. Prior to the resolution of any grievance that will have a financial impact on the local funding unit, the Chief Judge of the respective court may consult with the Human Resource Director before rendering a final decision on the grievance. The County Human Resource Department shall be provided with a copy of all resolutions of grievances that are reduced to writing.

Section 4.5. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties and Employees. If the time procedure is not followed by the Association or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step upon notice from the Association. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

Section 4.6. Lost Time. The Employer agrees to pay for all reasonable time lost by an Employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the Employee's straight time regular rate of pay.

ARTICLE 5
SENIORITY

Section 5.1. Seniority Definition. Seniority shall be defined as the length of the Employee's continuous service within the bargaining unit commencing from her/his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. The Judge's Confidential Secretary and District Court Bailiffs shall be excluded from this section.

Section 5.2. Introductory Period. All new Employees shall be considered introductory Employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During the introductory period, an Employee shall be considered in an introductory employee status, and, as such, she/he may be laid off or terminated by the Employer and such action shall not be subject to the grievance procedure provided in this Agreement. The introductory period shall be extended by the length of an Employee's absence if the Employee is absent in excess of fourteen (14) days during her/his introductory period.

Section 5.3. Loss of Seniority. An Employee's seniority with the Court shall terminate for the following reasons:

- (a) She/he quits or resigns.
- (b) She/he is discharged.
- (c) She/he retires in accordance with the County's retirement plan.
- (d) A settlement with the employee has been made for total disability, or
- (e) The Employee is laid off for a continuous period exceeding the length of such Employee's employment of twelve (12) calendar months, whichever occurs sooner.

Section 5.4. Layoff and Recall. A reduction and recall in the work force shall be accomplished in the following manner:

- (a) **Layoff Procedure.** The first Employee to be laid off shall be the Employee with the least seniority in the classification and Court affected, provided however, that the more senior Employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and Court shall be accomplished by the inverse order of the Employee's seniority, provided that the remaining Employees with greater seniority in the classification have the experience, necessary training and present ability to perform the required work.
- (b) An Employee laid off from her/his classification may replace an Employee with less seniority in another classification within the Court, provided however, that the Employee has the experience, necessary training and present ability to perform the required work as outlined in the essential functions of the position description.

- 1) An Employee so transferred shall receive the rate of the classification into which she/he bumps at her/his existing pay step.
- (c) **Recall Procedure.** Employees who are laid off from work shall be recalled to their classification in order of their seniority when the work force is to be increased, provided that the Employee has the experience, necessary training and present ability to perform the required work. An Employee who has exercised her/his seniority by bumping another Employee shall return to her/his classification upon recall to that classification.
- (d) Full-time Employees shall have preference over regular part-time Employees.

Section 5.5. State or Federal Funded Positions. The Association acknowledges that occasionally positions are established under State or Federal Grants and if such programs are curtailed or eliminated, new Employees hired for and occupying these positions may be terminated from the Court notwithstanding the layoff and recall procedure provided in this Agreement. The Court will advise the Employee of the work to be performed, the hourly rate of pay, the benefit schedule, the work schedule and the length of the grant.

Section 5.6. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner:

- (a) **Layoff Notice.** The Employer agrees to notify in writing an Employee who is to be laid off at least five (5) calendar days in advance of such layoff unless circumstances are such that said notice is not possible.
- (b) **Recall Notice.** Employees who are to be recalled from layoff shall be given advance notice of five (5) calendar days. Such notice may be given verbally, if possible, but in any event, written notice shall be sent to the Employee at the address on file with the Employer. It is the sole responsibility of the Employee to keep on file with the Employer her/his current address and telephone number.

Section 5.7. Temporary Transfers. The Employer reserves the right to temporarily transfer an Employee to another classification or work assignment when additional manpower is needed. The Employee shall not suffer a reduction in wages or hours as a result of such transfer. If the Employee remains temporarily transferred in excess of twenty (20) consecutive days and the position to which she/he is temporarily transferred is a higher rated classification, then commencing on the twenty-first (21st) day, the Employee shall receive the higher rate for the remainder of the period temporarily transferred.

Section 5.8. Vacancies and Posting. When a vacancy occurs or a new position is created within the bargaining unit, which is to be filled, notice of such positions shall be given to all members of the bargaining unit by posting for five days. Employees in the particular court where the position is situated shall be given first opportunity for a transfer or promotion. If the position is not filled by an employee from within the particular court where the position is situated, employees from other locations in the bargaining unit will be given next consideration. The employer shall consider the applicant's work records, training, experience and present ability to meet the requirements of the qualifications of the position. If no internal candidate is selected, the position shall be offered externally. The Association

acknowledges and agreed that the final decision of filling the position shall be at the discretion of the appropriate Chief Judge, if the county Board of Commissions has approved funding for the position.

ARTICLE 6
LEAVES OF ABSENCE

Section 6.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and the Association recognize the following types of leave: personal leave, leaves under the Family Medical Leave Act, military leave, and jury duty leave. The following subsections apply to all leaves except the Family Medical Leave Act, Military Leave Act and jury duty leave.

- (a) In no event shall the duration of any leave exceed twelve (12) calendar months.
- (b) All leave requests shall state the exact date on which the leave begins and the exact date on which the Employee is to return to work.
- (c) If an Employee obtains a leave of absence for a reason other than stated at the time the request is made, the Employee may be terminated from Court employment without recourse.
- (d) Failure to return to work on the exact date scheduled may be cause for termination of Court employment at the sole discretion of the Employer.
- (e) Employees shall not accept employment while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on leave may result in termination of Court employment unless approved in advance in writing by the employer.

Section 6.2. Personal Leave. The Employer may grant a leave of absence for personal reasons not to exceed twelve (12) calendar months without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Employer upon written request which includes the reason for such leave. Only bargaining unit employees who have worked continuously for the Employer for one (1) year or more shall be eligible for personal leave.

Section 6.3. Family Medical Leave Act. The Court and the Association agree to all the terms and conditions of the Policy and Procedures for Association Employees regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Court Personnel Manual, which is issued to employees in the Association bargaining unit. It is understood that any provisions of this Agreement which do not comply with the provisions of the FMLA are null and void. Leaves requested due to illness must be accompanied by a physician's certification that the Employee is unable to work and the reason therefore.

Section 6.4. FMLA Rights.

- (a) **Policy.** This is in addition to the existing leave of absence policy and implements requirements of the Family and Medical Leave Act of 1993 (FMLA) and regulations (29 C.F.R. §825).
 - 1) This Policy is not all-inclusive. It highlights the provisions of the FMLA and implementing regulations. If there is any inconsistency

between this Policy and FMLA or the implementing regulations, FMLA and its regulations will control.

- (b) **Eligibility.** Employees are entitled to up to twelve (12) weeks unpaid job protected leave for certain family and medical reasons if they have worked for at least one (1) year and for 1,250 hours over the previous twelve (12) months.
- (c) **Reasons For Taking FMLA Leave.**
 - 1) To care for the Employee's child after birth or adoption of child or foster care of child, or
 - 2) To care for the Employee's spouse, son, daughter or parent who has a serious health condition, or
 - 3) For a serious health condition that makes the Employee unable to perform the essential functions of the Employee's position.
- (d) **Advance Notice by Employee.** An Employee is required to provide advance notice of leave and medical certification if FMLA leave be desired.
 - 1) An FMLA leave may be denied if the notice and certification requirements are not met.
 - 2) An Employee must ordinarily provide thirty (30) days advance notice when the leave is "foreseeable".
 - 3) If thirty (30) days notice is not practical taking into account all of the facts and circumstances in the individual case, then notice must be given within one (1) or two (2) business days of when the need for leave becomes known to the Employee.
 - 4) Leave requests must be in writing where practical, must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached.
- (e) **Medical Treatment.** Medical treatment must be scheduled so as to minimize loss of work time. Employee should discuss with the employer/supervisor about a convenient treatment schedule.
- (f) **Restoration to Position.** An Employee will be returned to their original or an equivalent position upon return from FMLA leave.
- (g) **Use of Paid Time.** Paid time off must be used for FMLA leave time before unpaid time is used with the exception that an employee may reserve up to twenty-six (26) hours of PTO to be applied to maintain those benefits referred to in Section 11.8 after expiration of FMLA.
- (h) **Attendance Rules.** Absences permitted by the FMLA will not be counted under the attendance policy as absence incidents.

- (i) **FMLA Entitlement.** Paid and unpaid leave pursuant to the FMLA will be counted against the Employee's FMLA entitlement.
- (j) **Medical Certification.** An Employee must furnish to the Court Administrator/County Clerk medical certification of necessity for the leave within fifteen (15) days after a written request for the certification. If medical certification is incomplete, the Employee will be provided a reasonable opportunity to cure the deficiency. In the case of foreseeable leave, failure to provide medical certification will cause the leave to be denied until the required certification is provided.
- (k) **Job Benefits.** For the duration of FMLA leave, group health insurance coverage will be maintained.
 - 1) An Employee who has an obligation to pay part of the health care premiums at time of the FMLA leave must make provisions with the Human Resource Department to continue the payments during such FMLA leave.
 - 2) If an Employee on an FMLA leave decides not to return to work, the Court/County is entitled to recover its share of health plan premiums during the period of FMLA leave, subject to circumstances beyond the Employees control.
- (l) **Fitness for Duty.** Upon return to work, an Employee will be required to submit a fitness for duty certificate on the same basis as exists under current return from medical absences.
- (m) **Key Employee.** A "Key Employee" will be so advised at the time a FMLA leave is requested. Upon determination that substantial and grievous economic injury to the Court's operations will occur, we may deny reinstatement of a key Employee.
- (n) **Human Resource Department.** Will provide an Employee requesting FMLA leave with written notice detailing the specific expectations and obligations of the Employee and explaining any consequences of a failure to meet these obligations.
 - 1) Will provide an Employee with a copy of the FMLA Fact Sheet.
 - 2) Will provide an Employee with requisite forms for medical certification.
 - 3) Will answer questions regarding FMLA rights, duties and obligations of the Employee and the Court.

Section 6.5. Military Leave. An Employee on the seniority list inducted into the armed forces of the United States within the meaning of the Uniform Services Employment and Re-Employment Rights Act of 1994, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes

his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such Employee's seniority, at the then current rate for such work, provided such Employee has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's doctor, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date such Employee is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.

Section 6.6. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an Employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an Employee who is subpoenaed as a witness in a case in which the Employee is not a party and which subpoena is received as a result of his or her work for the Court. The Employer's obligation to pay an Employee for performance of jury duty under this Section is up to a maximum of thirty (30) days in any calendar year.

ARTICLE 7 **HOLIDAYS**

Section 7.1. Recognized Holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day shall be recognized as holidays and the Employer shall not normally schedule work on those days.

When a recognized holiday falls on Saturday, a full day off will be granted on Friday. When Christmas Eve or New Year's Eve falls on a Friday a full day off will be granted on Thursday. When Christmas Eve or New Year's Eve falls on Sunday a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday, a full day off will be granted on Monday.

Section 7.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a regular, full-time Employee or a regular part-time Employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the Employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) unless excused by the Department Head.

Section 7.3. Holiday Pay. Holiday pay will be paid as follows: Regular Full-time Employees working eighty (80) hours per pay period will receive pay for an observed holiday at a rate of eight (8) hours of straight time pay. Regular part-time Employees will receive pay for an observed holiday only if they are normally scheduled to work that day and only for the hours they would have worked. No holiday for which an Employee is paid during which that Employee did not work shall be considered or treated for any purpose under this Agreement as time actually worked by such Employee. Holiday pay is not considered "work" time. Holiday pay will not be received during leaves of absence.

Section 7.4. Premium Pay. Employees who actually work the holiday shall be paid holiday pay, plus time and one-half for hours actually worked.

ARTICLE 8
PAID TIME OFF

Section 8.1. Advance of Paid Time Off (PTO). On the first day of the first pay period (See Appendix 8.1), each full-time Employee will be credited with an advance of eighty (80) hours of paid time off. On the first day of the first pay period (See Appendix 8.1), each regular part-time employee will be credited with an advance of fifty-two (52) hours of paid time off. An Employee who is hired after the first day of the first pay period, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the Employee's hire date must be before the fifteenth (15th) of any month in which PTO hours may be awarded. If a full time employee terminates his/her employment at anytime during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of 3.08 hours per pay period. If a part time employee terminates his/her employment at anytime during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of 2 hours per pay period.

Section 8.2. Accrued Rate. Each full-time Employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

| | |
|-----------------------------------|---------------------------|
| During the 1 st year - | 1.54 hours per pay period |
| 2 nd year - | 3.08 hours per pay period |
| 3 rd year - | 3.39 hours per pay period |
| 4 th year - | 3.70 hours per pay period |
| 5 th year - | 4.00 hours per pay period |
| 6 th year - | 4.31 hours per pay period |
| 7 th year - | 4.62 hours per pay period |
| 8 th year - | 4.93 hours per pay period |
| 9 th year - | 5.23 hours per pay period |
| 10 th year - | 5.54 hours per pay period |
| 11 th year - | 5.85 hours per pay period |
| 12 th year - | 6.16 hours per pay period |

The preceding will be based on a calendar/fiscal year in which there shall be twenty-six (26) pay periods.

Section 8.3 Introductory Period. Paid time off shall be permitted during an Employee's first six (6) months of service.

Section 8.4 Separation. Upon separation from Court/Clerk employment, an Employee shall be compensated for one-half of any unused accumulated paid time off, up to a maximum one-half (1/2) of two hundred eighty (280) hours in 2004, and up to three hundred twenty (320) hours in 2005 and thereafter. Upon retirement, this dollar amount will count toward the Employee's final average compensation. Terminal paid time off shall not be added to an Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working day.

Section 8.5. Holidays. If a holiday, as defined in Section 12.1 of this agreement, falls within an Employee's PTO period, it shall not be counted as a PTO day unless the Employee was scheduled to work on the holiday.

Section 8.6 Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence, or beyond the 12-week period of a FMLA leave (PTO will accrue during approved FMLA leaves).

Section 8.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to two hundred forty hours (240). Annually, Employees must use or lose one-half (1/2) of each year's earned PTO hours. If, at the end of a calendar/fiscal (26 pay periods) year, an Employee has hours in excess of two hundred forty hours (240) of unused PTO time accumulated, the Employee shall be compensated for one-half (1/2) of these hours no later than February of the succeeding calendar year. When an Employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the next pay period. The cap will increase to 280 hours January 2004. The cap will increase to 320 hours January 2005 and remain at that level thereafter.

Section 8.8 Paid Time Off Schedules. The Court Administrator/County Clerk shall determine the number of Employees who can be excused from the Court for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of each Court Administrator/County Clerk to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-quarter (1/4) hour or more from the PTO bank with approval of the Court Administrator/County Clerk.

Section 8.9 Regular Part-Time Employees. Regular part-time employees working twenty (20) hours or more per week shall earn paid time off proportionate to the hours worked (i.e., 40 hours worked per pay period is one-half (1/2) the paid time off earned).

Section 8.10 Seniority Preference for PTO Requests. If two (2) or more Employees request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off prior to April 1 of the year, preference shall be given to the Employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event an Employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the Employees with the greater amount of seniority.

Section 8.11 Bereavement Leave

a. When the death of a member's immediate family, current spouse child, brother, sister, parent(s), step-parent(s), step-child, grandparent(s), grandchild(ren), parent(s) in-law, daughter/son in-law, sister/brother in-law, the employee, on request, will be excused for up to three (3) scheduled working days, provided the employee attends the funeral(s)/service. If an employee requests the use of PTO time to lengthen Bereavement leave, the employer shall approve the use of up to three additional days without question. Bereavement leave is not chargeable to PTO unless it extends beyond

three working days. If an employee does not have any PTO time available the employee may request up to three (3) additional days without pay, which the employer shall approve without question. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

b. An employee excused from work under this Section shall, after making notification to his/her Department Head, receive the amount of wages, exclusive of shift or any other premiums, that such employee would have earned by working during straight time hours on such scheduled days of work for which such employee was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

c. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.

d. In any single calendar year, no employee shall receive more than twelve (12) total days of bereavement pay as heretofore set forth.

ARTICLE 9
LONGEVITY PAY

Section 9.1. Longevity Benefit. Employees who have completed five (5) or more years of continuous employment with the County shall receive longevity pay in December of each year according to the following scale:

| | |
|---------------------|-------|
| 5 through 7 years | \$300 |
| 8 through 11 years | \$350 |
| 12 through 19 years | \$400 |
| 20 or more years | \$450 |

Section 9.2. Longevity Eligibility. For the purpose of determining longevity pay, only a recognized bargaining unit Employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An Employee who works an annual average of less than sixty (60) hours shall receive a pro-rata longevity benefit. An Employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay.

Section 9.3. New Hires. Persons who become employed, after 12/18/2000 receive longevity in December of each year according to the following scale:

| | |
|---------------------------|-------|
| 10 years through 15 years | \$300 |
| 16 years through 20 years | \$350 |
| 21 years or more | \$400 |

ARTICLE 10
PENSION

Section 10.1. Pension Plan. Employees who are participants in the Municipal Employees Retirement System shall receive benefits under the B-2 Defined Benefit Plan.

Section 10.2. Defined Benefit Plan. Employees who continued their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible Employee shall be vested following the completion of six (6) years of continuous employment. Employees who remain in the defined benefit plan who desire to improve the pension benefit may propose those changes after requesting and paying for the cost of an actuarial study. Allegan County will consider changes based on overall plan design, employee contribution cost, and potential for future costs.

Section 10.3. Defined Contribution Plan. Employees hired after the effective date of the plan (January 1, 1999) must be enrolled into the MERS Defined Contribution Plan. The Employer shall contribute a fixed amount of four percent (4.0%) of an eligible employee's gross wages toward the defined contribution plan. Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall match, on behalf of each Employee, up to two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed up to two percent (2%) of earnings. Contribution rates will occur in whole percentage amounts only (i.e. 0%, 1% or 2%).

- (a) **Vesting.** The Defined Contribution Plan shall have graduated vesting based upon the following vesting schedule:

| <i>Years of Service</i> | <i>Specified Percent Vesting</i> |
|-------------------------|----------------------------------|
| One | 10% |
| Two | 20% |
| Three | 40% |
| Four | 60% |
| Five | 80% |
| Six | 100% |

- (b) **Permissible Loans.** Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

1. One (1) loan per Employee per calendar year.
2. Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
3. Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employees vested benefits.
4. Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.

5. Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
6. If an Employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the Employee's termination date.

ARTICLE 11 INSURANCE

Section 11.1. Medical/Dental/Vision Insurance. The Employer shall pay 90% of the premium and the employee shall pay 10% of the premium required for the Allegan County Medical/Dental/Vision Plan for the employee, spouse, and children (one person, two person, and family) with the following benefit options. Full time employees hired prior to January 1, 1993, will remain grandfathered to a payment of 5% of the insurance premium through December 31, 2004. Effective January 1, 2005, the grandfathered employees will increase to a payment at 10% of the premium. Benefit options to be implemented as soon as possible following ratification of this agreement.

Traditional Plan: The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and the basic deductible will be \$150 per member and \$300 per family.

PPO Plan: The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and a \$20 co-pay for doctor office visits.

POS Plan: The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and a \$20 co-pay for doctor office visits.

Hearing care is included in the medical benefits above and will include audiometric examination, hearing aid acquisition cost, dispensing fee, ear molds, hearing aid and evaluation test, binaural hearing aids. Employees must use participating providers.

Regular part time employees shall be eligible for the medical, dental, vision, and hearing coverage with no change to the employee contribution in 2004. Effective January 1, 2005, all regular part time employees will pay 20% of the required premiums and the employer will pay the remaining 80%. Regular part time employees are eligible for enrollment in the AFLAC programs at no cost to the county. Allegan County will make an open enrollment opportunity available to employees prior to implementation of the plans above.

Employees retiring under a county sponsored pension plan will be able to participate in those health insurance programs offered to retirees at the full cost of the applicable premium.

Section 11.2. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits, which are offered in the future by the County of Allegan to Employees in general.

Section 11.3. Incentive to Opt Out. Employees who opt out of the County's Health Insurance Program shall receive an incentive of \$2,000 per year. Employees who are employed by the Court for periods of less than one (1) year shall have the incentive pro-rated for each month of service. An employee must work at least fifteen (15) days in a month to receive a month's incentive credit. The incentive shall be accrued on a calendar

year basis and shall be paid no later than February 28 following the end of the calendar year in which the incentive was earned. Employees who choose to opt out of the Employer's health insurance plan must provide proof of coverage from an alternative source before they are allowed to get out. No Employee shall be allowed to opt out of the plan for any period of less than one (1) year except in the case of death of a spouse who provides alternative coverage; divorce; or the loss of insurance coverage from the alternative source because of a job termination. The incentive offered under this section is not available to spouses of County Employees when both spouses are County Employees.

Section 11.4. General Provisions:

- (a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- (b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- (c) Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the calendar month in which they became employed.
- (d) When employment and seniority is terminated or interrupted by any of the following, insurance coverage continues only for the balance of the month in which such termination or interruption occurs;
 - 1. Layoff.
 - 2. Discharge.
 - 3. Resignation.
 - 4. Retirement.
 - 5. Unpaid leave, other than FMLA.
- (e) The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein a party.
- (f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- (g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this

is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

Section 11.5. Health Care Cost Containment. The Employer at its option may implement any or all of the following health care cost containment programs:

- (a) Pre-admission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).
- (b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- (c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- (d) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- (e) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the Employer shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefor against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".
- (f) In a joint continuing effort to control the cost of insurance the Employer and the Association agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County Employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 11.6. Insurance Carrier. The Employer reserves the right to select the insurance carrier or to implement self-insurance provided that the benefits remain substantially equal. If any dispute arises regarding the definition or interpretation of substantially equivalent benefits, the issue will be submitted to binding arbitration. The Employer and the Association agree to equally split any and all costs of the arbitration.

Section 11.7. Insurance Premiums. All Employer paid insurance premiums shall cease at the end of the month when employment is terminated, the employee is placed on lay off or in a non-paid leave of absence other than FMLA. Receipt of Worker's Compensation benefits shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the employee. The Employer agrees to maintain the agreed upon Employer's contribution rates as outlined in Sections 11.1, 44-6, 11.8 through 11.9 during all periods of FMLA in accordance with applicable laws. Further the Employer agrees to maintain the agreed upon Employer's contribution rates as outlined in 11.1, 44-6, 11.8 through 11.9, after all FMLA has been exhausted, provided the Employee uses and records at least one (1) hour of PTO

time in each pay period during the month in which the coverage is to be continued. **Use of PTO will not exceed 52 weeks from the first date of disability.**

Section 11.8. Life Insurance. The Employer shall provide a term life insurance policy on each bargaining unit employee in the amount of ten thousand dollars (\$10,000) with Accidental Death and Dismemberment, (ADD).

Section 11.9. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) with a maximum benefit of \$700 per week of the Employee's regular straight time earnings for a maximum of fifty-two (52) weeks.

ARTICLE 12
GENERAL

Section 12.1. Supervisor's Working. Supervisors shall be permitted to perform bargaining unit work in the following instances:

- (a) In an emergency or where regular employees are not available
- (b) To instruct or train employees.
- (c) To do experimental work on a new job.
- (d) To fill personnel shortages caused by scheduled employees not reporting to work.

Section 12.2. Subcontracting. The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 12.3. Solicitation There shall be no solicitation or distribution of any kind by any person in work areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.

Section 12.4. Rules of Conduct and Work Rules. It is understood and agreed that each Employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Employer. For informational purposes only, the Employer shall notify the Association in writing prior to the implementation of any new rule.

Section 12.5. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 12.6. Mileage. For the term of this agreement, the mileage reimbursement for employees shall be the same as paid to all other county employees, pursuant to IRS rates as established by the Board of Commissioners.

Section 12.7. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

Agreement. Therefore, the Employer and the 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 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 they negotiated or signed this Agreement.

Section 12.8. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 12.9. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 12.10. No Discrimination. There shall be no discrimination under any circumstances because of race, creed, color, sex, age, disability, religion, political beliefs, height, weight, Association activity, marital status, or national origin.

Section 12.11. A.D.A. Waiver. Neither the Employer nor the Association shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or Association's compliance, including reasonable accommodations, with the Federal A.D.A.

Section 12.12. No Strike and Lockout. The Bargaining Unit agrees that, during the life of this Agreement, neither the Bargaining Unit, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Bargaining Unit or Employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 12.13. Penalty. Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 12.12 above may be disciplined or discharged in the sole discretion of the Employer.

Section 12.14. Past Practices There are no understandings or agreements or past practices, which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or a letter of understanding by both parties.

Section 12.15. Tuition Reimbursement. An Employee may apply for tuition reimbursement prior to taking an accredited extension or formal educational course in an area related to his/her work and position. The Court Administrator/County Clerk must certify that the course is relative to the employee's position, or future potential within the department/court or essential to the operation of the Court. The employer shall pay for the cost of 75% tuition up to a maximum annual amount of \$500 upon successful completion/credit of the course. The employee shall remain with the employer for at least one year after completion of the course. If the employee voluntarily terminates employment before such time the employee shall repay a pro rated monthly amount based on the remainder of time s/he has remaining till the end of the agreed upon year.

ARTICLE 13
HOURS AND WAGES

Section 13.1 Compensation. Compensation of all classified recognized employees shall be retroactive to **January 1, 2004**, in accordance with the County of Allegan rate classification and hourly and annual rate table for employees in the Circuit Court, Probate Court, County Clerk's Office and District Court attached hereto. Any employee whose wages exceed the SCAO/Rye study shall receive one half of the annual cost of living allowance until such time as the wages paid do not exceed the maximum allowable compensation pursuant to any step in the compensation schedule. Retroactive wages shall be paid only to those employees on the County/Court's payroll on the date this agreement is ratified by the Allegan County Board of Commissioners. On January 1, 2004 a 2.2% wage increase shall occur, on January 1, 2005, a 2.2% wage increase shall occur, and on January 1, 2006, a 2.2% wage increase shall occur.

Step M is the entry level step, except in the case of the Circuit Court Law Clerk which is a position starting at Step 2. All steps are annual steps.

Employees starting between January 1 and June 30th shall advance to the next step effective the succeeding January 1 and the employee anniversary date shall thereafter be January 1. Employees starting between July 1 and December 31 shall advance to the next step effective the succeeding July 1 and the employee anniversary date shall thereafter be July 1.

In the event a Child Care Worker assumes temporary supervisor duties for a minimum of an eight (8) hour shift, the employee shall be compensated at a rate which will be determined by using the supervisor's classification range, at the first step which represents a minimum increase equivalent to a one-step increase in their current pay range.

Section 13.2. Work Day and Work-Week. The normal workday shall consist of eight (8) hours per day. The normal workweek shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day. The Employer expressly reserves the right to close any part of the Courts for individual days in a given week for an entire week or weeks. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage.

Section 13.3. Rest Periods. Employees shall be entitled to a rest or break period not to exceed fifteen (15) minutes duration at or near the midpoint of each half shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an Employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an Employee may miss a given break period.

Section 13.4. Premium Overtime Pay. Employees who work in excess of forty (40) hours per week shall be paid for all such hours worked at one and one-half (1½) times their regular straight time hourly rate, or shall receive compensatory time off at the rate

of time and one-half for each hour of overtime worked at the discretion of the employer. Compensatory time accumulation is capped at a total of eighty (80) hours.

Section 13.5. Compensatory Time Employees shall be paid compensatory time off at the rate of time and one half (1 ½) for each hour of overtime worked.

Section 13.6. Reporting Employees shall report at their posted starting time of their shift and not leave, without permission, until their posted quitting time of their shift.

Section 13.7. Leaving the Premises Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated and return time, and secure such supervisor's permission prior to leaving.

Section 13.8. Medical Examination The Employer reserves the right to have any Employee absent due to claimed job related injury or illness examined by the medical doctor (M.D.) or doctor of osteopathy (D.O.) of the Employer's choice, at the Employer's expense.

Section 13.9. Weather Related County Building Closure, Youth Home/CTC Compensation When the County Building is closed due to weather related incidents; shift employees who were scheduled to work and who can not make it in shall be compensated for the hours they were scheduled to work at their regular straight time hourly rate. Shift employees who must work over their scheduled shift to cover for an employee who can not make it in will be compensated for such hours worked at one and one half (1 ½) times their regular straight time hourly rate or shall receive compensatory time off at the rate of time worked and one half. The official hours and duration of the closing will be established by the Chairman of the Board of Commissioners and weather related overtime will only be paid for those inclusive hours.

ARTICLE 14
VALIDITY

Section 14.1. Validity. The parties recognize that this Agreement is subject to the Constitution and laws of the United States of America and the State of Michigan, and that it is further subject to the Michigan Court Rules, as amended, and the Administrative Orders of the Michigan Supreme Court. If any Article, Section, or provision of this Agreement should be held invalid, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such Article, Section, or provision.

ARTICLE 15
DURATION OF AGREEMENT

Section 15.1. Term of Agreement. This Agreement shall become effective as of **January 1, 2004**, and shall remain in full force and effect through the 31st day of December 2006 and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

THIS AGREEMENT was executed by the parties the date and year above written.

Dated: 5/21/04

Dated: 6-2-04



Court Employee's Association


Chief Circuit Court Judge

Dated: 5-27-04

Dated: 5-28-04


Chief District Court Judge


Probate Court Judge

Court Hourly Wage Schedule
Effective 1-1-04

| | Step M | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|----------|----------|----------|----------|----------|----------|
| Grade 1 | \$ 9.95 | \$ 10.36 | \$ 10.78 | \$ 11.20 | \$ 11.65 | \$ 12.15 |
| Grade 2 | \$ 10.65 | \$ 11.09 | \$ 11.53 | \$ 11.99 | \$ 12.50 | \$ 12.99 |
| Grade 3 | \$ 11.42 | \$ 11.87 | \$ 12.33 | \$ 12.83 | \$ 13.36 | \$ 13.89 |
| Grade 4 | \$ 12.19 | \$ 12.67 | \$ 13.18 | \$ 13.73 | \$ 14.29 | \$ 14.86 |
| Grade 5 | \$ 13.02 | \$ 13.54 | \$ 14.10 | \$ 14.68 | \$ 15.27 | \$ 15.88 |
| Grade 6 | \$ 13.93 | \$ 14.49 | \$ 15.08 | \$ 15.69 | \$ 16.34 | \$ 16.99 |
| Grade 7 | \$ 14.90 | \$ 15.50 | \$ 16.14 | \$ 16.78 | \$ 17.48 | \$ 18.17 |
| Grade 8 | \$ 15.93 | \$ 16.58 | \$ 17.24 | \$ 17.95 | \$ 18.67 | \$ 19.43 |
| Grade 9 | \$ 17.05 | \$ 17.74 | \$ 18.46 | \$ 19.20 | \$ 19.98 | \$ 20.79 |
| Grade 10 | \$ 18.23 | \$ 18.96 | \$ 19.73 | \$ 20.54 | \$ 21.37 | \$ 22.24 |
| Grade 11 | \$ 19.49 | \$ 20.28 | \$ 21.09 | \$ 21.95 | \$ 22.84 | \$ 23.77 |
| Grade 12 | \$ 21.22 | \$ 22.09 | \$ 22.97 | \$ 23.89 | \$ 24.88 | \$ 25.90 |
| Grade 13 | \$ 23.13 | \$ 24.09 | \$ 25.04 | \$ 26.06 | \$ 27.12 | \$ 28.22 |
| Grade 14 | \$ 25.22 | \$ 26.23 | \$ 27.30 | \$ 28.40 | \$ 29.55 | \$ 30.75 |
| Grade 15 | \$ 27.48 | \$ 28.61 | \$ 29.76 | \$ 30.97 | \$ 32.22 | \$ 33.52 |
| Grade 16 | \$ 29.94 | \$ 31.17 | \$ 32.43 | \$ 33.75 | \$ 35.11 | \$ 36.53 |
| Grade 17 | \$ 32.66 | \$ 33.99 | \$ 35.36 | \$ 36.80 | \$ 38.28 | \$ 39.84 |

Court Hourly Wage Schedule
Effective 1-1-05

| | Step M | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|----------|----------|----------|----------|----------|----------|----------|
| Grade 1 | \$ 10.17 | \$ 10.59 | \$ 11.02 | \$ 11.45 | \$ 11.91 | \$ 12.42 |
| Grade 2 | \$ 10.88 | \$ 11.33 | \$ 11.78 | \$ 12.25 | \$ 12.77 | \$ 13.28 |
| Grade 3 | \$ 11.67 | \$ 12.13 | \$ 12.60 | \$ 13.11 | \$ 13.65 | \$ 14.19 |
| Grade 4 | \$ 12.46 | \$ 12.95 | \$ 13.47 | \$ 14.03 | \$ 14.60 | \$ 15.19 |
| Grade 5 | \$ 13.31 | \$ 13.84 | \$ 14.41 | \$ 15.00 | \$ 15.60 | \$ 16.23 |
| Grade 6 | \$ 14.24 | \$ 14.81 | \$ 15.42 | \$ 16.03 | \$ 16.70 | \$ 17.36 |
| Grade 7 | \$ 15.23 | \$ 15.84 | \$ 16.49 | \$ 17.15 | \$ 17.86 | \$ 18.57 |
| Grade 8 | \$ 16.28 | \$ 16.94 | \$ 17.62 | \$ 18.34 | \$ 19.08 | \$ 19.86 |
| Grade 9 | \$ 17.42 | \$ 18.13 | \$ 18.86 | \$ 19.63 | \$ 20.42 | \$ 21.24 |
| Grade 10 | \$ 18.63 | \$ 19.38 | \$ 20.17 | \$ 20.99 | \$ 21.84 | \$ 22.73 |
| Grade 11 | \$ 19.92 | \$ 20.72 | \$ 21.56 | \$ 22.44 | \$ 23.34 | \$ 24.29 |
| Grade 12 | \$ 21.68 | \$ 22.57 | \$ 23.48 | \$ 24.42 | \$ 25.42 | \$ 26.47 |
| Grade 13 | \$ 23.64 | \$ 24.62 | \$ 25.59 | \$ 26.63 | \$ 27.72 | \$ 28.84 |
| Grade 14 | \$ 25.78 | \$ 26.81 | \$ 27.90 | \$ 29.03 | \$ 30.20 | \$ 31.43 |
| Grade 15 | \$ 28.09 | \$ 29.24 | \$ 30.42 | \$ 31.65 | \$ 32.93 | \$ 34.26 |
| Grade 16 | \$ 30.60 | \$ 31.86 | \$ 33.14 | \$ 34.49 | \$ 35.88 | \$ 37.33 |
| Grade 17 | \$ 33.38 | \$ 34.74 | \$ 36.14 | \$ 37.61 | \$ 39.13 | \$ 40.71 |

Court Hourly Wage Schedule
 Effective 1-1-06

| Grade | Step M | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------|----------|----------|----------|----------|----------|----------|
| 1 | \$ 10.40 | \$ 10.82 | \$ 11.26 | \$ 11.70 | \$ 12.17 | \$ 12.69 |
| 2 | \$ 11.12 | \$ 11.58 | \$ 12.04 | \$ 12.52 | \$ 13.06 | \$ 13.57 |
| 3 | \$ 11.92 | \$ 12.39 | \$ 12.87 | \$ 13.40 | \$ 13.95 | \$ 14.51 |
| 4 | \$ 12.73 | \$ 13.24 | \$ 13.77 | \$ 14.34 | \$ 14.92 | \$ 15.52 |
| 5 | \$ 13.60 | \$ 14.14 | \$ 14.73 | \$ 15.33 | \$ 15.95 | \$ 16.59 |
| 6 | \$ 14.55 | \$ 15.14 | \$ 15.76 | \$ 16.39 | \$ 17.07 | \$ 17.74 |
| 7 | \$ 15.56 | \$ 16.19 | \$ 16.86 | \$ 17.53 | \$ 18.25 | \$ 18.98 |
| 8 | \$ 16.64 | \$ 17.31 | \$ 18.01 | \$ 18.74 | \$ 19.50 | \$ 20.29 |
| 9 | \$ 17.81 | \$ 18.53 | \$ 19.28 | \$ 20.06 | \$ 20.87 | \$ 21.71 |
| 10 | \$ 19.04 | \$ 19.80 | \$ 20.61 | \$ 21.46 | \$ 22.32 | \$ 23.23 |
| 11 | \$ 20.36 | \$ 21.18 | \$ 22.03 | \$ 22.93 | \$ 23.86 | \$ 24.83 |
| 12 | \$ 22.16 | \$ 23.07 | \$ 24.00 | \$ 24.96 | \$ 25.98 | \$ 27.05 |
| 13 | \$ 24.16 | \$ 25.16 | \$ 26.15 | \$ 27.22 | \$ 28.33 | \$ 29.47 |
| 14 | \$ 26.34 | \$ 27.40 | \$ 28.51 | \$ 29.66 | \$ 30.86 | \$ 32.12 |
| 15 | \$ 28.70 | \$ 29.88 | \$ 31.08 | \$ 32.34 | \$ 33.66 | \$ 35.01 |
| 16 | \$ 31.28 | \$ 32.56 | \$ 33.87 | \$ 35.25 | \$ 36.67 | \$ 38.15 |
| 17 | \$ 34.12 | \$ 35.50 | \$ 36.93 | \$ 38.44 | \$ 39.99 | \$ 41.61 |