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Kent County

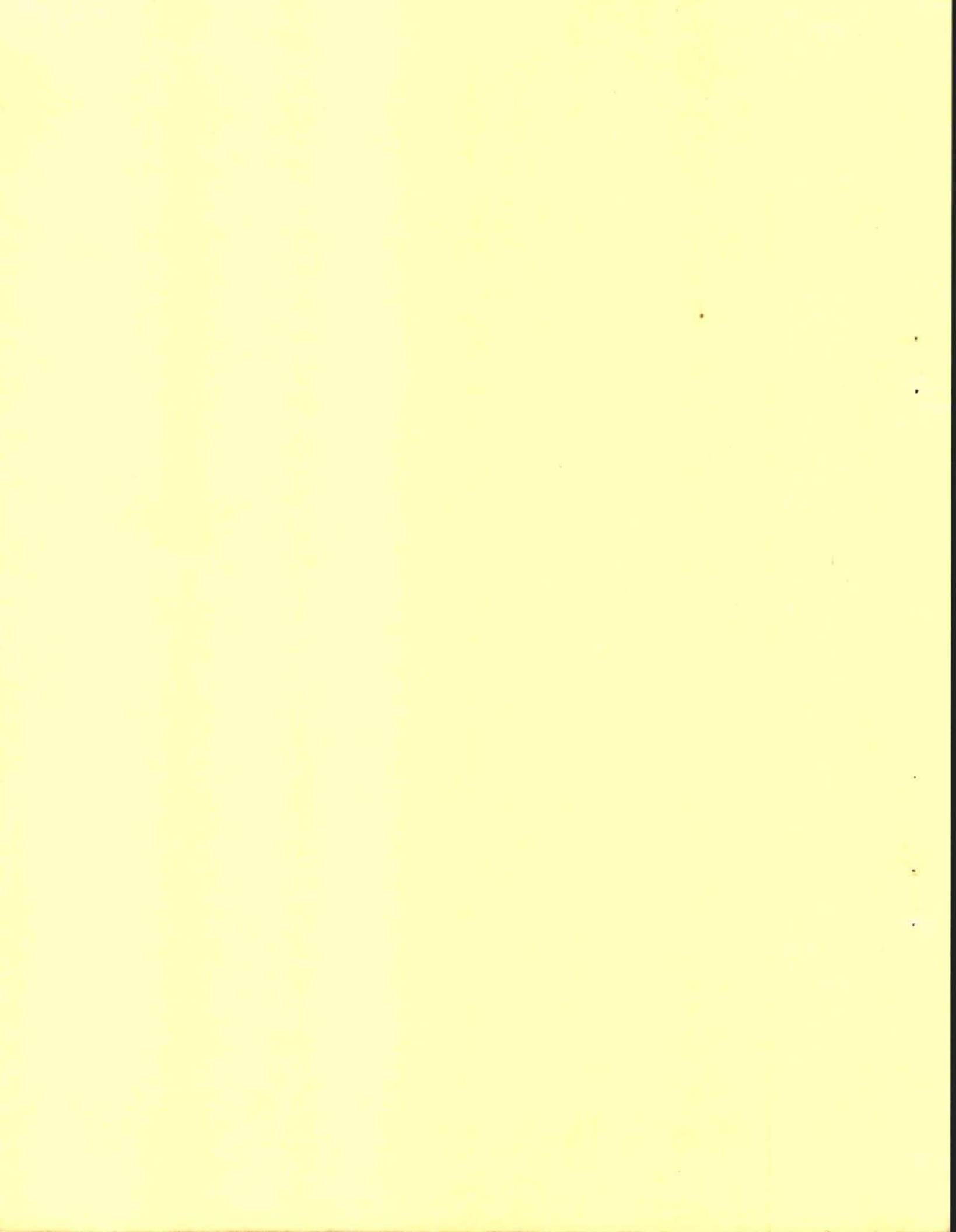
A G R E E M E N T

between

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

and

KENT COUNTY EMPLOYEES' UNION



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A G R E E M E N T

Clerk, Court Administrator, Magistrate and Confidential Secretaries.

THIS AGREEMENT, made and entered into this 17th day of January, 1989, effective January 1, 1989, at Kent County, Michigan, by and between the COUNTY OF KENT, the 17th JUDICIAL CIRCUIT, the PROBATE COURT FOR THE COUNTY OF KENT, the 63rd DISTRICT COURT FOR THE COUNTY OF KENT, together hereinafter referred to as the "Employers," and the KENT COUNTY EMPLOYEES' UNION, an unincorporated employee association, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Employers and the Union recognize that the efficient administration of the courts and of County government and the well being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

WHEREAS, subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

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

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Units. The Employers hereby agree to recognize the Union as the exclusive collective bargaining representative under the appropriate laws for the State of Michigan, for all employees of the Employers in the following described units for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

UNIT II

All employees employed by and under the direction of the Circuit Court for the County of Kent, including Hall of Justice Clerks, BUT EXCLUDING Circuit Judges, Friend of the Court, Court Administrator, Office Manager, Confidential Secretaries and Supervisors.

UNIT III

All employees employed by and under the direction of the 63rd District Court, BUT EXCLUDING District Judges, Chief

UNIT IV

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

Section 1.2. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full time employees, full time part-time employees and regular part-time employees who are employed by the Courts in the collective bargaining units described herein. For purposes of this Agreement, the following definitions shall be applicable:

(a) Full Time Employee: A full time employee is an employee who is working the official workweek on a regular schedule in a position classified by the Employers.

(b) Full Time Part-time Employee: A full time part-time employee is one who is working on a regular schedule in a classified position of the Employers which is a position which requires less than the official workweek.

(c) Regular Part-time Employee: A regular part-time employee is one who is working regularly on a schedule but who is working less than the full time schedule which is required for the position classified by the Employers.

(d) Irregular Employee: An irregular employee is an employee who is working on any other basis, including seasonal or temporary, or an individual working under contract, and who is not included within the above definitions of full time employee, full time part-time employee or regular part-time employee.

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

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

Section 1.3. Excluded Employees. Attached to and made a part of this Agreement is Appendix C, a schedule of employees and classifications excluded from the collective bargaining unit.

#### UNION SECURITY AND CHECKOFF

Section 2.1. Modified Security.

- (a) All employees who are subject to this Agreement who are members of the Union shall, as a condition of continued employment, either (1) remain members in good standing for the duration of this Agreement, or (2) pay to the Union a sum equivalent to membership dues and assessments uniformly levied upon all Union members.
- (b) All new employees shall pay to the Union a "service fee" in an amount equal to membership dues of the Union commencing the month following the completion of one full month of employment by the employee. Upon completion of his probationary period, the new employee shall, as a condition of continued employment, either (1) become and remain a member in good standing of the Union for the duration of this Agreement, or (2) pay to the Union a sum equivalent to membership dues and assessments uniformly levied upon all Union members.

Section 2.2. Checkoff.

- (a) During the life of this Agreement and to the extent permitted by law of the applicable jurisdiction, the Employers agree to deduct on a monthly basis, Union membership dues and assessments uniformly levied in accordance with the Constitution by By-Laws of the Union from the pay of each employee within the bargaining unit who is required under this Agreement to maintain membership in or to pay a service fee to the Union.
- (b) Union membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Union dues and assessments shall be remitted directly to the Union by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.
- (c) The Employers shall forward to the Treasurer of the Union, within ten (10) days following deduction, a sum equal to the total deductions for the Union membership dues.
- (d) The Union shall notify the Employers, in writing, of the proper amount of Union membership dues and any subsequent changes in such amounts.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- (f) The Employers shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee

wages. The Union agrees to indemnify and hold the Employers harmless for all claims against the Employers in connection with the checkoff of Union membership dues.

#### RIGHTS OF THE EMPLOYERS

Section 3.1. Reserved Rights. It is understood and hereby agreed that the Employers reserve and retain, solely and exclusively, all of their inherent and customary rights, powers, functions and authority of management to manage the governmental operations of the County and the Courts and their judgment in these respects shall not be subject to challenge. These rights vested in the Employers include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the Employers. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County and the Courts. It is also agreed that the Employers have the right to determine the method, means, personnel, employees or otherwise, by which the business of the County and the Courts shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employers to the taxpayers thereof. The Employers shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

#### UNION REPRESENTATION

Section 4.1. Review Committee. The Employers and the Union agree to recognize a Review Committee composed of the duly authorized representatives of the Employers, and Grievance Chairperson, the Vice President of the Union and all Chief Stewards. Each of the Chief Stewards may be assigned to one (1) of the areas indicated below for the purpose of assisting in grievance administration:

- (1) Kent Community Hospital Complex Employees;
- (2) Health Department, Community Mental Health Services, and Library;
- (3) Department of Public Works, Drain Commission, Sheriff's Department, and Zoo;
- (4) Airport, Animal Shelter, Child Haven, and Cooperative Extension;
- (5) County Administration Building, Hall of Justice [Prosecutor's Office], and Department of Social Services Building; and
- (6) 17th Judicial Circuit Court, Probate Court, 63rd District Court, and Friend of the Court.

The Review Committee shall have the following duties and responsibilities:

- (a) To meet on a scheduled bi-weekly basis or at such other times as are mutually agreed upon between the parties for the purpose of resolving grievances or to discuss other matters of mutual concern.
- (b) The Chairmanship of the Committee will alternate between the parties at every other meeting.
- (c) The Committee or its representatives will be responsible for notification of appropriate department heads and/or supervisors relative to the attendance of the employee members of the Committee and any other employee upon whom the parties hereto mutually agree that his presence is necessary to their deliberations.
- (d) The Committee shall keep accurate summary minutes of its meetings.

Section 4.2. Bargaining Committee.

(a) Consolidated Negotiations. The Employers also agree to recognize a combined Bargaining Committee when consolidated negotiations for all Union units are conducted, composed of ten (10) employees, which shall include the President of the Union, the Chairperson of the Grievance Committee, the Chairperson of the Bargaining Committee and seven (7) other employees (four [4] from Unit I and three [3] from Units II, III and IV), all of whom shall have been a permanent full-time employee for a minimum of one (1) year.

(b) Separate Unit Negotiations. In the event that separate unit negotiations are conducted, the Bargaining Committee for Unit I shall be composed of seven (7) employees and the Bargaining Committee for Units II, III and IV shall be composed of six (6) employees. All members of the bargaining committees shall have been a permanent full-time employee for a minimum of one (1) year. The three (3) officers of the Union recited in subparagraph (a) above shall be included in the size of the committees recited herein.

Section 4.3. Stewards. The Employers agree to recognize stewards as indicated. Each steward shall be a permanent employee and shall have been employed for at least one (1) full year. A steward shall act in a representative capacity for the purpose of processing and investigating grievances for the employees in his group and shall have no authority to act in such capacity outside of his group.

<u>Group or Unit</u>	<u>Number of Stewards</u>
Circuit Court	1
Friend of the Court	
Probate Court	1
Hall of Justice	1
Juvenile Court Center	1
Detention	

District Court  
First Division  
Second Division

1  
1

Section 4.4. Alternates. The Union may select alternate committee members and stewards who shall function solely in the absence of the regular Union representative.

Section 4.5. Notice of Representatives. The Union agrees to furnish the County a current roster listing the names of its officers, committee members, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

Section 4.6. Non-Employee Representatives. Either party may have non-employee representatives present at any meetings between the parties.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. A grievance shall be a written complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Verbal Procedure: An employee with a complaint shall notify his immediate supervisor or the appropriate management personnel within five (5) working days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his immediate supervisor or the appropriate management personnel. At the request of the employee, the employee may have his steward present in order to participate in this informal discussion. In unusual circumstances, the Chief Steward may authorize a steward to initiate a grievance at Step 1 and shall signify such action on the grievance form.

Written Procedure:

Step 1. A complaint shall be reduced to a written grievance signed by the employee and his steward or the Chief Steward for the appropriate designated area. The steward shall present the written grievance to the Presiding Judge, the Senior Judge or designee, whichever is appropriate, in charge of the employee within fifteen (15) working days following the occurrence or his knowledge of the occurrence of the events giving rise to the complaint. Said Judge or designee, steward and grievant shall discuss the grievance in an effort to satisfactorily settle the grievance. The Court shall place its disposition of the grievance on the grievance form within ten (10) working days following submission of the grievance to it and then return it to the grievant. A copy of the written grievance and answer shall be mailed or delivered to the grievance chairman and the Personnel Officer of the County for informational purposes.

Step 2. A grievance that has not been satisfactorily settled at Step 1 may be appealed by submitting notice of dissatisfaction to the Court or the County's Personnel Officer within five (5) working days following receipt of the Judge's



or designee's answer in Step 1. The grievance shall be placed on the agenda for discussion by the Review Committee at its next scheduled meeting. The Employers' final answer to the grievance shall be placed on the grievance form and returned to the Review Committee at the first meeting immediately following the meeting where the grievance was placed on the agenda.

Section 5.3. Grievance Resolution. All resolutions of grievances must be approved by the Presiding Judge or Senior Judge, whichever is appropriate, and the Personnel Officer before they are binding on the Employers. If the Presiding Judge or Senior Judge, whichever is appropriate, or the Personnel Officer disagrees with the settlement of a grievance, he shall notify the Grievance Chairperson or duly authorized representative of the Union within five (5) working days and place that grievance on the agenda for the next meeting between the County and the Association Review Committee.

Section 5.4. Chief Steward Consultation. A steward has the right to confer with his Chief Steward prior to his meeting with management personnel in Step 1. Such consultation that occurs during the normal business day shall be conducted so that unreasonable interference of the normal duties of the employee involved will not occur. A Chief Steward shall act as a steward for all personal grievances of the stewards in his designated area. A Chief Steward shall act as a steward in the absence of both the regular department stewards and alternates.

Section 5.5.

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

(b) Steward Reporting. When it is necessary for a Union steward to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such steward shall notify his immediate supervisor. He shall return to his job as promptly as possible and upon returning, he shall immediately report to his immediate supervisor. If it is impossible for a steward to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. When it is necessary for a Chief Steward to go into a department to process a grievance, the Chief Steward shall advise the department head of his appearance in the department.

Section 5.6. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 5.7. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.8. Review Committee Meetings. The Review Committee of the Union and the Employer representatives shall meet bi-weekly on the second and fourth Wednesday at 3:00 p.m. unless otherwise mutually agreed.

Section 5.9. Lost Time. The Employers agree to pay for all reasonable time lost by an employee, including Union officers and stewards, during regularly scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the Employers have notified the Union of the abuse and after discussion between the Union and the Employers, the abuse has not been corrected within a designated period of time.

Section 5.10. Expedited Grievances. Any grievance concerning the discharge of an employee or policy matters which concern the Union as a whole, may be initiated at the second (2nd) step of the grievance procedure by filing the grievance with the Personnel Office. Policy grievances may be filed by the President of the Union.

Section 5.11. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable only during the term of this Agreement or any extension(s) thereof, by giving written notice to the Employer at the Personnel Office of its intent to arbitrate the grievance, within thirty (30) days following receipt of the Employer's disposition in Step 2 of the Grievance Procedure. After receipt of the arbitration notice, the grievance shall be docketed for review at a pre-arbitration conference which shall be scheduled by mutual agreement. If no agreement can be reached on the date for the pre-arbitration conference within thirty (30) days after a request for a pre-arbitration conference has been made, the matter shall be processed for arbitration. The pre-arbitration conference shall be attended by the Personnel Director of the Employer, the President or Grievance Chairperson of the Union and the parties' respective counsels and such other persons as the parties may agree are necessary.

Section 5.12. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, and after the pre-arbitration conference, the parties shall mutually agree upon an arbitrator. If no agreement is reached within ten (10) working days, either party may obtain a panel of arbitrators from the Federal Mediation and Conciliation Service or such other service as may be mutually agreed. Each party will alternately strike a name from the panel and the remaining name shall serve as the arbitrator; the Union shall strike the first name from the list.

Section 5.13. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all times wholly governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employers retain all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 3.1 hereof. The Arbitrator shall have no authority to rule upon job descriptions, work assignments (not reclassifications), work standards or personnel requirements. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior

to the time that the grievance was first submitted in writing, provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Union, the Employers and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employers.

#### STRIKES AND ILLEGAL ACTIVITY

Section 6.1. Prohibited. During the term of this Agreement or any extension thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the Employers, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the Employers or in any conduct which causes or results in such interference.

Section 6.2. Violation. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Employers deem appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 6.1.

#### HOURS OF WORK AND OVERTIME

Section 7.1. Workweek. The official workweek of Employers' employees shall be forty (40) hours per week, not including meal periods, unless regularly scheduled otherwise.

Section 7.2. Overtime.

(a) Time and one-half (1-1/2) the employee's regular rate of pay for all hours worked in excess of forty (40) in any one (1) workweek shall be paid to all employees whose annual salary is less than Range 21. Exceptions to this rule shall be approved by the Personnel Committee and the Board of Commissioners.

(b) Payment of overtime to employees who work staggered schedules of thirty-two (32) hours in one (1) week and forty-eight (48) hours the following week shall be paid overtime on the basis of over eighty (80) hours in any one (1) pay period.

(c) Recognized holidays which have been paid (with the exception of an employee's birthday), compensatory time, vacation days which have been paid, jury duty leave which has been paid, and M.D. and dental appointments for

which sick pay has been received, shall be counted as time worked, up to eight (8) hours each day, for overtime purposes.

(d) Overtime pay shall not be pyramided.

Section 7.3. Call-Back Pay. A full-time employee who is called back to work at hours between the end and start of his scheduled shift shall receive time and one-half (1-1/2) for such hours worked. It is understood that in such event the Employer is not obligated to provide more than eight (8) hours of work. Overtime which is scheduled contiguous with the beginning or ending of the employee's regular shift or on days off shall be paid at time and one-half (1-1/2) for such hours worked provided that the employee has worked forty (40) hours within the workweek, or at the Hospital the employee has worked over eight (8) hours in a workday or eighty (80) hours within the pay period. Overtime is scheduled if the employee has notice of such overtime prior to the end of the employee's shift.

#### SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the Employers commencing from his last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Employers plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. Continuous service at any facility or operation taken over by the Employers shall be considered as continuous service with the Employers as determined by this Agreement.

Section 8.2. Probationary Period. All employees shall be on probation for the first six (6) calendar months after their commencement of work. Six (6) calendar months shall be interpreted as requiring an employee to complete one thousand forty (1040) straight-time hours of work. During this probationary period, an employee may be discharged or terminated without recourse and without regard to this Agreement. An employee who is absent from work for a period of time in excess of fourteen (14) days shall have his probationary period extended by a period of time equal to his absence.

(a) In order to receive full or pro-rated benefits as specified throughout this Agreement, an employee must complete one thousand forty (1040) hours of work or more to qualify.

Section 8.3. Seniority List. The Employers shall prepare a seniority list and submit it to the Union semi-annually not later than February 1 and August 1.

Section 8.4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

(a) By quit or discharge;

(b) Absence from work for three (3) working days unless otherwise excused;

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

LEAVES OF ABSENCE

Section 9.1. Personal Leave.

(a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Presiding Judge or Senior Judge, whichever is applicable. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer.

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

(c) Union Leave Without Pay. The Employers may grant up to five (5) consecutive days' leave of absence without pay to any member of the Executive Board to attend Union functions or seminars, provided however, that reasonable advance notice is given and that such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave.

Section 9.2. Sick Leave. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

(a) No sick leave with pay will be taken by a newly hired employee during the probationary period nor to a terminating or returning employee after the last day of work.

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

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

(d) When arranged for and approved by the Personnel Officer, sick leave shall be granted:

(1) When it is established to the Employers' satisfaction that an employee is incapacitated for the safe performance of his duty because of sickness or injury.

(2) An employee shall not be charged sick leave time for a doctor or dentist appointment when such time off is of one or two hours duration.

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

(4) Funeral Leave. Upon notice to the Presiding Judge or Senior Judge, whichever is applicable, leave shall be given to attend the funeral or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

(a) Spouse, children, father, mother, sister, brother -- five (5) days.

(b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren -- three (3) days.

(c) Aunts and uncles -- two (2) days.

Funeral leave with pay shall be deducted from an employee's accumulated sick leave. Additional time equivalent to air travel without sick leave pay shall be allowed for out-of-state immediate family deaths.

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

(f) Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive working days or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employers for each absence regardless of duration if the Employers have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence, shall constitute just cause for dismissal. For clarification purposes: Section 9.2 (f) is interpreted as giving the Employers discretion of medical or written statement, and that in the event an employee is ready for work he may not be prevented from working until he obtains the medical statement verifying his illness.

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

(h) Work Disability Leave. In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefit under the Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Presiding Judge or Senior Judge, whichever is applicable, and

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

(i) Any unused and accumulated sick leave earned during full-time employment shall be placed in escrow when the employee transfers to part-time employment and shall be unavailable for use by the employee until the employee returns to full-time employment, provided, however, that a full-time employee transferring to full-time part-time position, may utilize his/her accumulated sick leave while in such position in an amount not to exceed twenty-four (24) hours times his/her years of continuous full-time employment as adjusted.

#### Section 9.3. Military Leave.

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

(b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employers the difference between the amount received for such training and the employee's regular salary or wage.

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

Section 9.4. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

(a) Give the Senior or Presiding Judge reasonable advance notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and

(c) Return to work promptly if after he is summoned by the Court, he is excused from jury duty service.

Section 9.5. Witness Leave. An employee legally subpoenaed as a witness in any criminal case in a Kent County court of law or courts of counties contiguous to Kent County, to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee otherwise would have worked, the employee shall receive his straight time regular rate of pay for eight (8) hours, up to a maximum of five (5) days (40 hours) per calendar year. In order to receive the regular rate of pay under the terms of this Section, an employee must:

(a) Turn over to the Employer all compensation, fees, or monies received by the employee in return for the employee's service as witness (excluding mileage);

(b) Give the Department Head reasonable advance notice of the time that the employee is required to report to court as a witness;

(c) Give satisfactory evidence that the employee served as a witness pursuant to the legal subpoena of the court on the date the employee claims to be entitled to pay under the provisions of this Section; and

(d) Return to work promptly if after the employee is subpoenaed by the court to serve as a witness, the employee is released by the court during the employee's regularly scheduled shift.

#### VACATIONS

Section 10.1. Vacation Eligibility. Full time employees of the Employers shall earn vacation leave with pay in accordance with the following schedule:

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

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

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

(d) Effective January 1, 1986, an employee shall be entitled to three (3) weeks' vacation leave during the course of the eighth (8th) through the tenth (10th) calendar years or if seven (7) years of service by October 1.

(e) An employee shall be entitled to three (3) weeks' plus one (1) day's vacation leave during the course of the eleventh (11th) calendar year.

Section 10.3. Vacation Credits During Leaves of Absence. A full time employee may be off payroll for up to one hundred seventy-three (173) hours in a calendar year without affecting vacation benefits. [Executive Board members may be off payroll under Section 9.(c).] Any additional time off of payroll shall not be considered as days worked for the purpose of acquiring vacation credits, provided however, that special circumstances may be considered by the Personnel Officer with the approval of the Controller and the Presiding Judge or Senior Judge.

Section 10.4. Vacation Pay.

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

(b) An employee wishing to receive his vacation payment on the payday preceding his vacation may apply to the Controller no later than three (3) weeks prior to that pay period.

Section 10.5. Accrued Vacation Pay. Employees shall receive payment for accrued, but unused, vacation upon termination of their employment with the Employer.

Section 10.6. Part-Time Employee Vacation. A part-time employee who regularly works twenty (20) or more hours per week or forty (40) hours a pay period who is otherwise eligible under the conditions provided in Section 10.1, shall be eligible for a pro-rata vacation benefit. The pro-rata vacation benefit and eligibility shall be based on an actual hours worked formula where two thousand eighty (2080) hours actually worked during the preceding twelve (12) month period shall equal full vacation benefits and eligibility in accordance with the schedule in Section 10.1.

HOLIDAYS

Section 11.1. Holidays.

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

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | December 24 (full day) |
| Labor Day        | Christmas Day          |

(b) An eligible employee shall be credited with a personal day on the day that the following previous holidays were recognized but not scheduled as a day off with pay: Washington's Birthday, Veteran's Day, the employee's birthday, and Martin Luther King's Birthday. The personal day may be taken on any subsequent day provided that it is approved by the department head and that it is taken within twelve (12) months following the date that it is credited. Personal days not taken shall be forfeited. Personal days shall be compensated at the employee's regular rate for eight (8) hours. No additional compensation

(f) An employee shall be entitled to three (3) weeks' plus two (2) days' vacation leave during the course of the twelfth (12th) calendar year.

(g) An employee shall be entitled to three (3) weeks' plus three (3) days' vacation leave during the course of the thirteenth (13th) calendar year.

(h) An employee shall be entitled to three (3) weeks' plus four (4) days' vacation leave during the course of the fourteenth (14th) calendar year.

(i) After an employee has been in the employment of the County for fifteen (15) consecutive years by October 1 of the current calendar year, he shall be entitled to four (4) weeks' vacation leave.

(j) Effective January 1, 1990, employees shall be entitled to improved vacation leave as indicated below:

<u>After</u>	<u>Days of Vacation</u>
16 years' service	21
17 years' service	22
18 years' service	23
19 years' service	24
20 years' service	25

(k) If an employee is hospitalized as an in-patient during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated sick leave and not to his vacation.

Section 10.2. Vacation Schedule. Although the Employer reserves the right to allocate vacation leaves, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Employer. Vacation leave request shall be submitted to the department head prior to March 15. Conflicts among employees for desired vacation leave shall be resolved by giving preference to the employee with the greatest seniority, provided that the senior employee's preferred date for vacation leave has been submitted to the department head prior to March 15 or if the vacation leave is desired between January 1 and March 15. All vacation requests submitted after March 15 shall be resolved on a "first come, first serve" basis. Once an employee has made his selection, he shall not be permitted to change his selection if it disturbs another employee's choice of vacation leave. Where the change in selection does not effect another employee's choice, the department head may grant a change in the vacation schedule. Under most circumstances, the Employer will give the employee a response to his vacation request as soon as possible and within two (2) weeks shall be used as a guideline. An employee will be permitted to take his vacation leave one (1) day at a time upon advance mutual approval of the department head and the employee. An employee may accumulate vacation leave up to four (4) weeks upon written notification to the Personnel Officer of the department head's written approval. Effective January 1, 1990, an employee may accumulate vacation leave up to 25 days upon written notification to the Personnel Officer of the department head's written approval.

shall be due under Section 11.4 for working on the recognized holiday where a personal day is given in lieu thereof.

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

(d) Employees who are prevented from celebrating the above recognized holidays with the day off due to the continuous scheduling at their place of employment, shall receive a substitute day off with the approval of the Senior Judge or Presiding Judge, whichever is appropriate, and the County Personnel Director.

(e) Substitute holidays provided herein shall be scheduled in advance at a mutually agreeable time to the employee and the appropriate department head or supervisor.

Section 11.2. Full Time Part-Time Employees. Full time part-time employees who regularly work not less than twenty (20) hours each week shall be entitled to holiday pay benefits for New Year's Day and Christmas Day.

Section 11.3. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

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

(b) Employees who are prevented from working the day before or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. The Employers and the Union may, by mutual agreement, waive the terms of subparagraph (a) in appropriate circumstances, in accordance with the County Personnel Director's letter of February 28, 1969. Under the provisions of that letter, commencing on the effective date of this Agreement, paid funeral leave and extended illness leaves of three (3) days or more shall be ignored in determining whether half of the employee's earned sick leave remains to the employee's credit.

Section 11.4. Holiday Work. Full time employees who are required to work on any approved holiday will be compensated as follows:

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

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

(c) Compensatory time off provided herein shall be scheduled in advance at a mutually agreeable time to the employee and the Senior or Presiding Judge.

## INSURANCE

### Section 12.1. Hospitalization and Dental Insurance.

(a) All full-time employees with seniority shall be provided with a fully paid Blue Cross - Blue Shield, MVF-1, semi-private room, hospitalization insurance with Master Medical Option 1, \$2.00 co-pay prescription and the FAE-RC hospitalization riders. All full-time employees with seniority shall be provided with a dental program, paid for by the Employer with benefits which pay fifty percent (50%) of dental fees (up to a maximum of \$1,000; effective January 1, 1990, maximum will be \$1,200; effective January 1, 1991, maximum will be \$1,600) with the remaining fifty percent (50%) of the dental fees paid by the employee. Orthodontics shall be included in the dental program under the same terms and conditions.

(b) The Employers reserve the right to establish a self-insurance hospitalization program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such hospitalization insurance.

Section 12.2. Life Insurance. The Employers shall pay the required premiums to provide each full time employee with seniority with a Ten Thousand Dollar (\$10,000) Term Life Insurance Policy with double indemnity.

Section 12.3. Premium Payments. Hospitalization and life insurance premiums shall be paid by the Employers commencing at the time of the next regular payment made in accordance with Employers' procedures, following the month of employment. Employees who are laid off or go on a leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

Section 12.4. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employers.

Section 12.5. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1991 or thereafter, in accordance with the following:

(a) The Employer shall pay the required premiums for a single subscriber or a two-person (employee and current spouse) for a Blue Cross/Blue Shield, semi-private, insurance policy (or for such other comparable insurance coverage or carrier as the Employer shall determine), exclusive of any riders, except the \$2 co-pay drug rider, up to and not to exceed an amount determined by multiplying \$3 times the employee's full years' of continuous service with the Employer, not to exceed thirty (30) years, paid monthly.

- (b) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending upon age 65 or the death of the employee, whichever comes first.
- (c) No payments shall be made by the Employer if:
- (i) the employee receives a deferred pension;
  - (ii) the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
  - (iii) the retiree is covered by a health care program or insurance under his spouse's employment;
  - (iv) the balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee.
  - (v) the retiree permanently moves his residence outside the State of Michigan; provided, however, that once each year upon submission of receipts for insurance by the Union to the Employer, payment as otherwise provided herein shall be submitted to the Union for distribution to its members who have furnished receipts.

#### WAGES

#### Section 13.1. Classification and Rates.

- (a) The classification pay plan adopted by the Employers and the rate schedule attached as "Appendix A" is incorporated herein and made a part of this Agreement. Retroactivity for wages shall apply only to those employees on the active payroll as of April 5, 1989.
- (b) The Union acknowledges that salary step increases shall be on a merit basis upon written authorization of the Department Head to the Personnel Officer. A Department Head shall be permitted to withhold an authorization for a step increase for a period not to exceed six (6) months in accordance with County Personnel Policies. However, it is agreed that if no written disciplinary action is given to an employee during the first six (6) months of his employment, the Step B or next step increase shall be automatic upon completion of six (6) months of service. Other step increases shall be given after an additional one (1) year of service after each step provided that the Department Head does not withhold in writing such step increase prior to the employee's anniversary date.
- (c) Anniversary date shall mean: The date on which an employee has completed six (6) months of satisfactory service, and the corresponding date in each year thereafter, unless changed due to promotion, reclassification, demotion, separation or rehire.

(d) When an employee is reclassified to a classification in a higher salary range, his salary shall be adjusted to the minimum of the range for the new classification or to that salary step next above his present rate, whichever is higher. The anniversary date shall not change. When an employee is reclassified for any reason other than disciplinary demotion to a classification in a lower salary range, he shall be paid the same salary he was receiving prior to such reclassification or the maximum of the rate range, whichever is lower. The employee in any classification for which the salary rate range is re-allocated shall remain at the same step within the new range, with the salary step being changed by the re-allocation.

- (e) An employee who is demoted as a disciplinary measure shall receive the minimum rate of the pay of the rate range for his new classification.
- (f) The wage rate of an employee who is promoted to a higher classification within the bargaining unit shall be adjusted to the minimum of the rate range of the employee's new classification or to the next step above his present rate, whichever is higher. An employee who is promoted shall be considered on job probation for six (6) months for his new position only. At the completion of this job probation, he shall be eligible for a pay increase and retained in this new position or he shall be returned to his former position without loss of seniority and any pay increases due him in his former position.
- (g) All pay increases shall commence on Monday or the first Monday following eligibility of the employee.

(h) A part-time employee's step increase shall be treated the same as a full-time employee's. However, hours of straight-time work completed shall be used whereby 2080 hours equal one (1) year.

(i) Appendix "A", effective the first full pay period on or after January 1, 1989, reflects a 3.5% annual wage increase above 1988 wages for Steps (a) through (f) and a 4.5% annual wage increase above 1988 wages for Step (g); such wage increases shall be retroactive to current employees who were employed by the County of Kent on April 5, 1989; effective the first full pay period on or after January 1, 1990, Steps (a) through (f) shall reflect a 3.5% wage increase and Step (g) shall reflect a 4.5% wage increase; effective the first full pay period on or after January 1, 1991, all steps shall reflect a 3.5% wage increase.

#### PROMOTIONS

Section 14.1. Promotions. In order to provide advancement opportunity when vacancies exist, the Employers will endeavor to supply the Union with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule and rate of pay. Interested employees may make application for such vacancies by filing with the Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer, a statement declaring their desire for a transfer or a promotion. Such a statement shall include a list of the employee's qualifications. Placement and/or advancement shall be at the Employers' discretion, and the Employers shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employers reserve the right to fill vacancies from outside

sources when, in the Employers' judgment, it is in the best interests of the Employers to do so.

#### LAYOFF AND RECALL

Section 15.1. Layoff Procedure. In the event that a reduction in personnel is necessary, the Employers agree to lay off the least senior employee in the classification and department affected first and thereafter using the order of inverse seniority. Recall to work shall be made on the basis of the most senior employee first and thereafter in the order of seniority. It is understood that if, in the opinion of the Employers, it is necessary for the efficient operation of the Employers' business, where particular skill and experience is required, seniority need not be followed.

(a) For purposes of layoff and recall only, seven (7) members of the Union's Executive Board and stewards shall head the seniority list of their respective classifications during their term of office. The Union recognizes that the Employers are not obligated to "make work" for members of the Union's Executive Board and stewards and that such representatives must have the necessary skill and experience to perform the required work.

(b) Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days' advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible. An employee recalled to work shall have a minimum of five (5) work days after notice before the employee has to report for work. Recall notice shall be sent by Certified Mail, return receipt requested. If the employee fails to report, he shall be considered a voluntary quit.

(c) Employees recalled to work shall have recall rights to their former position and must accept such recall unless the employee has accepted a permanent transfer to a new position, and in which case, he shall not have recall rights. An employee who is transferred to a lower-paying position in lieu of layoff shall have recall rights to his former position if that position reopens.

(d) For informational purposes, the Employers will provide a laid-off employee with information concerning the unemployment compensation program in effect.

#### MISCELLANEOUS

Section 16.1. Discharge and Suspension.

(a) The parties agree that the standards of just cause for imposition of discharge or disciplinary suspension are not the same as the standards required by law arising out of the alleged commission of crimes. Therefore, any discharge or disciplinary suspension shall be based upon the standards of just cause, independent of the issuance of or the lack thereof of a criminal complaint. The Union acknowledges that the Employers may temporarily transfer an employee

or change his work duties, without loss of pay or benefits, pending investigation of alleged misconduct, whether there are criminal allegations or not, if in the Employers' opinion, such action is warranted due to the public duties or interest involved.

(b) For informational purposes, the Employers agree to mail during the normal course of business to the Union's office notice of all discharges or disciplinary suspensions.

(c) Discipline will be of a corrective nature except nothing shall prevent the Employers from taking immediate and appropriate disciplinary action including discharge should it be required by the circumstances.

(d) Disciplinary action will be taken for just cause. In the event that disciplinary action results in loss of pay or discharge, the employee will be informed of his right to be represented by his steward at the time the disciplinary action is imposed. In the event of disciplinary action taken, the Employers shall provide a summary statement in writing of the reasons why said action, other than oral reprimand, is being imposed.

(e) If an employee's work record is free of discipline for a period of two (2) years, the Employers will not take into account any prior infractions more than two (2) years' old in imposing discipline.

#### Section 16.2. Shift Differential and Mileage.

(a) Shift Differential. An employee whose majority of hours worked are after 3:00 P.M. shall receive a shift differential of forty-five cents (\$0.45) per hour for each hour worked during the shift. Effective January 1, 1990, this differential shall be increased to fifty cents (\$0.50) per hour.

(b) Weekend Differential. All employees who work a regularly scheduled weekend shift which commences on or after 11:00 P.M. Friday and ending at 7:00 A.M. Monday, shall receive a weekend differential of forty-five cents (\$0.45) per hour for all hours worked during such weekend period. Effective January 1, 1990, this differential shall be increased to fifty cents (\$0.50) per hour.

(c) Holiday Differential. All employees who are scheduled and who work on a recognized holiday shall receive a holiday differential of forty-five cents (\$0.45) per hour for all hours worked on such holiday. Effective January 1, 1990, this differential shall be increased to fifty cents (\$0.50) per hour.

(d) Mileage. Reimbursable mileage shall be at a rate based upon retail sales price of unleaded, self-service gasoline at the Meijer's Gas Station located at 28th Street and Kalamazoo Avenue in Grand Rapids, in accordance with the following formula:



Mileage Reimbursement

Retail Price

\$0.649 per gallon	\$0.17
0.749 per gallon	0.18
0.849 per gallon	0.19
0.899 per gallon	0.20
0.999 per gallon	0.21
1.049 per gallon	0.22
1.149 per gallon	0.23
1.199 per gallon	0.24
1.299 per gallon	0.25
1.399 per gallon	0.26
1.499 per gallon	0.27
etc.	etc.

If the retail price should reach \$2.50 per gallon or if gasoline rationing occurs, the County, the Courts and the Union agree to renegotiate the mileage.

Section 16.3. Dual Employment.

(a) Before an employee shall begin additional employment other than his regular Employers' position, he shall give three (3) workdays' advance written notice to his Senior Judge or Presiding Judge, whichever is applicable, of the prospective job and the duties required. The County Personnel Officer and the Senior Judge or Presiding Judge, whichever is applicable, shall, if possible, advise the employee in writing within five (5) workdays as to whether the additional job would conflict with the employee's employment with the Employers. Notwithstanding the above procedures, no employee shall hold dual employment where such additional employment shall:

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

Section 16.4. Continuous Service. Continuous service shall mean uninterrupted service from date of employment or adjusted forward in accordance herewith. Continuous service is not recognized until the employee completes his probationary period. Time spent on a disability leave for the first continuous twelve (12) months and for the entire period of a military leave shall be included in the employee's continuous service. No credit shall be given for any other leave of absence. Continuous length of service shall be broken in the same manner as loss of seniority. Full-time temporary or part-time service which immediately precedes the transfer of an employee to a permanent full-time position shall be given full credit in figuring probationary time and continuous service.

Section 16.5. Temporary and Irregular Employees. The Employers reserve the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 16.6. Regular Part-Time Employees. All regular part-time employees shall be paid on an hourly basis at the first step of their respective pay ranges. (Advancement from this basis shall be within the sole discretion of the Presiding Judge or Senior Judge, whichever is applicable, and the County Personnel Officer or his designate.) A full time part-time employee rendering continuous service shall, after completion of one (1) year's service, be entitled to vacation and sick leave benefits on a pro rata or reduced basis, which basis shall be the ratio his average weekly hours bear to the normal workweek, multiplied times the vacation and sick leave earned by a full-time employee whose service for the Employers has been of similar duration.

Section 16.7. Retirement Plan. The Kent County Retirement Plan first effective on January 1, 1949 shall be continued and shall be improved to provide normal retirement benefits at 2% of the employee's annual compensation as defined in the Plan after eight (8) years of continuous service with the County. Employee contributions to the Plan shall be 4.5% of their annual salary.

Section 16.8. Retirement Bonus. An employee who retires under the Kent County Retirement Plan on or after January 1, 1987 and who has on the date of his retirement an accumulated and unused sick leave balance of thirty (30) days or more, shall receive One Thousand Dollars (\$1,000) upon his retirement.

Section 16.9. Rules and Regulations. The County reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement.

Section 16.10. Friend of the Court Investigators and Domestic Relations Officers. Friend of the Court Investigators and Domestic Relations Officers with seniority shall be entitled to receive Three Hundred Dollars (\$300.00) per year allowance for clothing, fifty percent (50%) to be paid in June and fifty percent (50%) to be paid in December.

Section 16.11. Amendment or Modification. Upon mutual agreement of the parties, this Contract may be amended or modified in writing at any time during its term.

Section 16.12. Alternating Shifts. The Friend of the Court Investigators I and II, and the Domestic Relations Officer shall not be required to keep alternating weekend and holiday on-call shifts.

Section 16.13. Savings Clause. Should any part of this Agreement be rendered or decreed invalid by reason of any existing or new legislation, or by decree of a Court of competent jurisdiction, such invalidation of any part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Section 16.14. Special Conference. Upon request of either party, but not less than once in each six (6) month period, a meeting shall be held to discuss labor relations problems. Both parties acknowledge that this provision shall not require either party to negotiate or engage in collective bargaining without specific consent of the other party. Each party may have up to four (4) representatives at this meeting.

Section 16.15. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.16. Gender. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender and vice versa.

Section 16.17. Longevity Compensation. There is established for all classes of classified positions in the county service a schedule of Longevity Compensation Rates, separate from the regular compensation schedule, as follows and which longevity payment is made on December 15th:

Step	Yrs. Service on or Before Oct. 1 Ea. Yr.	% Used But Not on Base in Excess of \$6,000
1	6	2%
2	11	4%
3	16	6%
4	21	8%
5	26	10%

This longevity benefit shall be frozen at the level established on October 1, 1988. All employees who were not eligible for longevity on October 1, 1988 and all newly hired employees shall not receive longevity benefits.

Section 16.18. Letters of Understanding. Attached as Appendix B and incorporated herein, are certain supplemental agreements, called "Letters of Understanding," between the parties which are to remain in effect for the duration of this Agreement.

Section 16.19. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

DURATION

Section 17.1. Termination. This Agreement shall remain in force until midnight, December 31, 1991, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

KENT COUNTY EMPLOYEES' UNION

*Stephen C. Supt*

17TH JUDICIAL CIRCUIT

*[Signature]*  
Chief Judge

PROBATE COURT FOR THE COUNTY OF KENT

*Steve H. Polyzos*

*[Signature]*  
Chief Judge

KENT COUNTY EMPLOYEES' UNION

*Mont S. Kane*

63RD DISTRICT COURT FOR THE COUNTY OF KENT

*[Signature]*  
COUNTY OF KENT

*Kenneth J. Kuipers*  
Chairman, County Board of Commissioners

*[Signature]*

KENT COUNTY COURT CONTRACT - 1/2/89

Range/Step	1989 Hourly Rate	1989 Bi-Weekly Rate	1989 Annual Rate
10A	6.08	486.40	12,646.40
10B/11A	6.34	507.20	13,187.20
10C/11B/12A	6.58	526.40	13,686.40
10D/11C/12B/13A	6.88	550.40	14,310.40
10E/11D/12C/13B/14A	7.18	574.40	14,934.40
10F/11E/12D/13C/14B/15A	7.47	597.60	15,537.60
11F/12E/13D/14C/15B/16A	7.82	625.60	16,265.60
12F/13E/14D/15C/16B/17A	8.17	653.60	16,993.60
13F/14E/15D/16C/17B/18A	8.57	685.60	17,825.60
14F/15E/16D/17C/18B/19A	8.95	716.00	18,616.00
15F/16E/17D/18C/19B/20A	9.41	752.80	19,572.80
16F/17E/18D/19C/20B/21A	9.87	789.60	20,529.60
17F/18E/19D/20C/21B/22A	10.32	825.60	21,465.60
18F/19E/20D/21C/22B/23A	10.85	868.00	22,568.00
19F/20E/21D/22C/23B/24A	11.40	912.00	23,712.00
20F/21E/22D/23C/24B/25A	11.95	956.00	24,856.00
21F/22E/23D/24C/25B/26A	12.55	1,004.00	26,104.00
22F/23E/24D/25C/26B/27A	13.20	1,056.00	27,456.00
23F/24E/25D/26C/27B/28A	13.84	1,107.20	28,787.20
24F/25E/26D/27C/28B/29A	14.50	1,160.00	30,160.00
25F/26E/27D/28C/29B/30A	15.21	1,216.80	31,636.80
26F/27E/28D/29C/30B/31A	15.93	1,274.40	33,134.40
27F/28E/29D/30C/31B/32A	16.74	1,339.20	34,819.20
28F/29E/30D/31C/32B/33A	17.51	1,400.80	36,420.80
29F/30E/31D/32C/33B/34A	18.28	1,462.40	38,022.40
30F/31E/32D/33C/34B/35A	19.19	1,535.20	39,915.20
31F/32E/33D/34C/35B/36A	20.08	1,606.40	41,766.40
32F/33E/34D/35C/36B/37A	21.00	1,680.00	43,680.00
33F/34E/35D/36C/37B	22.02	1,761.60	45,801.60
34F/35E/36D/37C	23.08	1,846.40	48,006.40
35F/36E/37D	24.14	1,931.20	50,211.20
36F/37E	25.25	2,020.00	52,520.00
37F	26.42	2,113.60	54,953.60

KENT COUNTY COURT CONTRACT - 1/2/89

	1989	1989	1989
Range/ Step	Hourly Rate	Bi-Weekly Rate	Annual Rate
10G	7.90	632.00	16,432.00
11G	8.25	660.00	17,160.00
12G	8.65	692.00	17,992.00
13G	9.04	723.20	18,803.20
14G	9.50	760.00	19,760.00
15G	9.97	797.60	20,737.60
16G	10.42	833.60	21,673.60
17G	10.95	876.00	22,776.00
18G	11.51	920.80	23,940.80
19G	12.07	965.60	25,105.60
20G	12.68	1,014.40	26,374.40
21G	13.32	1,065.60	27,705.60
22G	13.97	1,117.60	29,057.60
23G	14.64	1,171.20	30,451.20
24G	15.36	1,228.80	31,948.80
25G	16.08	1,286.40	33,446.40
26G	16.90	1,352.00	35,152.00
27G	17.68	1,414.40	36,774.40
28G	18.45	1,476.00	38,376.00
29G	19.37	1,549.60	40,289.60
30G	20.27	1,621.60	42,161.60
31G	21.20	1,696.00	44,096.00
32G	22.24	1,779.20	46,259.20
33G	23.30	1,864.00	48,464.00
34G	24.37	1,949.60	50,689.60
35G	25.50	2,040.00	53,040.00
36G	26.68	2,134.40	55,494.40
37G	27.93	2,234.40	58,094.40

KENT COUNTY COURT CONTRACT - 1/1/90

Range/Step	1990 Hourly Rate	1990 Bi-Weekly Rate	1990 Annual Rate
10A	6.29	503.20	13,083.20
10B/11A	6.56	524.80	13,644.80
10C/11B/12A	6.81	544.80	14,164.80
10D/11C/12B/13A	7.12	569.60	14,809.60
10E/11D/12C/13B/14A	7.43	594.40	15,454.40
10F/11E/12D/13C/14B/15A	7.73	618.40	16,078.40
11F/12E/13D/14C/15B/16A	8.09	647.20	16,827.20
12F/13E/14D/15C/16B/17A	8.46	676.80	17,596.80
13F/14E/15D/16C/17B/18A	8.87	709.60	18,449.60
14F/15E/16D/17C/18B/19A	9.26	740.80	19,260.80
15F/16E/17D/18C/19B/20A	9.74	779.20	20,259.20
16F/17E/18D/19C/20B/21A	10.22	817.60	21,257.60
17F/18E/19D/20C/21B/22A	10.68	854.40	22,214.40
18F/19E/20D/21C/22B/23A	11.23	898.40	23,358.40
19F/20E/21D/22C/23B/24A	11.80	944.00	24,544.00
20F/21E/22D/23C/24B/25A	12.37	989.60	25,729.60
21F/22E/23D/24C/25B/26A	12.99	1,039.20	27,019.20
22F/23E/24D/25C/26B/27A	13.66	1,092.80	28,412.80
23F/24E/25D/26C/27B/28A	14.32	1,145.60	29,785.60
24F/25E/26D/27C/28B/29A	15.01	1,200.80	31,220.80
25F/26E/27D/28C/29B/30A	15.74	1,259.20	32,739.20
26F/27E/28D/29C/30B/31A	16.49	1,319.20	34,299.20
27F/28E/29D/30C/31B/32A	17.33	1,386.40	36,046.40
28F/29E/30D/31C/32B/33A	18.12	1,449.60	37,689.60
29F/30E/31D/32C/33B/34A	18.92	1,513.60	39,353.60
30F/31E/32D/33C/34B/35A	19.86	1,588.80	41,308.80
31F/32E/33D/34C/35B/36A	20.78	1,662.40	43,222.40
32F/33E/34D/35C/36B/37A	21.74	1,739.20	45,219.20
33F/34E/35D/36C/37B	22.79	1,823.20	47,403.20
34F/35E/36D/37C	23.89	1,911.20	49,691.20
35F/36E/37D	24.98	1,998.40	51,958.40
36F/37E	26.13	2,090.40	54,350.40
37F	27.34	2,187.20	56,867.20

KENT COUNTY COURT CONTRACT - 1/1/90

	1990	1990	1990
Range/ Step	Hourly Rate	Bi-Weekly Rate	Annual Rate
10G	8.26	660.80	17,180.80
11G	8.62	689.60	17,929.60
12G	9.04	723.20	18,803.20
13G	9.45	756.00	19,656.00
14G	9.93	794.40	20,654.40
15G	10.42	833.60	21,673.60
16G	10.89	871.20	22,651.20
17G	11.44	915.20	23,795.20
18G	12.03	962.40	25,022.40
19G	12.61	1,008.80	26,228.80
20G	13.25	1,060.00	27,560.00
21G	13.92	1,113.60	28,953.60
22G	14.60	1,168.00	30,368.00
23G	15.30	1,224.00	31,824.00
24G	16.05	1,284.00	33,384.00
25G	16.80	1,344.00	34,944.00
26G	17.66	1,412.80	36,732.80
27G	18.48	1,478.40	38,438.40
28G	19.28	1,542.40	40,102.40
29G	20.24	1,619.20	42,099.20
30G	21.18	1,694.40	44,054.40
31G	22.15	1,772.00	46,072.00
32G	23.24	1,859.20	48,339.20
33G	24.35	1,948.00	50,648.00
34G	25.47	2,037.60	52,977.60
35G	26.65	2,132.00	55,432.00
36G	27.88	2,230.40	57,990.40
37G	29.19	2,335.20	60,715.20

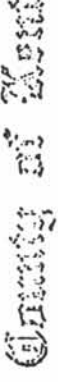
KENT COUNTY COURT CONTRACT - 1/14/91

Range/Step	1991 Hourly Rate	1991 Bi-Weekly Rate	1991 Annual Rate
10A	6.51	520.80	13,540.80
10B/11A	6.79	543.20	14,123.20
10C/11B/12A	7.05	564.00	14,664.00
10D/11C/12B/13A	7.37	589.60	15,329.60
10E/11D/12C/13B/14A	7.69	615.20	15,995.20
10F/11E/12D/13C/14B/15A	8.00	640.00	16,640.00
11F/12E/13D/14C/15B/16A	8.37	669.60	17,409.60
12F/13E/14D/15C/16B/17A	8.76	700.80	18,220.80
13F/14E/15D/16C/17B/18A	9.18	734.40	19,094.40
14F/15E/16D/17C/18B/19A	9.58	766.40	19,926.40
15F/16E/17D/18C/19B/20A	10.08	806.40	20,966.40
16F/17E/18D/19C/20B/21A	10.58	846.40	22,006.40
17F/18E/19D/20C/21B/22A	11.05	884.00	22,984.00
18F/19E/20D/21C/22B/23A	11.62	929.60	24,169.60
19F/20E/21D/22C/23B/24A	12.21	976.80	25,396.80
20F/21E/22D/23C/24B/25A	12.80	1,024.00	26,624.00
21F/22E/23D/24C/25B/26A	13.44	1,075.20	27,955.20
22F/23E/24D/25C/26B/27A	14.14	1,131.20	29,411.20
23F/24E/25D/26C/27B/28A	14.82	1,185.60	30,825.60
24F/25E/26D/27C/28B/29A	15.54	1,243.20	32,323.20
25F/26E/27D/28C/29B/30A	16.29	1,303.20	33,883.20
26F/27E/28D/29C/30B/31A	17.07	1,365.60	35,505.60
27F/28E/29D/30C/31B/32A	17.94	1,435.20	37,315.20
28F/29E/30D/31C/32B/33A	18.75	1,500.00	39,000.00
29F/30E/31D/32C/33B/34A	19.58	1,566.40	40,726.40
30F/31E/32D/33C/34B/35A	20.56	1,644.80	42,764.80
31F/32E/33D/34C/35B/36A	21.51	1,720.80	44,740.80
32F/33E/34D/35C/36B/37A	22.50	1,800.00	46,800.00
33F/34E/35D/36C/37B	23.59	1,887.20	49,067.20
34F/35E/36D/37C	24.73	1,978.40	51,438.40
35F/36E/37D	25.85	2,068.00	53,768.00
36F/37E	27.04	2,163.20	56,243.20
37F	28.30	2,264.00	58,864.00

KENT COUNTY COURT CONTRACT - 1/14/91

	1991	1991	1991
Range/ Step	Hourly Rate	Bi-Weekly Rate	Annual Rate
10G	8.55	684.00	17,784.00
11G	8.92	713.60	18,553.60
12G	9.36	748.80	19,468.80
13G	9.78	782.40	20,342.40
14G	10.28	822.40	21,382.40
15G	10.78	862.40	22,422.40
16G	11.27	901.60	23,441.60
17G	11.84	947.20	24,627.20
18G	12.45	996.00	25,896.00
19G	13.05	1,044.00	27,144.00
20G	13.71	1,096.80	28,516.80
21G	14.41	1,152.80	29,972.80
22G	15.11	1,208.80	31,428.80
23G	15.84	1,267.20	32,947.20
24G	16.61	1,328.80	34,548.80
25G	17.39	1,391.20	36,171.20
26G	18.28	1,462.40	38,022.40
27G	19.13	1,530.40	39,790.40
28G	19.95	1,596.00	41,496.00
29G	20.95	1,676.00	43,576.00
30G	21.92	1,753.60	45,593.60
31G	22.93	1,834.40	47,694.40
32G	24.05	1,924.00	50,024.00
33G	25.20	2,016.00	52,416.00
34G	26.36	2,108.80	54,828.80
35G	27.58	2,206.40	57,366.40
36G	28.86	2,308.80	60,028.80
37G	30.21	2,416.80	62,836.80





TRUST BUILDING  
GRAND PALMS, MICHIGAN 49502

TELEPHONE 456-335

CONTROLLER'S OFFICE

February 28, 1969

APPENDIX B

Letters of Understanding

The following Letters of Understanding between the parties shall be continued in full force and effect:

No.	Subject	Date
1. ---	Sick Leave/Holiday Pay	02/28/69
2. 7	Mileage	10/10/79
3. ---	Excused One-day Absence/Holidays	03/31/80
4. 80-1	Unit Exclusion During Term	02/29/80
5. 1	Dues Deduction	04/07/81
6. 81-2	Multi-Forum Waiver	---
7. 81-4	Exclusion Under Act 248	---
8. 83-2	Medical Evidence	08/07/83
9. 83-4	Interviews	08/07/83
10. 83-6	Sick Leave - Salary Supplements	01/20/84
11. 86-2	Pro-Rata After Hours Service Premium	08/06/86
12. ---	"Job Probation"	05/86
13. 87-1	Full-time/Part-time and Regular Part-time Employee Probationary Period	07/15/87

In negotiating the present Employees Contract Agreement, a considerable amount of time was spent in discussing the eligibility requirements for Holiday pay. Section 42 being the result of these discussions. Realizing the difficulty of spelling out all the necessary regulations to cover each individual case, the second sentence of sub-paragraph (b) provides: "The County Personnel Director and the Association may by mutual agreement waive the terms of sub-paragraph (a) in appropriate circumstances." Sub-paragraph (a) defines the requirements that must be met for an employee to be paid for a Holiday.

In an effort to define the guidelines under which these requirements would be waived, the Association representative, Mr. John Greier, and the County Personnel Director met and agreed that at least three conditions would be met before the requirements would be waived:

1. The employee has notified his supervisor of his inability to work because of illness and the supervisor certifies this.
2. The employee's past history of sick leave usage does not indicate abuse of this privilege.
3. At least half of the total sick leave days earned by the employee during his employment, less those used by an extended illness, shall remain to the employee's credit.

Assuming that the employee has satisfied requirement No. 1 and 2, meeting the No. 3 requirement would be determined as follows:

John Doe, hired June 1, 1966, was too ill to work the work-day following the February 22 Holiday.  
 He has earned 7 sick leave days in 1966  
 12 sick leave days in 1967  
 12 sick leave days in 1968  
 1 sick leave day in 1969  
 32 total sick leave days earned

With 16 or more days remaining, he would be eligible for pay for the Holiday. If, however, he was off work because of surgery for two weeks in 1966, this would be deducted from the total, thus: 32 days total earned  
 10 days extended illness  
 22 days remaining

In this case, 11 days must remain to qualify John Doe for Holiday pay.

As you can see, an employee could meet the first two requirements and still not be eligible for a waiving of the third requirement.

It should be understood that it is almost impossible to avoid working a hardship in some cases and still retain any control over abuses. It was agreed between the Personnel Office and the Association representative that the above requirements were as fair as could be arrived at. It is our hope that this somewhat belated explanation will answer any questions you may have.

Harold Brigham  
Harold Brigham, Personnel Director

John E. Breuer  
John Breuer, Association Representative

ITS:dlw

LETTER OF UNDERSTANDING NO. 7

Subject: Section 16.2 (d) Mileage - Procedure for effective date of change in mileage paid by County

Date: October 10, 1979

In addition to the current language of Section 16.2 (d) the following is agreed. The Kent County Employees Association will supply a written notice from Meijer Inc. of a change in the retail price of unleaded gasoline for a change in mileage paid by the County.

The County, upon receipt of this written notice, will make the change effective the next working day excluding Saturday, Sunday or Holidays. Any mileage reimbursement forms or travel forms that have been processed by the Controllers office prior to the effective date will not be changed.

COUNTY OF KENT

KENT COUNTY EMPLOYEES ASSOCIATION  
UNIT I, II, III, IV

Nathaniel M. Lewis, Jr.  
Gertrude M. Lewis  
Maurice J. Samuels

Verona J. Ehlers  
William A. Tietz  
Richard G. Witt



M E M O R A N D U M

COUNTY OF KENT

GRAND RAPIDS, MI 49503

LETTER OF UNDERSTANDING NO. 80-1

SUBJECT: Procedure for excluding additional employees from the KCEA I, II, III, IV Labor Agreement

DATE: March 31, 1980

DATE: 2/29/80

TO: Ms. Linda Ritz, Grievance Chairperson  
FROM: Dale H. Sommers, Deputy Controller *DH Sommers*

SUBJECT: Excused one-day absence around recognized holiday

Phone conversations have been held between yourself and I concerning an excused one-day absence around a recognized holiday by the County, and whether holiday pay would be granted. It has been the policy and practice of the County of Kent, that if an individual is on an excused absence for one day or less by the appropriate official within the department, the provisions of Section 11.4(a) do not apply for the excused day of absence. without pay

If you have any questions, please feel free to advise.

/rtg

cc Personnel Department

In addition to the current language of Section 1.1, 1.2, and 1.3, and as an instrument to make additions to the employees currently excluded from the KCEA I, II, III, IV Labor Agreement between the County of Kent and the Kent County Employees Association, the parties do hereby agree that the following procedure will be followed when excluding additional employees from the KCEA I, II, III, IV Labor Agreement:

The Employer will advise the Association of any new or changed positions which are proposed to be excluded from the Collective Bargaining Unit in writing. Such requests will take the form of a Letter of Understanding and will include the reasons for excluding the employee from the Association along with a brief description of the job affected.

The Letter of Understanding will be dated, and numbered, and sent to the Association Bargaining Chairperson and the Association President.

The Association's response to the Employer's proposed change(s) will be reduced to writing and returned to the Personnel Director within fifteen (15) calendar days of the date on the Letter of Understanding. If no response is received from the Association within these time provisions, the proposed exclusion from the Association Bargaining Unit will be processed as proposed by the employer.

If the Association responds in writing stating their reasons of objection within the fifteen (15) day period, the proposed employee exclusion from the Association will be discussed at the next scheduled Review Board Meeting.

If the Association and the Employer cannot resolve their differences within 15 days of the Review Board Meeting, each party will be free to pursue their appropriate remedies.

COUNTY OF KENT

KENT COUNTY EMPLOYEES ASSOCIATION  
UNIT I, II, III, IV

*William J. DeGore*  
*Thomas J. Edgar*  
*Robert J. Harte*

*Nathaniel McSwain, Sr.*  
*Govt. Paulink*  
*Alvin C. Long*

LETTER OF UNDERSTANDING

No. 01-2

LETTER OF UNDERSTANDING

No. 1

SUBJECT: Multi-Forum Waiver  
DATE:

SUBJECT: Dues Deduction  
DATE: April 7, 1981

The parties agree to the following language:

The parties agree that dues and service fees may be deducted from an employee's earnings without the necessity of the employee signing a checkoff authorization form. Sections 2.2 of the Unit I Agreement and the Units II - IV Agreement shall be interpreted accordingly.

The Association and the employee involved hereby waive any right to arbitration in this Agreement if the employee challenges the Employer's action under the provisions of any Veteran's Preference legislation. If arbitration is elected, the employee thereby waives any statutory right which may be provided under such legislation.

This Agreement is in compliance with Section 408.477, Michigan Compiled Laws Annotated.

KENT COUNTY EMPLOYEES ASSOCIATION

COUNTY OF KENT

Jean L. Keenan  
Nathaniel M. Hengey  
Gert Palmer

KENT COUNTY EMPLOYEES ASSOCIATION

COUNTY OF KENT

Stephen C. Swift  
Nathaniel M. Hengey  
Gert Palmer  
Veronij. E. Ehlend  
Nathaniel M. Hengey  
Dale Sommer

LETTER OF UNDERSTANDING

No. 81-4

LETTER OF UNDERSTANDING

August 7, 1983

No. 83-2

SUBJECT: Exclusion from Bargaining Unit under Act 248

DATE:

The parties agree that employees electing State benefits under Act No. 248 shall be excluded from the bargaining unit.

KENT COUNTY EMPLOYEES ASSOCIATION

Stephen C. Smith

Gay F. Thomas

Wm R. Keenan

Nathaniel McKenney  
Scott L. Arnold

COUNTY OF KENT

Vernon J. Ehlers

Marice J. DeJure

17th JUDICIAL CIRCUIT

Summit Tolpeltis  
President Judge  
Chief

PROBATE COURT FOR CO. OF KENT

Dale Stoppel  
Senior Judge  
Chief Judge

63rd DISTRICT COURT for CO. OF KENT

[Signature]

RE: Medical Evidence

Upon request by the Employer, an employee who applies for or is on a medical leave of absence has the responsibility of establishing by competent and credible evidence that the employee is incapable of performing his work and that such leave is warranted. Failure to satisfy this requirement shall be grounds for denying or terminating such leave.

KENT COUNTY EMPLOYEES ASSOCIATION

Beth A. Hill

Phyllis L. Lively

Nathaniel McKenney

COUNTY OF KENT

Richard E. Burt

Marice J. DeJure

Blaine J. Newer

LETTER OF UNDERSTANDING

August 7, 1983

No. 83- 4

Re: Interviews

An employee on layoff status within any unit who desires an interview, shall be scheduled by the Personnel Department for an interview in a department within the unit that has an open position of the same classification of the laid-off employee for which the employee may be qualified to perform. This shall not preclude any laid-off employee from applying for an open position that the employee may be qualified to perform.

KENT COUNTY EMPLOYEES ASSOCIATION

COUNTY OF KENT

Beth A. Hill

Phyllis L. Mooney

Nathaniel McKenney

Richard D. Buth

Marvin J. Johnson

James Dean

LETTER OF UNDERSTANDING

No. 83-6

RE: Sick Leave - Salary Supplements for Work Incapacitating Injury or Illness

Salary supplements or accrued sick leave paid to an employee on a work related sick leave, as set forth in Section 9.2(h) herein, shall not reduce or be coordinated with work disability benefits received under the Workers' Compensation Law Section 354(1) not withstanding.

KENT COUNTY EMPLOYEES ASSOCIATION

COUNTY OF KENT

UNIT I

Beth Hill

Nathaniel McKenney

Phyllis L. Mooney

Richard D. Buth

Marvin J. Johnson

James Dean

Date: 1-20-84

LETTER OF UNDERSTANDING

86-2

COUNTY OF KENT

and

KENT COUNTY EMPLOYEES UNION - UNIT I

RE: PRO-RATA AFTER HOURS SERVICE PREMIUM

DATE: August 6, 1986

An employee serving in an "on-call" capacity under the terms of the "After Hours Service Policy" (Letter of Understanding 86-1) who works less than the full shift as scheduled during one twenty-four hour period shall be paid "on-call premium" on a pro-rata basis to the nearest full hour in accordance with the following formula:

$$\frac{\text{Number Hours Served On-Call}}{\text{Scheduled On-Call Shift}} \times \$11.00 = \$ \text{Pro-rata On-call Premium}$$

KENT COUNTY EMPLOYEES UNION

COUNTY OF KENT

*Joe W. Hanson* \_\_\_\_\_ *August E. Byrta* \_\_\_\_\_  
*Stephen Smith* \_\_\_\_\_ *James Bunn* \_\_\_\_\_  
*Jo-an S. Steyerberg* \_\_\_\_\_

LETTER OF UNDERSTANDING

between

KENT COUNTY EMPLOYEES UNION

and

COUNTY OF KENT

Notwithstanding the current language of Section 13.1(f), it is agreed between the parties that an employee on "job probation" (as distinguished from employment probation under Section 8.2) may apply for vacant positions.

KENT COUNTY EMPLOYEES UNION

COUNTY OF KENT

*Joe W. Hanson* \_\_\_\_\_ *August E. Byrta* \_\_\_\_\_  
*Stephen Smith* \_\_\_\_\_ *James Bunn* \_\_\_\_\_  
*Julia Tracy* \_\_\_\_\_ *Robert S. Stone* \_\_\_\_\_

KCEU and COUNTY OF KENT

LETTER OF UNDERSTANDING - 87-1

Subject: Full-time/Part-time and Regular Part-time Employee Probationary Period

The parties agree to the following language:

Full-time/Part-time employees and Regular Part-time employees, hired after August 7, 1983, shall be considered on probation for the first one-thousand and forty (1040) hours after their commencement of work. During this probationary period, an employee may be discharged or terminated without recourse and without regard to this agreement. An employee who is absent from work for a period of time in excess of fourteen (14) scheduled days shall have his/her probationary period extended by a period of time equal to their absence.

County of Kent

Kent County Employees Union

Mary E. Smith

Stephen J. Smith

James E. Smith

Thomas J. Blanchard

Maurice J. DeGeorge

Erno H. Paloczko

Date: 7/15/87







