

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TWENTIETH CIRCUIT COURT FOR THE COUNTY OF OTTAWA

AND

OTTAWA COUNTY EMPLOYEES ASSOCIATION

EFFECTIVE THROUGH DECEMBER 31, 1996

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AGREEMENT BETWEEN
OTTAWA COUNTY EMPLOYEES ASSOCIATION
AND
THE JUDGES OF THE TWENTIETH CIRCUIT OF MICHIGAN

THIS AGREEMENT entered into this 7th day of January, 1994 by and between the JUDGES OF THE TWENTIETH CIRCUIT OF MICHIGAN, hereinafter referred to collectively or individually as "Judges" or the "Court" and the OTTAWA COUNTY EMPLOYEES ASSOCIATION hereinafter called the "Union."

PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Union and Court, so as to serve the best interests of the parties and the people of Ottawa County.

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

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

ARTICLE I

Recognition

The Court recognizes the Union as the exclusive bargaining representative for the following unit of employees for the purposes of collective bargaining in respect to rate of pay, wages, hours of employment.

All full-time and regular part-time Court employees, but excluding all elected officials, supervisory employees, Friend of the Court, Assistant Friend of the Court - Operations, Assistant Friend of the Court - Field Services, Court Reporters, Law Clerk/Bailiffs, and Court Administrator/Assignment Clerk, and Deputy Assignment Clerk.

Such persons are hereinafter referred to as "Employees."

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

ARTICLE II

Definition of Employees

1. Full-time Employees. Employees scheduled, throughout a calendar year, to work at least forty (40) hours per week shall be considered as full-time employees. A full-time employee shall be entitled to pay and benefits as specified by this Agreement.

2. Part-time Employees-A. Employees who are regularly scheduled to work the equivalent of twenty (20) or more hours per week throughout the calendar year shall be classified as Part-time Employees-A. A Part-time Employee-A shall receive pay and benefits as provided for in this Agreement on a pro rata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise.
3. Part-time Employees-B. Employees who are scheduled to work less than twenty (20) per week throughout the year or more than twenty (20) hours per week for less than five (5) months in the year shall be classified as Part-time Employees-B. A Part-time Employee-B shall not be entitled to any wages or benefits as provided for in this Agreement.
4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first six (6) months of employment, provided however, that in individual cases the probationary period may be extended for a period up to an additional three (3) months upon written notice thereof being given to the employee. In no case will a Part-time Employee - B acquire seniority status regardless of the length of employment. Part-time Employees-A shall be on a probationary status until they work the equivalent number of hours as a full-time employee in order to complete probation.

ARTICLE III

Union Membership

1. Any and all employees in the bargaining unit described in Article I shall be free to become members of the Union.
2. Names of any and all employees hired by the Court for positions in the bargaining unit shall be furnished promptly to the Union. Names of employees who are changed to positions outside the bargaining unit shall also be submitted to the Union.
3. Maintenance of Membership. All employees in the bargaining unit represented by the Union who are members of the Union on the effective date of this Agreement, or who become Union members after the effective date but during the term of this Agreement, shall, as a condition of continued employment, maintain such membership for the duration of this Agreement by paying to the Union the regular monthly dues uniformly levied against all members of the Union.
4. (a) The Court agrees that regular monthly dues of the Union will be deducted from the pay of each employee who voluntarily executes and files with the Human Resources' Office a checkoff authorization form which has been executed and is in effect.

Such amounts shall be promptly remitted to the Union within ten (10) days after deduction.

(b) Neither the Court nor the County shall be liable to the Union by reason of the requirements of this section of the Agreement calling for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages. The Union agrees to indemnify and hold the Court and the County harmless from all claims against it in connection with the checkoff of Union membership dues.

ARTICLE IV

Representation

1. Employees within the bargaining unit shall be represented by one (1) Steward and one (1) alternate Steward. The Union shall furnish management the names of the Stewards.
2. When requested by an employee, the Steward may investigate any alleged or actual grievances provided such investigation does not involve activity outside the actual office space of the Friend of the Court. He/she shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification to and approval by his/her immediate supervisor.

ARTICLE V

Management Rights

The Court retains the sole right to manage its business and direct the activities of its employees, including the right of deciding the number and location of places of judicial activity, the right to determine the types of equipment and personnel to be used, the right to hire its employees, the right to determine the kinds and number of services to be offered and the scheduling thereof, the right to maintain order and efficiency among its employees, and to discipline, demote or discharge employees for good cause, the right to lay off, assign, transfer and promote employees, and to determine the starting and quitting time and the number of hours to be worked by employees, subject only to such regulation and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE VI

Negotiation Procedure

1. The parties agree that at the request of either party, negotiations over the terms and provisions of a successor

agreement may commence not more than one hundred twenty (120) calendar days before the termination hereof, attempting to conclude such negotiations on or before the termination date.

2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from outside or within the Court employees. It is recognized that no final agreement between the parties may be executed without ratification by the Union and by the Court, but the parties mutually pledge that the representatives selected shall have all necessary power and authority to make proposals, consider proposals, and recommend concessions in the course of negotiations, subject only to such ultimate ratification.
3. Any agreements so negotiated shall apply to all members of the Bargaining Unit and shall be reduced to writing and signed by the authorized representatives of the Union and the Court.
4. Negotiation meetings shall be alternated between normal working hours and non-working hours, except as otherwise mutually agreed by both parties. Employees shall be paid for time spent in such meetings during normal working hours.

ARTICLE VII

Grievance Procedure

1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for settlement of disputes as they arise concerning the interpretation or application of this Agreement, without interruption or disturbance of the normal operation of the Court and its services. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees in the Bargaining Unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.
2. Definitions.
 - (a) "Grievance" shall be a written complaint by an employee concerning the application or interpretation of any provision of this Agreement as written.
 - (b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.

3. Steps in the Grievance Procedure.

STEP ONE. The employee having a grievance shall first discuss it with the Friend of the Court (if the employee is in that Department) or the Judge for whom he works to try and resolve the matter informally. A member of the bargaining committee may be present at such meeting if either the aggrieved employee or the Friend of the Court or Judge desires.

STEP TWO. If the grievance is not satisfactorily resolved at Step One, the employee and the bargaining committee chairman shall reduce it to writing on the grievance form and present it within seven (7) days after the Step One meeting to the Friend of the Court. The Friend of the Court shall respond to the grievance in writing within seven (7) days after receipt of the grievance at this step. In the event the grievance is not satisfactorily resolved by the Friend of the Court, the Grievant and members of the bargaining committee will be invited to meet with all of the Judges to present the grievance within twenty (20) days after the Friend of the Court's written answer is received. The Judges shall give a written answer to the grievance within twenty (20) days after such presentation. Such decision shall be final and binding on the Union, on all bargaining unit employees and the Judges.

4. Time Limits. The grievances specified herein must be initiated by the grieving party at Step One within seven (7) days of the occurrence of the event and processed within the time limits provided. Failure to meet these time limits shall result in automatic and final rejection of the grievance. The parties may extend these time limits by mutual agreement.

ARTICLE VIII

Discipline and Discharge

(a) An employee who is being discharged or being given disciplinary time off, will be orally notified of the reason for the discharge or discipline at the time the discipline or discharge is imposed, and will be allowed to offer any information or position that the employee may wish to submit. An employee who is discharged or suspended will be allowed to have the steward present if requested by the employee at the time the discharge or suspension is imposed. In case of suspension or discharge, written notice of the reason for the suspension or discharge will be sent to the employee's last known address by first class mail no later than the next business day following the day on which the suspension or discharge was imposed.

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

ARTICLE IX

Wages and Classifications

1. Salaries will be paid in accordance with the Salary Schedule attached to and made a part of this Agreement as Appendix "B".
2. "The Salary Schedule is based upon an eight (8) hour day and a five (5) day week."
3. Classification Schedule. Employees will be hired into classification pursuant to a Classification Schedule attached hereto and made a part of this Agreement and marked Appendix "A". The Court reserves the right to hire an employee into a lower classification than a classification level for which a vacancy may exist provided that the responsibilities shall be the responsibilities of the lower classification level.
4. Employees newly hired by the Court shall be given such credit for prior experience as the Court shall determine in accordance with the type of such experience, requirements of the position involved and budgetary requirements.
5. If the Court establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the Court. The Court will then advise the Union of the new job classification, its general job description or assignments, and the rate of pay determined by the Court. In the event the Union does not agree with the rate of pay established by the Court, the representative of the Court will meet with the Union to negotiate the rate.

ARTICLE X

Working Hours & Overtime

1. Working Hours. "The standard work week for full-time employees shall be forty (40) hours per week. The hours of operation of the office will be determined by the Court. In the event there are staggered hours of operation, employees will be rotated on a weekly basis. The rotation will take place each Monday. Employees affected will be required to rotate among the various starting and quitting times as their turn comes up on the rotation. There shall be a non-paid

lunch period of at least one (1) hour and two 15-minute rest periods, one in the morning and one in the afternoon. Lunch and rest periods shall be determined by the Court. Nothing contained in this Agreement shall be interpreted as prohibiting a Judge from extending an employee's work day on those occasions when it is required in order to complete the Court's work or from rescheduling an employee's lunch or rest periods to a time which is compatible with the Court's operation.

In the event there are questions regarding the rotation system after it is implemented, the parties will meet at a mutually agreed time to discuss the concerns.

Employees working within data processing shall be allowed to determine when to take their lunch period's provided however the lunch period for each employee occurs between 11 a.m. and 2 p.m. and the data processing operation remains adequately covered at all times.

2. Overtime.

- (a) All work in excess of forty (40) hours per week shall be paid either in the form of time and one-half pay or in the form of time and one-half compensatory time off, at the employer's discretion. However, compensatory time off must be taken in the same pay period in which it is earned.
- (b) Employees shall not work in excess of forty (40) hours per week without prior approval of the Court or its designee whenever possible.
- (c) In the event an employee has not worked a day designated as a holiday or vacation day, such day shall be considered as hours worked for the purpose of computing overtime for that week.

ARTICLE XI

Holidays

1. The following paid holidays are recognized for Court Employees:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - 4th Thursday in November
Day After Thanksgiving -
One-half ($\frac{1}{2}$) day before Christmas
Christmas Day - December 25
One-half day ($\frac{1}{2}$) before New Year's Day
Five (5) floating holidays

Unless required to treat Martin Luther King Day as a paid holiday for covered employees, Court reserves the right to continue the holiday schedule as currently specified. If the Court is required to change to observe the holiday as a paid holiday, one floater will be deleted from the schedule.

If the day on which any of such holidays is celebrated is changed by statute, Court Rule, or Administrative Order or directive, such changed day shall be recognized.

2. (a) Except as provided in (b) below, if any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday and if any such holiday falls on Saturday, it shall be celebrated on the preceding Friday.

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

3. To be eligible for Holiday pay an employee must have worked the scheduled work days immediately before and after the Holiday.
4. When a holiday falls within an employee's vacation period or during an approved leave of absence with pay and the employee is absent from work because of the vacation or such paid leave, the employee will be paid for that Holiday and not be paid nor charged for vacation time or such leave on the day of the Holiday. An employee on an unpaid leave of absence shall not be paid for any Holiday which occurs during such unpaid leave. Regularly scheduled Part-time Employees-A shall receive Holiday pay for the day of the Holiday equal to an average of a day's pay for the period in which the Holiday occurs.
5. An employee who is on a paid sick leave of absence at the time a Holiday occurs will be paid for the Holiday if the sick leave commenced immediately prior to or during the work week in which the Holiday occurs.
6. Employees scheduled to report for work on a Holiday, but who fail to report for and perform such work, shall not be entitled to Holiday pay. However, employees who are required to work during a Holiday shall receive double time pay for the hours worked in lieu of Holiday pay.

7. "Floating" Holiday Scheduling:

- (a) So far as possible, considering the needs of the Court, "floating" holiday schedules submitted by March 15 will be scheduled at the convenience of the employee. However, the Court shall have the right to approve individual "floating" holidays scheduled in accordance with Court needs. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times, except as provided in paragraph 8 below.
- (b) "Floating" holidays not scheduled by March 15 shall be used by the employee within the year as mutually agreed to with the Court.
- (c) "Floating" holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after scheduled vacation."
- (d) "Floating" holidays may be used in less than half day increments.

8. Rotation Provision: In the event employees with similar duties and similar skills are in conflict for requested vacation (or use of "floating" holidays) during a holiday work week, the same employee cannot take vacation (or "floating" holidays) in two (2) consecutive years if there is a request from the other employee for vacation time (or "floating" holidays) in the holiday week.

9. Pro-rata Floating Holidays for New Hires: New employees will be granted a pro-rata amount of the five (5) floating holidays in lieu of the five (5) floating holidays based upon their date of hire within the calendar year.

ARTICLE XII

Insurance Programs

Section 1. Hospital/Medical Insurance.

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

Effective 1/1/90: Regular Part-time Employees-A who are hired on or after January 1, 1990 who are regularly scheduled to work twenty (20) hours or more per week shall not be eligible for dependent coverage.

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

A four dollar - six dollar (\$4.00 - \$6.00) co-pay generic prescription plan.

Implement other health plan cost containment features as follows:

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

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

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

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

(iv) Pre-certification and Utilization Review.

NOTE: (i) through (iv) will sunset December 31, 1994, if not instituted County wide by January 1, 1995.

Employees will be required to pay a twenty (20) percent co-pay toward health insurance premium costs, provided that those who meet qualifications for participation and completion of wellness, for example, during 1990 would have no deduction or responsibility for co-pay in 1991 (part-time employees pro-rata relative to full-time).

(i) For Part-time Employees-A regularly scheduled to work twenty (20) or more hours per week, the Court shall pay that proportion of the cost of employee coverage and eligible dependent coverage (if requested and eligible) which the number of hours regularly scheduled to be worked by the employee each week bears to forty (40).

Payment: (i) Employees who do not complete participation each calendar year will be required to pay twenty (20) percent of the cost of the group hospital/medical coverage and the Court pay eighty (80) percent.

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

- (1) Employees who complete a Court health/lifestyles risk assessment (including the six (6) month follow-up), if required by the Court, will qualify for a reduction equal to one-quarter of the twenty (20) percent co-pay paid by the employee.
- (2) Employees who complete the aforementioned health/lifestyles assessment and who participate in and successfully complete a Court sanctioned wellness program (e.g. eight (8) week exercise/education program which is maintained through Core-Well) will qualify for a reduction equal to the remaining three-quarters of the twenty (20) percent co-pay paid by the employee.
- (3) The Court shall pay the full cost of the employee's participation in the health/lifestyles risk assessment.
- (4) The employee shall pay twenty (20) dollars toward the cost of the eight (8) week exercise/education program. The twenty (20) dollars will be reimbursed to the employee based upon successful completion of the program. Successful completion is defined as attendance at a minimum of seventy-five (75) percent of the scheduled classes.

- (5) New employees who participate in the wellness program during the first sixty (60) beginning days of employment and who complete the program and who successfully complete the probationary period will have the 20% co-pay factor reduced to 10% for the balance of the calendar year of completion.

Section 2. Life Insurance. The Court shall provide each regular Full-time and regular Part-time Employee-A who regularly works at least 20 hours per week with life insurance equal to one (1) times an employees annual salary with minimum coverage of \$12,500 and maximum coverage of \$50,000 with accidental death and dismemberment in the same amount. For eligible employees, such coverage shall become effective within sixty (60) days of an employee's hiring date.

Section 3. Dental Insurance. Basic family dental plan (60/40) without orthodontics and an \$800.00 maximum benefit year. The Employer will pay up to twenty-five dollars (\$25.00) maximum per month for an employee. Any costs above the Employer cost shall be shared equally between the Employer and Employee.

Section 4. Optical Coverage. The Court shall provide family optical coverage with employees paying twenty percent (20%) of the difference between single and family coverage rates to each regular Full-time and regular Part-time Employee-A who regularly works twenty (20) hours per week. The coverage will include exam, prescription lenses and approved frames every two (2) years, contact lenses if non-cosmetic.

Section 5. Short Term Disability Plan. The Court will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six (66) percent of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

Section 6. Long Term Disability Plan. The Court shall provide a long term disability insurance plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) consecutive months.

Section 7. Insurance Carriers. The Court reserves the right to change insurance carriers, both with respect to the group hospitalization and the group term life insurance, provided that equivalent or comparable benefits overall are provided under any new insurance program.

Section 8. Benefits In Accordance With Policies. All insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

Section 9. Continuation/Termination Of Insurance Coverage.

- (a) The Court's contributions toward the cost of the hospital/medical insurance and life insurance benefits provided for eligible employees pursuant to this Agreement shall be subject to continuation and/or termination as follows:
- (i) Such contributions will be continued for the first one (1) year of an approved leave of absence due to disability compensable by Worker's Compensation.
 - (ii) Such contributions will be continued so long as an employee is on an approved and fully paid leave of absence.
 - (iii) Such contributions will be continued during the first twelve (12) weeks of an approved but unpaid medical leave as if the employee had continued to work. If the employee is currently required to pay a portion of the cost of the health plan coverage, he/she must continue to make this payment.
 - (iv) Such contributions will be continued during the first thirty (30) calendar days of an approved but unpaid personal leave.
 - (v) Such contributions shall be continued for the first thirty (30) calendar days of any layoff.
 - (vi) Such contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.
 - (vii) Such contributions shall be discontinued immediately upon termination of the employee's employment.
 - (viii) Such contributions will be continued during leaves for a newborn or newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks in a twelve (12) month period for both forms of leave combined. If the employee is currently required to pay a portion of the cost of the health plan coverage, he/she must continue to make this payment.
- (b) If an employee wishes to continue coverage for any period with respect to which the Court's obligation does not exist or apply, the employee shall have the sole responsibility for making all arrangements and payments necessary for the continuance of such coverage at his own expense; provided,

however, that an employee having an approved leave of absence or on layoff may make arrangements with the Human Resources Office for continuance of the employee's insurance coverage (at his own expense) if:

- (i) the employee requests such continuation in writing to the Human Resources Administrator thirty (30) or more days in advance of the date when the employee's payment would be due; and
- (ii) the employee makes the required premium payment to the Human Resources Administrator thirty (30) or more days in advance of the payment's due date; and
- (iii) the insurance carrier and policy allow such continuation.

ARTICLE XIII

Health Program

Subsequent to an offer of employment, each prospective employee, including Part-time Employees-B, shall be required to undergo a medical examination by a physician or physicians, licensed to practice in the State of Michigan designated by the Court. The offer of employment shall be made contingent upon the results of the physical examination.

Rehires or Part-time Employees-B who have been off the payroll for more than thirty (30) days may be required to submit a statement from their physician qualifying them for their class of work (with or without accommodation). Such a statement shall be submitted to the County Human Resources Office. Any physical examination expenses incurred in the hiring of a new employee as a requirement for employment by the Court shall be paid for by the Court.

ARTICLE XIV

Vacations

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

- (a) Full-time Employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work. As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours up to but not exceeding 2,080 paid hours per vacation year:

<u>Year of Service</u>	<u>Rate of Earning</u>
During first (1st) through third (3rd) years	.03846 hours of paid vacation per paid hour of work (2 weeks for full-time)
During fourth (4th) through tenth (10th) years	.05769 hours of paid vacation per paid hour of work (3 weeks for full-time)
During eleventh (11th) year	.06154 hours of paid vacation per paid hour of work (3 weeks + 1 day for full-time)
During twelfth (12th) year	.06538 hours of paid vacation per paid hour of work (3 weeks + 2 days for full-time)
During thirteenth (13th) year	.06923 hours of paid vacation per paid hour of work (3 weeks + 3 days for full-time)
During fourteenth (14th) year	.07308 hours of paid vacation per paid hour of work (3 weeks + 4 days for full-time)
During fifteenth (15th) year and subsequent years	.07692 hours of paid vacation per paid hour of work (4 weeks for full-time)

(Vacations to be rounded to nearest whole hour).

(b) Part-time Employees-A shall be credited with paid vacation time, effective January 1st of each calendar year, equal to their hours worked during the prior calendar year times .03846 (rounded to the nearest whole hour). Such vacation shall not accumulate more than one hundred (100) hours. In the event a Part-time Employee-A has accumulated one hundred (100) hours of vacation time credits, paid hours of vacation time credits which the employee would have normally earned pursuant to this section shall cease to be earned until such time as the employee's accumulation of paid hours vacation is less than one hundred (100) hours.

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

2. Vacation Year. For purposes of this Article, a vacation year is defined as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

3. Allocation of Vacations. Although the Court reserves the final right to allocate vacations, it is agreed that an effort shall be made to schedule an employee's vacation leave consistent with the manpower and workload requirements and the vacation requests of other employees. In any such allocation, employees with seniority in terms of service shall be given first preference. An employee shall not be permitted to take vacation leave one (1) day at a time unless approved in advance by the Court or its designee. Employees desiring a vacation preference shall submit their written selection to the Court prior to March 15 of each calendar year. Once an employee has made his selection, he shall not be permitted to change the selection unless such change would work no undue hardship on the Court's work schedule.
4. No Accumulation Or Prepayment.
 - (a) Maximum Accumulation/No Prepayment. Paid hours of vacation shall not accumulate beyond a maximum of two hundred (200) hours. In the event an employee has accumulated two hundred (200) paid hours of vacation, paid hours of vacation which the employee would have normally earned pursuant to Section 1 above shall cease to be earned until such time as the employee's accumulation of paid hours of vacation is less than two hundred (200) hours.
 - (b) Paid vacation shall not be granted or allowed in advance (i.e. vacation may not be taken before it has been earned as herein provided).
5. Vacation Pay.
 - (a) Employees will be paid vacation pay based on their classification at the time of the vacation period.
 - (b) Pay for vacations shall be paid on the regular payday, as if the employee taking vacation had worked instead.
6. Termination Pay.
 - (a) Upon termination of employment, a regular full-time employee or a regular part-time employee-A shall be granted the pro-rata vacation pay for which he is eligible for the year in which termination occurs. Any employee who leaves Court employment prior to one (1) continuous year of service shall not be entitled to accrued vacation pay.
 - (b) In case of the death of an employee, any unused accrued vacation for which he is eligible will be paid to the primary beneficiary in writing to the Court or, in the absence of such designation, to the employee's estate.

ARTICLE XV

Retirement Plan

The Court will pay all costs of the Ottawa County C-1 Retirement System, with the F-55 (25) benefit, including the employee's portion.

ARTICLE XVI

Sick Pay, Worker's Compensation

1. Sick Pay. (a) Credit. Paid sick leave shall be credited, and may be accumulated, as follows:
 - (i) Regular full-time employees shall be credited six (6) paid sick leave days at the beginning of each calendar year. New regular full-time employees shall be credited with a prorated amount.
 - (ii) Part-time employees-A shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.
- (b) Carryover: At the beginning of each calendar year, up to four (4) days of sick leave from an employees prior year's sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed ten (10).
- (c) Medical Verification: The following medical verification provisions shall apply:
 - (i) The Court may, in its discretion, require an employee submit competent medical verification of any use of paid sick leave if:
 1. The paid sick leave absence equals or exceeds two (2) consecutive scheduled working days; and/or
 2. The paid sick leave absence equals or exceeds a total of six (6) scheduled working days (whether or not consecutive) per calendar year: and/or
 3. The employee demonstrates a paid sick leave pattern -- e.g.: using Fridays or Mondays on a recurring basis.
 - (ii) Medical verification of illness in connection with an employee's paid sick leave use shall be in the form of a doctor's certificate if the employee was

seen by a physician or, if the employee was not seen by a physician, such verification shall be in the form of a signed statement by the employee specifying the nature and duration of the illness.

- (iii) Failure to provide medical verification for paid sick leave use, and/or false use of paid sick leave, shall be grounds for discipline up to and including discharge.
- (iv) In addition, in the event of the absence of an employee for illness, injury or disability, the Court may require the employee to submit to an independent medical examination by a physician designated and paid by the Court.
- (d) Request Form. Each employee shall, if requested, be responsible for giving a signed absentee record to his Department Head immediately following his return to work.
- (e) Illness. Paid sick leave may be utilized by an employee in the event of his or her disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury or disability is job related and compensable by Worker's Compensation, then and in such event, the use of paid sick leave shall be subject to the provisions of Section 2, below, pertaining to Worker's Compensation.
- (f) Funerals. An employee may use one-half (1/2) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend in the local area, or one (1) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend if travel is required outside the local area. The employee shall elect, at the time of the absence, whether to have such absence charged against his available sick leave or vacation.
- (g) Medical/Dental Appointments. Under extenuating circumstances, accumulated paid sick leave may be used for medical or dental appointments where: (1) it is an emergency situation which requires immediate medical or dental attention, or (2) the condition cannot be attended to outside the normal working hours. As much advance notice as possible of the need for such use of sick leave must be given.
- (h) Family Illness. Accumulated paid sick leave may be used for an emergency medical situation in an employee's immediate family which requires immediate medical attention. An employee shall be limited to no more than one (1) day of paid sick leave per emergency medical

situation in the employee's immediate family, with no more than a total of five (5) days of paid sick leave to be taken per calendar year for emergency medical situations in the employee's immediate family. For purposes of this subsection, "immediate family" shall be defined as spouse, child, parent, father-in-law, or mother-in-law.

- (i) Vacation Leave For Sick Leave. An employee may use accumulated paid vacation leave as sick leave after exhaustion of his accumulated paid sick leave.
- (j) Sick Bank Elimination. Eligible employees who were employed and had a sick leave balance on December 31, 1986, after exercising a one-time only option of carrying up to four (4) days forward into 1987, shall be credited January 1, 1987, with an amount equal to the remaining sick leave balance as of December 31, 1986, times the employee's December 31, 1986 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".
- (k) Payment on Termination. Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as follows:
 - (i) One hundred percent (100%) payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate.
 - (ii) Fifty percent (50%) payment upon voluntarily leaving after a minimum of ten (10) years continuous service.

2. Worker's Compensation.

- (a) The Court shall provide coverage for employees in accordance with the Michigan Worker's Compensation Act.
- (b) An employee who receives a work related injury or illness and draws Worker's Compensation as a result of his or her employment by the Court may, at the option of the employee, receive from the Court a supplemental payment from the employee's accumulated paid sick leave credits and/or vacation accrual. Such supplemental payment shall be equal to the difference between the weekly Worker's

Compensation benefits received by the employee and the employee's normal take-home pay. The employee's paid sick leave accumulation and/or vacation accrual shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made, for regularly scheduled time lost, until the employee's paid sick leave accumulation and vacation accrual are exhausted or Worker's Compensation is terminated, whichever occurs first.

ARTICLE XVII

Leaves of Absence

1. Personal Leave.

- (a) Personal leaves of absence without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of looking for, seeking or securing work elsewhere, may be granted by the Court upon receiving written application by an employee.
- (b) When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same step and type of position the individual held at the time the leave was granted. If the employee refuses to accept reemployment upon termination of such leave, the employee's right to reemployment ceases.
- (c) Personal leave for a period of more than ninety (90) calendar days may be granted by the Court on such conditions as may be established by the Court in writing at the time such leave is granted with such rights of reinstatement as are provided therein. If the employee refuses a position upon termination of such leave for which the employee is qualified, the employee's rights to reemployment by the Court cease.
- (d) The employee agrees when leave is granted to keep the Court informed of any change in the status or condition that caused the employee to request the leave.
- (e) Vacation time, holidays, accumulation of sick leave, or other employee benefits shall not accumulate or be paid during leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave. Insurance coverage may be continued during such leave if the employee pays the necessary premiums.

(f) Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, the Court will make every effort to place the employee in a position that he/she is physically and mentally able to perform.

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

(a) Leave for Newborn or Newly Placed Child Defined: A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a son or daughter or the placement of a son or daughter with the he employee for adoption or foster care.

(b) Leave for the Care of a Family Member Defined: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.

(c) Eligibility for Leaves of Absence for a Newborn or Newly Placed Child and for the Care of a Family Member. In order to qualify for a leave for a newborn or newly placed child or leave for the care of a family member the employee must meet all of the following conditions:

1. The employee must have worked for the Court at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. Employees who have been employed by the Court more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin.

(d) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 2. (a) and (b) above.

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

leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the Court for review.

(f) If a leave for a newborn or newly placed child or for the care of a family member is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending dates of leave, and shall be signed by the Court.

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

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

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

(j) An employee on a leave for a newborn or newly placed child or for the care of a family member shall keep the Court apprised of any relevant changes in his or her conditions and/or circumstances, and the Court may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, when requested, shall be grounds for termination or revocation of the leave.

(k) When an employee plans to take leave for a newborn or newly placed child or for the care of family member the employee must give the Court thirty (30) days notice. If a thirty (30) day notice is not possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the Court receives notice.

(l) Intermittent Leave or a Reduced Work Schedule. Employees

may take leave for a newborn or newly placed child or for the care of a family member in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks over a twelve (12) month period in the aggregate. The Court may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care of a child, the Court and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

3. Leaves of absence including medical leaves, and leaves covered under the Family and Medical Leave Act shall not exceed, when combined, twelve (12) weeks in a twelve (12) month period without specific approval from the Chief Judge.
4. Military Leave of Absence. Application for military service leave of absence shall be made to the Court in writing as soon as the employee is notified of acceptance in military service, and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual, and rights under such provisions shall be governed by applicable Federal and State laws. Military Leave for Reservists will be governed in accordance with State and Federal law.
5. Bereavement Leave.
 - (a) Full-time employees who have completed their probationary period may be granted up to a total of three (3) work days as bereavement leave with pay in the event of death in the employee's immediate family. As used in this Section, the term "immediate family" is defined as including an employee's spouse, child, parent, brother or sister, brother-in-law or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, or grandchild.
 - (b) Paid bereavement leave shall not be granted during an employee's paid vacation, on a paid holiday, or during any leave of absence (whether medical or personal).

ARTICLE XVIII

Promotions and Evaluations

1. Employees who demonstrate potential ability and aptitude for positions of increased responsibility shall be given every possible consideration for promotion when vacancies occur. Ability, dependability, punctuality and length of service shall be among the factors considered in filling the vacancy or new position. The final decision shall rest with the Court. Length of service is defined as the length of continuous service as a Court employee who has completed the probationary period.
2. Notice of vacancies in positions covered by this Agreement, shall be posted for a minimum of two (2) working days on the bulletin board in the County Building.
3. Promotions: Employees within the department who have the necessary skills, abilities and experience will be considered for possible promotion before county employees are considered for any such promotion.
4. A promoted employee shall be placed on the lowest salary step (based on the current salary schedule) of his new classification which will afford the employee a pay raise. For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion. In no event, however, shall such increase be less than two hundred dollars (\$200.00), but in no event, shall any employee receive an adjustment that would exceed the maximum for the paygrade.
5. Temporary Transfer: Employees who are officially assigned to temporarily fill a vacancy, created by another employee being on a personal or medical leave of absence greater than fourteen (14) days, in a higher paying classification shall be paid at the lowest step of the higher paying classification which affords the employee a pay raise for the duration of the leave of absence. Such assignments shall not exceed six (6) months, except upon mutual agreement to extend between the Court and employee. Following such temporary assignment, the employee shall be returned to his or her former classification, department and rate of pay (with credit for the time spent in the higher classification).

ARTICLE XIX

Professional Meetings

1. Employees who desire to attend a meeting which is likely to improve their competency may submit written requests to attend to the Court. If the Court determines attendance at such meeting is in the best interests of the Court, it shall approve such request. The Court shall grant necessary normal working hours time off without loss of pay for attending meetings so approved and may also provide for reimbursement of the necessary out-of-pocket expenses incurred in such attendance.
2. In advance of taking an accredited extension or similar course in an area related to his work, an employee may apply to the Court for reimbursement of the cost of tuition upon satisfactory completion thereof. The Court shall have full discretion to grant or deny any such request. If reimbursement is allowed, the employee agrees to remain in Court employment for at least one (1) year after completion of the course. If he leaves before such time, he will repay a proportionate share of the reimbursed expenses.

ARTICLE XX

Use of Facilities

The Union may use Court rooms available outside normal business hours for Union meetings, with prior consent of the Court and the Building Superintendent.

ARTICLE XXI

Jury Duty, Court Time

1. Jury Duty.
 - (a) An employee who is called for jury duty shall notify the Court immediately upon receiving notice of such call.
 - (b) If an employee serves on jury duty during days normally scheduled for work, the Court will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his normal weekly pay check upon presentation of a written statement of jury earnings from the proper Court official.

(c) Time spent on jury duty during regular work hours shall be considered as time worked.

2. Court Time.

(a) If an employee is called as a witness in a judicial proceeding for reasons in connection with his or her employment by the Court, such employee shall:

(i) Receive leave with pay for such attendance.

(ii) Receive compensatory time off for such court time when it occurs during hours when he or she is not scheduled for work.

ARTICLE XXII

Layoff Procedure

1. In the event the Court determines that a reduction in force is necessary, it shall determine the classifications and number of positions in each classification which will be maintained and the following layoff procedure will then be implemented.

2. The employee or employees with the least seniority in the highest affected classification shall be laid off from his/her classification, except where a prior written evaluation filed six months in advance of any layoff shows a less senior employee to be superior in performance to a more senior employee, or if, in the opinion of the Court, a particular employee is necessary for the efficient operation of the Court's business. For purposes of layoff, such employee or employees will be considered to have greater seniority than employees in lower classifications and will be assigned by the Court to any such lower classification which they are fully qualified to perform without disruption of the work process. Such procedure shall then be repeated among employees in each other classification affected. Any employee who is laid off or displaced from his/her classification by this procedure and who cannot be assigned to another position shall be laid off.

3. For purposes of this Article, seniority shall be employee's length of continuous service in the Court.

4. An employee who is assigned to a lower classification in lieu of layoff shall have first recall rights to his/her former classification if a vacancy therein occurs. Employees who are laid off by reduction in force shall have recall rights for one (1) year for vacancies for which they are fully qualified. Notices of recall shall be sent by certified mail to the recalled employee's last known address and shall allow a minimum of one (1) week between day of mailing and the day

scheduled to return to work. A recalled employee who does not report for work on the designated return date or who has indicated that he/she no longer desires to be employed by the Court shall lose recall rights.

5. Chief Steward Super-Seniority.

The bargaining unit's designated Chief Steward shall head the classification seniority list within his/her classification for the purposes of layoff and recall for the term of his/her office only; provided, however, that this section shall not be construed to require the Court to create a job or vacancy which would not otherwise exist nor to place the employee in another bargaining unit position which, in the sole discretion of the Court, the employee is not fully and wholly qualified to perform. In the event the Chief Steward is laid off, the Union shall designate an unaffected bargaining unit employee as the new Chief Steward.

ARTICLE XXIII

Termination of Employment

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

ARTICLE XXIV

No Strike - No Lockout

1. It is recognized that the needs for proper service to the Public by Court Employees are of paramount importance and that there will be no interference with such service.
2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and its members covered by this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with Court services.
3. The Court shall have the right to discipline or discharge any employee participating in any such interference, and the Union agrees not to oppose such action. It is understood, however, that an employee shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

4. The Court will not lock out any employees during the term of this Agreement.
5. Neither the Union nor any of its officers, agents or representatives shall be liable to the Court in any actions at law for damages arising out of any interruption of the Court's operations in violation of the provisions of this Article if, immediately upon receipt of notice from the Court of such interruption by employees, the Union advises the Court that such action is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXV

Miscellaneous

1. Validity. The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan and to the Rules and Administrative orders and directives of the Michigan Supreme Court governing judicial activities. If any Article or Section of this Agreement should be held invalid by operation of such constitutions, laws or rules or administrative orders or directives, the remainder of this Agreement shall not be affected thereby, and the parties shall immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
2. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject or matter not renewed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily waive the right and each agrees that the other shall not be obligated, to further bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement. This Agreement, as set forth herein, states the entire Agreement between the parties.
3. Amendments. This Agreement may only be supplemented or amended by mutual consent and agreement of the parties. Any such supplement or amendment shall be in writing, shall be signed by the parties authorized representatives and shall become and be a part of this Agreement without changing the terms or provisions of this Agreement except as clearly and specifically provided in any such written supplement or amendment.

4. Mileage.

- (a) Employees who are required by the Court to use their personal vehicles in the conduct of Court business shall be reimbursed in accordance with the Court's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the Court may require.
- (b) Mileage Reimbursement Rate: The prevailing mileage reimbursement rate of the Court shall be equal to that mileage reimbursement rate paid to the general County employee group.

5. Deferred Compensation.

Employees will be eligible to participate in the Court sponsored deferred compensation plan(s). The Court will contribute a twenty percent (20%) match (up to a \$625 annual maximum employer match) on each employee's contributions subject to the terms and conditions of the plan(s).

ARTICLE XXVI

LONGEVITY

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

Years of Completed Continuous Service with the Employer as of October 1st of each year

Amount of Payment

5 years
For each year after
5 years up to thirty
(30) years total

\$250
\$ 50 additional
to a maximum of
\$1,750 for thirty
(30) years service

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Part-time employees-A and employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro-rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.


ARTICLE XXVII

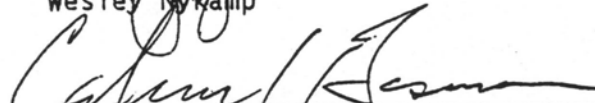
Duration

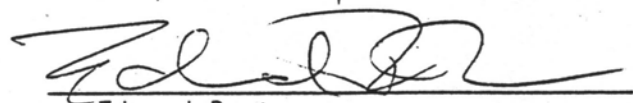
1. This Agreement shall take effect immediately and shall continue in effect through December 31, 1996 with wages retroactive to January 1, 1994.
2. Any supplementary Agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement without changing any other terms of the Agreement. This Agreement states the entire agreement between the parties and during its term neither shall require the other to engage in further bargaining on any subject, whether mentioned herein or not. This Agreement shall be binding upon the parties hereto and their successors for the Court and Union.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
by their duly authorized representatives this 7th day of
March, 1994.

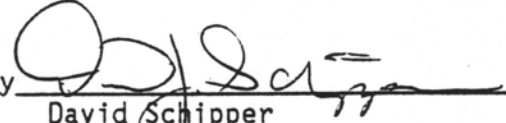
JUDGES OF THE TWENTIETH CIRCUIT
OF MICHIGAN

By 
Wesley Mykamp

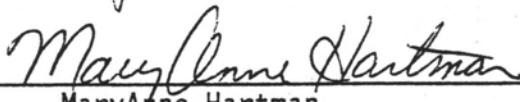

Calvin L. Bosman

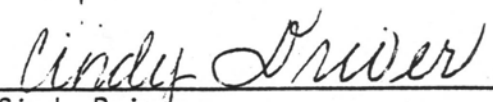

Edward Post

OTTAWA COUNTY EMPLOYEES ASSOCIATION

By 
David Schipper


Jodi Salacina


MaryAnne Hartman


Cindy Driver

APPENDIX A
CLASSIFICATION SCHEDULE

<u>Classification</u>	<u>Pay Grade</u>
Judicial Clerk I	01
Judicial Clerk II	02
Data Processing Specialist	03
Parent Location Specialist	03
Accounting Clerk	04
Senior Data Processing Specialist	05
FOC Investigator	08
Family Services Coordinator	09

APPENDIX B
 FRIEND OF THE COURT
 1994 - 1996
 Salary Schedule

- 1/1/94: 5% across the board.
 1/1/95: Increase salary schedule by the Consumer Price Index percentage used for the Headlee calculation; or if lost revenues not replaced, no wage increase, re-open wages, discuss lay-offs. In addition, other issues as mutually agreed to.
 1/1/96: Same as 1995.

<u>Position</u>	<u>Start</u> (A)	<u>6 mo.</u> (B)	<u>1 yr.</u> (C)	<u>2 yr.</u> (D)	<u>3 yr.</u> (E)	<u>4 yr.</u> (F)	<u>5 yr.</u> (G)
01 1/1/94	7.6860	7.8435	7.9905	8.3160	8.6730	9.0195	9.3765
02 1/1/94	8.2664	8.4630	8.6377	9.0199	9.4021	9.7843	10.1665
03 1/1/94	8.8935	9.1035	9.3345	9.7335	10.1640	10.5945	11.0460
04 1/1/94	9.5332	9.7625	10.0136	10.4723	10.9746	11.4442	11.9356
05 1/1/94	10.2165	10.4790	10.7520	11.2560	11.7915	12.3375	12.8730
06 1/1/94	10.9620	11.2350	11.5290	12.0960	12.6840	13.8600	13.9125
07 1/1/94	11.7180	12.0540	12.3690	13.0095	13.6605	14.3325	14.9940
08 1/1/94	12.6235	12.9838	13.3552	14.0650	14.7966	15.5392	16.2817
09 1/1/94	13.3552	13.7374	14.1305	14.9276	15.7248	16.5329	17.3410

LETTER OF UNDERSTANDING
BETWEEN
OTTAWA COUNTY EMPLOYEE ASSOCIATION
AND
EMPLOYER

Ottawa County Self Participation Wellness Program

Guidelines:

Employees who participate in a self-disciplined health style program or who wish to propose a program for approval to qualify for the participation component of the Wellness Program should seek a recommendation for approval from the Human Resources Department. The "Preliminary Approval Form for a Self-Disciplined Wellness Program" can be obtained from the Human Resources Office. The employee must complete this form indicating details about the proposed program, the employee's historical involvement, the length of the program, how often the employee does or would participate, how the program is administered, and how the employee would propose to document attendance and participation.

Once this form has been completed and submitted, Human Resources will review the proposed plan and return a copy to the employee with an indication that the plan, A) will not be recommended (for approval), B) will not be recommended as outlined (but may qualify with modification), or, C) does meet general guidelines. In the event that the proposed plan does receive this preliminary recommendation for approval, the employee may proceed or continue with participation as outlined. Once the employee completes participation as outlined and submits the required documentation, Human Resources will recommend approval to the Human Resources Administrator who has sole discretion to approve or disapprove. In any event, approval will not be given until after the proposal has been recommended for approval, the employee has completed required involvement and the required documentation has been given to Human Resources.

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

- Cessation of smoking
- Lowering cholesterol level
- Physical exercise on a regular extended time period
- Discontinue use of alcoholic beverages (AA attendance)
- Attendance on a regular basis at health education classes offered by agencies such as hospitals, adult education centers, YMCA, etc.

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

- Doctors' certificates or statements
- Statements from fellow workers (walking/running programs)
- Personal statements from the employee

Certificates from any of the organizations named above
Follow-up results from the required physicals by the County

It is intended that self-disciplined wellness programs be allowed in order to provide an opportunity for individual wellness programs where County sponsored programs do not exist, while not sacrificing the County's need to document the employee's participation or to have the ultimate determination of what level or type of program or participation will be approved for the participation component.

Likewise, the use of preliminary approval forms for such programs are intended to provide a mechanism which will indicate whether or not a plan for participation by employees meet general guidelines for recommending approval. In the event that there may be differences or misunderstandings about what type of plan the County may approve, the above guidelines provide the employee with a method of receiving an indication as to whether or not the plan will be recommended for approval "up front" before potentially investing time and/or money into a program that would not be ultimately approved. In this manner the employee can enter into participation with the confidence that if completed, the required participation component will be recommended. Again, the required evidence and documentation must be submitted as required in order for the program to receive the recommendation.

LETTER OF UNDERSTANDING BETWEEN
20TH CIRCUIT COURT
AND
OCEA CONCERNING
ARTICLE XVI SECTION 1 (J) - SICK LEAVE ACCOUNT

In the event the County makes available to any employee group a "roll over" option of eligible employee's sick leave accounts to a tax deferred annuity plan, such option will be made available to the employees of the 20th Circuit Court represented by OCEA. The following conditions shall apply:

1. Such "roll over" dollars shall be limited to a maximum of fifty percent (50%) of an eligible employee's sick leave account;
2. Any funds "rolled over" will not be eligible for an employer match;
3. Employees who exercise such an option must have been employed by the Court for a minimum of ten (10) continuous years of service;
4. The transfer of such funds shall be in accordance with applicable statutory and I.R.S. regulations;
5. For any eligible employee exercising the "roll over" option, all funds remaining in the sick leave account will only be payable upon retirement or death (pursuant to Article XVI Section 1 (k) (i)).