

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OTTAWA COUNTY JUVENILE COURT EMPLOYEES ASSOCIATION

AND

PROBATE COURT FOR THE COUNTY OF OTTAWA

EFFECTIVE

THROUGH DECEMBER 31, 1993

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AGREEMENT BETWEEN

PROBATE COURT FOR THE COUNTY OF OTTAWA

AND

OTTAWA COUNTY JUVENILE COURT EMPLOYEES ASSOCIATION

THIS AGREEMENT, is entered into by and between the Probate/Juvenile Court for the County of Ottawa, represented by the duly elected Judge thereof and hereinafter called the "Court," and the Ottawa County Juvenile Court Employees Association, hereinafter called the "Association."

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 Association and the Court, so as to serve the best interests of the parties and the people of Ottawa County.

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

The parties hereto recognize that the people of the County of Ottawa represented by the Ottawa County Board of Commissioners have an integral part in this agreement in terms of being the funding agent for the judicial branch of government. Upon that recognition, the parties acknowledge that the County is a necessary party to this agreement in terms of the financial implications represented hereby. Further, when this agreement confers a financial or administrative duty on the Court, all parties agree that the term "County" may be substituted for the word "Court" pursuant to agreements between the Court and the County.

To these ends, the Association, the Court and the County encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1. Recognition. The Court recognizes the Association as the exclusive bargaining representative for the following unit of employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment:

All full-time and regular part-time employees of the Youth Home and Juvenile Court Division of Ottawa County Probate Court, including Probation Officers, Child Development Workers, Caseworkers, Office Clerical, and Cooks; but excluding elected personnel, supervisors, casual employees, and all other employees of the Probate Court.

Specifically the following classifications are recognized as qualifying for membership in the Association:

- Senior Juvenile Court Caseworkers
- Juvenile Court Caseworkers
- Senior Child Development Workers
- Child Development Workers
- Regular part-time Child Development Workers
- Regular part-time Cooks
- Food Service Supervisor
- Juvenile Court Financial Clerk
- Judicial Clerk I's
- Judicial Clerk II's
- JTPA Coordinator

Specifically the following positions by job descriptions are excluded as qualifying for membership in the Association:

- Director of Court Services
- Assistant Director of Court Services--Casework Supervisor
- Juvenile Court Referee
- Programs Coordinator
- Juvenile Register
- Special Program Supervisor
- Deputy Juvenile Register--Office Manager
- Youth Home Supervisor

Section 2. Employees. Such bargaining unit employees are hereinafter referred to as "Employees."

Section 3. Gender. The masculine pronoun, whenever used herein, includes the feminine, and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE II

DEFINITIONS OF EMPLOYEES

Section 1. Full-Time Employees. Employees normally scheduled, on a regular and recurring basis, to work forty (40) hours per week, as designated by the Court, shall be considered as full-time employees. A full-time employee shall receive pay and benefits as specified by this Agreement.

Section 2. Regular Part-Time Employees. Employees who are normally and regularly scheduled to work the equivalent of sixteen (16) or more

hours, but less than forty (40) hours per week, shall be considered as regular part-time employees.

Section 3. Temporary or Casual Employees. Employees who are irregularly scheduled for temporary part-time or full-time work or regularly scheduled to work less than sixteen hours per week shall not be covered by the terms of this agreement for any purpose.

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first six (6) months of employment. The Court reserves the right to extend the period of probationary status in particular instances for an additional three (3) month period by written notice to the employee prior to the expiration of the six (6) month initial probationary period.

Temporary or casual employees shall not acquire seniority status regardless of the length of employment. Regular part-time employees shall be on probationary status until they work the equivalent number of hours as a full-time employee would be required to work pursuant to the requirements of the above paragraph except, however, such regular part-time employees shall receive credit for hours worked as part-time employees in the event that they become full-time employees. While probationary employees shall enjoy the benefits of this contract during the probationary period, such benefits or rights shall not become fully vested until the probationary period shall have expired, but then, retroactive to date of employment.

ARTICLE III.

ELIGIBILITY FOR BENEFITS

Section 1. Regular Part-time Employees Eligibility for Benefits.

Regular part-time employees shall receive pay and benefits as specified by this Agreement as follows:

- (a) Regular part-time employees hired as regular part-time employees prior to the ratification date of this contract, shall receive pay and pro-rata fringe benefits;
- (b) Regular part-time employees hired on or after the ratification date of this contract who work twenty (20) or more hours per week shall receive pay and pro-rata fringe benefits.

There shall be a year-end adjustment as to fringe benefits based on the average actual number of hours worked per week in the previous year. Includes job sharing employees provided they are sharing a full-time position.

ARTICLE IV

ASSOCIATION SECURITY AND CHECK-OFF

Section 1. Modified Security.

(a) The parties agree that all employees who are subject to the terms of this Agreement are presently members of the Association and that such employees shall remain members in good standing of the Association for the duration of this Agreement or shall be compelled to pay to the Association a sum equivalent to membership dues and assessments uniformly levied upon all Association members.

(b) New employees or employees hired into classifications covered by this Agreement during the term of the Agreement shall be given an opportunity to opt for membership in the Association at the expiration of their probationary period under such terms and conditions promulgated by the Association. If such new employee opts for membership, in writing, to the Association and the Court, he or she shall be subject to the provisions of this Article.

(c) This Article shall not apply to any employee after the next ending of this Agreement, who within thirty (30) days preceding the next ending of this Agreement, shall withdraw from the Association by sending a signed withdrawal letter to the Association and to the Court with a copy to the Personnel Director.

Section 2. Check-off. (a) The Court and County agree that regular monthly dues of the Association will be deducted from the pay of each employee who files with the County Administrator's Office a check-off authorization form which has been executed by the employee and which remains in effect. Such amounts shall be promptly remitted to the Association's Representative within fourteen (14) days after deduction.

(b) The Court and the County shall not be liable to the Association by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than actual dues deductions made from employees' wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

Section 3. Indemnification. The Association agrees to indemnify and hold the Court and the County, their respective officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the Association Security and/or Check-Off provisions of this Article.

ARTICLE V

ASSOCIATION REPRESENTATION

Section 1. Bargaining Committee.

(a) For purposes of collective bargaining with the Court, the Court agrees to recognize no more than four (4) Association members picked by the Association as the bargaining committee. One of the committee members shall be designated as an alternate in the event that one of the other three (3) is unable to participate in a given bargaining session.

(b) The Association reserves the right to retain outside representation to assist the bargaining committee in its functions.

Section 2. Stewards. The Court agrees to recognize designated stewards of the Association for the purpose of processing grievances of employees. Only one steward shall be assigned to any given grievance. When it is necessary for a steward to leave his or her work to officially participate in the grievance procedure established in this agreement, such steward shall notify his or her immediate supervisor. Such steward shall return to his or her job as promptly as possible and upon returning, such steward shall immediately report to his or her immediate supervisor. Steps in the grievance procedure shall be scheduled as much as possible to allow for a given steward's presence without disruption of necessary services or functions of the Court.

ARTICLE VI

COURT RIGHTS

The Court on its own behalf and on the behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon invested in it by the laws and the Constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except as specifically relinquished herein are reserved to and remain vested in the Court, including, but without limiting the generality of the foregoing, the right: (a) to determine the size of the work force and increase or decrease in its size; (b) to hire new employees, to assign and layoff employees, to change the length of time of any work week or work day; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (d) to establish and change work rules, work standards and the methods, processes, and procedures by which such work is to be performed; (e) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (f) to establish training requirements for purposes of maintaining or improving professional skills of employees for purposes of

advancement; (g) to schedule the work days and the hours of work. The Court reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority of the Court had prior to the signing of this Agreement are retained by the Court and remain within the rights of the Court; whether or not such rights have been exercised in the past.

ARTICLE VII

NEGOTIATION PROCEDURES

Section 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 eighty (180) calendar days before the termination date hereof, with the purpose of attempting to conclude such negotiations on or before said termination date.

Section 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 Association's bargaining unit members 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 make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 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 Association and of the Court.

Section 4. Scheduling of Negotiation Sessions.

All meetings by and between the Bargaining Committee and the Court shall occur at times which are mutually agreeable with the Court and the Association and shall not occur at times which conflict with any Bargaining Committee members scheduled working time without the express prior approval of the Court.

ARTICLE VIII

GRIEVANCE PROCEDURES

Section 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 interference with 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.

Section 2. Definitions. (a) "Grievance shall be a complaint by an employee involving the application or interpretation of a specific provision of this Agreement and claiming a violation thereof.

(b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.

(c) The term "steward" shall mean a bargaining unit employee designated by the Association to represent other bargaining unit employees in the administration of this Grievance Procedure.

Section 3. Steps in Grievance Procedure.

STEP ONE: An employee having a grievance shall first discuss such grievance with the employee's immediate supervisor, or in the case of Youth Home employees, with the Youth Home Superintendent, within seven (7) days of the event giving rise to the grievance but, allowing for authorized leave of either the employee or the supervisor involved. The purpose of Step One is to attempt to resolve any grievance informally.

STEP TWO: If the grievance has not been resolved pursuant to Step One, an Association steward shall meet with the employee and the appropriate supervisor at the request of the employee to again attempt to resolve the matter informally.

STEP THREE: If the grievance has not been satisfactorily resolved pursuant to Step One and Step Two or in the event the employee chooses not to invoke Step Two, the employee and the steward designated by the Association shall reduce the grievance to writing and present it to the Director of Court Services. The grievant, the Association steward, the immediate supervisor and/or other persons designated by the Director shall be invited to meet with the Director for discussion of the grievance, as soon as possible, but within thirty (30) days after such filing. Upon conclusion of such meeting and discussion, the Director shall prepare a written response to the grievance and give copies of such response to the grievant and the Association steward within fifteen (15) days.

STEP FOUR: If the grievant remains unsatisfied by utilization of Step One, Two and Three, he may present, in writing, his grievance to the Chief Judge of the Probate/Juvenile Court. As soon as possible, the Chief Judge shall set a hearing, on the record, and give notice to the parties or persons previously involved in the grievance along with other persons the Chief Judge feels may have information regarding the grievance. At such hearing, the Association may present the grievance, the Court Representative may respond and the Chief Judge may take whatever further testimony or information he desires to help resolve said grievance.

Upon the conclusion of the hearing, the Chief Judge shall issue a written finding of law and fact. If the grievance boiled down to a dispute over facts, the Chief Judge shall uphold the finding of the Director unless he believes that the decision of the Director was clearly wrong under applicable law and circumstances.

Section 4. Time Limits. An employee grievant shall present his written grievance to the Court Director within seven (7) days after the conclusion of efforts under Step One or Step Two above. The employee grievant shall present a written grievance under Step Four to the Chief Judge within ten (10) days after receipt of the Director's response. The Chief Judge shall respond to the grievance within thirty (30) days of the date of the hearing in Step Four when possible. If a grievant fails to meet the time limits herein contained, he shall be deemed to have abandoned said grievance unless said time limits have been waived or extended by mutual agreement between the Association and the Director of the Court.

Section 5. Lost Time. The Court agrees to allow employees and Association Stewards to pursue grievances within normal working hours as shall be deemed reasonable by the Court without penalty to the employee or employee steward.

Section 6. Transcript Fee. If the Association or an employee desires a transcript of the hearing under Step Four, the Association and/or the employee shall make arrangements with the Court Recorder for payment of legal transcription fees.

ARTICLE IX

WAGES AND CLASSIFICATIONS

Section 1. Classification Schedule. Employees will be hired into classifications 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.

Section 2. Salary Schedule. Salaries will be paid in accordance with the Salary Schedule attached to and made part of this Agreement as Appendix "B".

Section 3. Step Increases. (a) Except for salary step increases withheld under subsection (b) below, regular full-time and regular part-time employees shall advance between steps within a classification on the salary schedule based on the employee's length of service in the given position. "Length of service", as used in this section, refers to the weeks, months, and years for regular part-time and full-time employees in the position, without regard to the hours worked.

(b) Step increases to the "F" and "G" levels within a given classification shall be considered "merit" step increases. Salary increases to those levels requires the occurrence of two things: First, the employee must have been at the lower step for the required period of time; Second, the Court Director must, in writing, recommend the step increase to the Court and notify the Human Resources Administrator. Mere inadvertent failure to make such recommendation by the Court Director, in timely fashion, shall result in a retroactive increase, upon recommendation, to the date the employee first became eligible.

(c) Recommendations for such merit step increases will be governed by the Court's employment policies which shall at all times be available to the Association for review.

(d) The Court Director will notify an employee by personal conference and by written notice of an intention not to recommend the employee for a merit increase at least sixty (60) days prior to the date of time eligibility. The employee shall be given reasons therefore and suggested measures to correct the situation. The employee shall be re-evaluated thirty (30) days prior to the date of time eligibility. Thereafter, re-evaluations for purposes of recommending a merit increase shall occur at least every ninety (90) days.

(e) In the event an employee is not given a merit increase on the date of time eligibility, the merit increase will be effective as of the date of recommendation pursuant to the re-evaluation process. The Court may, in its absolute discretion, and in appropriate circumstances, allow for retroactive merit increases between the date of time eligibility and a favorable recommendation.

Section 4. Pay Periods. The Court will pay employees pursuant to the salary schedule in twenty-six (26) approximately equal installments on an approximate biweekly basis. Regular part-time employees and temporary or casual employees will be paid for accumulated hours worked during a pay period as established by the County.

Section 5. New Employees--Experience Credit. Newly hired employees within a covered classification having previous applicable experience shall be given credit (up to but not exceeding one year) on the salary schedule for such experience. The amount of credit will be determined by the Court according to the type of experience, the requirements of the position involved, and budget requirements.

Section 6. 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 provision:

<u>Years of Completed Continuous Service with the Employer as of October 1st of each year</u>	<u>Amount of Payment</u>
5 years	\$250
For each year after 5 years up to thirty (30) years total	\$ 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 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 prorata longevity payment based on the ratio of their paid time in relation to full-time equivalents."

Section 7. Youth Home Substitutionary Employment Compensation. Effective January 1, 1986, any employee at the Juvenile Detention Center who is not a shift supervisor but who is required to act as a shift supervisor, at any time during a work week, shall be entitled to his or her regular base salary plus ten (10) percent for the period of time served as a shift supervisor.

ARTICLE X

WORKING HOURS AND OVERTIME

Section 1. Standard Work Week. The standard work week for the Court is 8:00 a.m. to 5:00 p.m. Monday through Friday, Juvenile Detention Center excepted. The Ottawa County Juvenile Detention Center will be on a round the clock schedule seven days per week with three shifts per 24 hour period. The Court reserves the right to assign personnel to cover the Court and Juvenile Detention Center during all of such periods.

The Association acknowledges and the Court reserves the right to require that certain employees within certain classifications remain available on a 24-hour basis for Court business with compensation as hereinafter provided.

Section 2. Working Hours.

(a) Effective January 1, 1989, all full-time employees shall work at least forty (40) hours per week as scheduled by the Court. For employees other than the Juvenile Detention Center employees there shall be a non-paid lunch period of at least one (1) hour and two (2) fifteen

(15) minute rest periods, one (1) in the morning and one (1) in the afternoon as the Court may allow or schedule.

(b) Full-time Juvenile Detention Center employees shall be required to work at least 40 hours per week as scheduled by the Court. Lunch periods and rest periods must be taken within a regular 8 hour shift as scheduled by the Juvenile Detention Center Superintendent. Lunches shall be at Court expense.

(c) Regular part-time employees shall work as scheduled within a shift as scheduled by the Juvenile Detention Center Superintendent with lunches being provided at Court expense.

Section 3. Overtime---Compensatory Time.

(a) All employees who may work in excess of forty (40) hours in any given week shall be eligible for time and one-half compensatory time off, at the discretion of the Court, provided, however, that compensatory time off, if elected, must be taken in the same pay period in which it is earned.

All work in excess of forty (40) hours per week, if compensatory time is not utilized, shall be eligible for one and one-half pay figured at an hourly rate.

(b) An attempt shall be made to schedule compensatory time off (as provided in this agreement) at times mutually agreeable to the employee and the Court.

(c) (i) In the event an employee is normally scheduled to work and does not work on a designated holiday or vacation day, the paid hours for such day will be considered as hours worked for the purpose of computing possible overtime payments. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hour worked.

(ii) In the event an employee is not normally scheduled to work a designated holiday and does not work the holiday, the hours for such day will not be considered as hours worked for the purpose of computing possible overtime payments.

Section 4. Work Schedule at the Juvenile Detention Center. The general work schedule at the Juvenile Detention Center shall not be altered except subject to prior notice to the Association of the desire to alter the schedule, and the right to bargain over the issue by the Association.

ARTICLE XI

HOLIDAYS

Section 1. (a) Paid Holidays. The following paid holidays are recognized for full-time employees at the Juvenile Detention Center:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Six (6) Floating Holidays

(b) The following paid holidays are recognized for other full-time bargaining unit employees:

New Year's Day	Day after Thanksgiving
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's
Thanksgiving Day	Five (5) Floating Holidays

(c) Full-time employees shall receive eight (8) hours compensation for each designated holiday.

(d) 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.

(e) Employees at the Ottawa County Juvenile Detention Center who are expected to work on Easter Sunday shall be paid one and one-half times their regular rate of pay on Easter Sunday.

Section 2. Holidays Falling on Weekends.

(a) For employees whose regular work week includes Saturday and/or Sunday work, Holidays recognized in Section 1. of this Article which fall on a Saturday or Sunday shall be celebrated on the Saturday or Sunday on which the Holiday occurs and the employee will be compensated according to Section 4. below.

(b) For employees whose regular work week does not include Saturday and/or Sunday work, Holidays recognized in Section 1. of this Article which fall on Sunday shall be celebrated on the following Monday. If such Holiday falls on Saturday it shall be celebrated on the preceding Friday. These employees shall receive compensation for the Holidays in accordance with Section 1. (c) of this Article.

Section 3. Regular Part-Time Employees. Regular part-time employees shall receive pro-rated holiday pay for the day of the holiday equal to an average of a day's part-time pay for the pay period in which the holiday occurs.

Section 4. Work On Holidays.

(a) Full-time employees who are scheduled to work on a given holiday shall receive double pay in lieu of holiday pay.

(b) Regular part-time employees who are scheduled to work on a holiday shall receive time and one-half pay in lieu of holiday pay.

Section 5. Eligibility. The following terms and conditions shall cover an employee's eligibility for holiday pay:

(a) To be eligible for holiday pay, an employee must be a regular full-time or a regular part-time employee on the day of the holiday;

(b) Except for the respect to an employee on an approved paid leave (e.g. paid vacation or paid sick leave), the employee must have worked the last scheduled work days immediately before and after the holiday in order to be eligible for holiday pay;

(c) When a holiday falls within an employee's paid vacation period or during an employee's paid sick leave, and if the employee is absent from work because of such paid vactaion or paid sick leave, the day will be treated and paid as a holiday and will not be paid or charged as a paid vacation day or a paid sick leave day;

(d) An employee on an nonpaid leave of absence shall not be paid for any holiday which occurs during such unpaid leave.

Section 6. 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.

(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 a scheduled vacation.

(d) "Floating" holidays may be used in half day increments.

(e) "Floating" holidays shall be prorated in one-half day increments for the year for new employees hired during a calendar year and individuals who terminate their employment during the year.

ARTICLE XII

INSURANCE PROGRAMS

Section 1. Hospital/Medical Insurance.

(a) Eligibility: See Article III.

(b) Coverage: (1) The group hospital/medical insurance program is subject to a \$100 major medical deductible for a single subscriber, \$200 major deductible for family coverage. The plan excludes any expenses for treatment or injuries received in an accident involving an automobile or other motor vehicle covered by automobile insurance protection which is the responsibility of the employee.

(2) A four dollar (\$4.00) co-pay prescription drug rider for purchase of generic drugs only.

In the event a certain generic drug is not used, the employee shall pay a six dollar (\$6.00) co-pay.

Mail order prescriptions.

(c) Beginning 1/1/91, employees will be required to pay twenty percent (20%) co-pay toward health insurance premium costs, provided that those who meet qualifications for participation and completion of wellness during 1990 would have no deduction or responsibility for co-pay in 1991 (part-time employees prorata relative to full-time).

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

(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 percent (20%) co-pay paid by the employees.
- (3) The Court shall pay the full cost of the employee's participation in the health/lifestyle risk assessment.

- (4) The employee shall pay twenty dollars (\$20) toward the cost of the eight (8) week exercise/education program. The twenty dollars (\$20) will be reimbursed to the employees based upon successful completion of the program. Successful completion is defined as attendance at the minimum of seventy-five percent (75%) 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 twenty percent (20%) co-pay factor reduced to ten percent (10%) for the balance of the calendar year of completion.

Section 2. Single Coverage Part-time: Effective 5/18/90: Part-time employees who are hired after May 18, 1990, and are regularly scheduled to work twenty (20) hours per week shall be eligible only for single coverage on all programs.

Section 3. Life Insurance. The County shall provide each regular full-time and regular part-time employee with life insurance equal to one (1) times an employees annual salary with minimum coverage of \$12,500 and maximum coverage of \$50,000. For eligible employees, such coverage shall become effective within sixty (60) days of an employee's hiring date.

Section 4. Dental Plan. 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. Costs above the Employer contribution are to be paid by the employee. Beginning in 1991 increases in costs will be shared equally between employee and employer.

Section 5. Optical Coverage. The Court shall provide basic optical coverage to each regular full-time and regular part-time employee, as defined in Article III. The coverage will include exam, prescription lenses and approved frames every two (2) years, contact lenses if non-cosmetic subject to the terms and conditions of the optical policy. Family Optical coverage will be added with employees paying twenty percent (20%) of the difference between single and family coverage rates.

Section 6. Short Term Disability Plan. The County 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 percent (66%) 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 7. Long Term Disability Plan. The County 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.

Payment shall be according to the County's long term disability insurance policy.

Section 8. Insurance Carriers. The County 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 9. Benefits in Accordance with Policies. All hospital/medical insurance and/or life 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 10. Continuation/Termination of Insurance Coverage. (a) The County'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 ninety (90) calendar days of an approved but unpaid medical leave.

(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.

(b) If an employee wishes to continue coverage for any period with respect to which the County'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

Department 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 Department 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 Department 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

Before being appointed or hired, each prospective employee, including temporary employees, 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. Re-hires or temporary employees 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. Such a statement shall be submitted to the Human Resources Department. 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

Section 1. Vacation Schedule. Subject to and in accordance with the provisions of this Article, full-time employees and regular part-time employees 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	.07692 hours of paid vacation per paid hour of work (4 weeks for full-time)

(Vacations to be rounded to nearest whole hour).

(b) Regular part-time employees 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), to be used within the calendar year credited.

(c) The Court, in its discretion, may allow a new employee to take his or her accrued vacation after the initial six (6) month period of continuous employment or only accrued vacation on a regular six (6) month basis.

Section 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).

Section 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 work load 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 Director of the Court Services 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.

Section 4. 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.

Section 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.

Section 6. Termination Pay.

(a) Upon termination of employment, a regular full-time employee or a regular part-time employee 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 main 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 provide for covered employees, including regular part-time employees, the same retirement benefits provided by the County for other Court employees and other County employees subject to contracts.

Regular part-time employees who are scheduled for less than twenty (20) hours per week on a regular basis shall not be eligible for participation in the retirement plan.

Job sharers who are sharing a job requiring thirty-seven and one-half ($37\frac{1}{2}$) hours of work per week may be included in the retirement plan provided they choose to contribute the equivalent of one and one-quarter ($1\frac{1}{4}$) hours per week in additional work for the same pay as previously entitled as payment for the benefit. This will require job sharers who elect this benefit to work twenty (20) hours per week.

ARTICLE XVI

SICK PAY, WORKER'S COMPENSATION

Section 1. Sick Pay. Effective 5/18/90 (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) Regular part-time employees shall be credited with paid sick leave effective January 1 of each 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) Credit for Accumulated Sick Leave. Employees may only utilize and receive credit for sick leave under the following conditions:

- (1) An employee claiming sick leave shall provide such proof of illness as may be required by the Court.
- (2) Advance use of future credits for sick leave shall not be permitted. If absence occurs due to illness and no credit exists, the employee is absent without pay.
- (3) No sick leave may be used during the probationary period except that an employee successfully completing the probation period shall be credited with accumulated sick leave pursuant to subsection (a) or (b) above.
- (4) Accumulated sick leave may be utilized and is intended for the purpose of utilization by employees in the event of their illness, disability, or injury.
- (5) After a prolonged illness or following surgery, the Court may permit sick leave to be utilized to permit an employee to work less than his regular hours until full recovery is affected.
- (6) Accumulated sick leave may be used for medical or dental appointments when an emergency exists or a condition exists that cannot be attended to outside normal working hours. The Court may require proof of such situations before authorizing utilization of accumulated sick leave.
- (7) If needed by an employee to attend to the needs of his or her spouse or child on an emergency basis and as allowed by the Court.

(d) Illness During Vacation: If a period of illness lasting more than one (1) day occurs during a vacation leave and is reported immediately upon return, accumulated sick pay credit may be utilized in lieu of vacation leave provided the Court agrees and verification of the illness is submitted.

(e) Sick Bank Elimination: Eligible employees who were employed and had a sick leave balance on December 31, 1989, after exercising a one-time only option of carrying up to four (4) days forward into 1990, shall be credited January 1, 1990 with an account equal to the remaining sick leave balance as of December 31, 1989, times the employee's December 31, 1989, 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".

(f) 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.

(g) Vacation Leave for Sick Leave. An employee with an accumulation of both vacation and sick leave may use vacation leave as sick leave after exhaustion of his accumulated sick leave.

Section 2. Worker's Compensation.

(a) The County 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 County may, at the option of the employee, receive from the County a supplemental payment for 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 and vacation accrual are exhausted or Worker's Compensation is terminated, whichever occurs first.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Leaves of Absence. Except absences expressly authorized and approved pursuant to other specific provisions of this Agreement (e.g. paid vacations, paid holidays, sick leave, etc.), employees shall not be absent from work without an approved leave of absence as provided for in this Article.

Section 2. Medical Leave. Full-time and regular part-time employees may request a period of medical leave, after exhaustion of accrued sick time or vacation time for a specifically defined and verified temporary disability preventing the employee from performing his job.

- (a) Upon proper documentation, such leave may be granted for the period needed up to a maximum of 180 days.
- (b) Maternity leave shall be considered such medical leave under this Agreement.
- (c) An employee shall not be eligible for medical leave during his probationary period.
- (d) If a medical leave is granted for a period up to but not exceeding one hundred eighty (180) calendar days, the Court will hold the employee's position open.
- (e) Medical leave shall be unpaid leave except that said employee will remain covered under relevant insurance programs pursuant to Article XI hereof. Holiday pay, credit for time in a step grade or the accrual of sick pay or vacation pay shall not be permitted.

Section 3. Personal Leave.

(a) Paid Personal Leave.

(1) Bereavement Leave. (i) Full-time employees who have completed their probation 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, son-in-law, daughter-in-law, parent, brother or sister, brother-in-law, or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law or grandchild.

(ii) 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).

(2) Funerals. An employee may receive one-half day paid leave to attend a funeral of a close friend in the local area, or one day to attend the funeral of a close friend if substantial travel time may be involved in the Court's discretion.

(b) Unpaid Personal Leaves. 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 application by an employee under such conditions as may be established by the Court in writing at the time such leave is granted including rights of reinstatement.

- (1) The employee during such leave shall keep the Court informed of any change in the status or condition that caused the employee to request and the Court to grant such leave.
- (2) The granting or denial of any personal leave in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.
- (3) An employee on a personal leave may request that the leave be terminated and that he be returned to work prior to the specified expiration date of the leave; provided, however, that the Court shall have the sole discretion in determining whether or not to allow early reinstatement.
- (4) Vacation time, holidays, accumulation of sick leave, or any 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.

(c) Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Court will make every effort to place the employee in a position that he is physically and mentally able to perform; provided, however, that this section shall not be construed to require the Court to create jobs or vacancies which should not otherwise exist; and, provided further, the provisions of this section shall be implemented only to the extent that they do not conflict with other requirements of this Agreement.

Section 4. Military Leaves of Absence. Applications 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 the event, no 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 accrued, and the rights under such provisions and/or re-employment rights shall be governed by applicable Federal and State laws and regulations.

Section 5. Job Sharing. The Association and the Court agree to the concept of Job Sharing. It is agreed that requests for "job sharing" shall be evaluated on a case by case basis by the Court in consultation with the County, and by the Association. The granting or denial of any request for job sharing shall be subject to approval or disapproval in

the sole discretion of the Court and shall not constitute any practice or precedent whatsoever with respect to any other case.

ARTICLE XVIII

PROMOTIONS, EVALUATIONS & TEMPORARY VACANCIES

Section 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.

Section 2. Employees will be evaluated and have such evaluations disclosed to them pursuant to existent or future Court policy.

Section 3. Notice of vacancies in positions covered by this Agreement shall be posted for a minimum of five (5) working days on the bulletin board in the County Building, Youth Home and Court areas.

Section 4. Salary Placement. 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.

Section 5. Temporary Vacancies.

- (a) For purposes of this section, temporary vacancy shall be defined as a vacancy pursuant to authorized medical or authorized unpaid personal leaves.
- (b) If, because of the temporary vacancy, an employee is to assume some, if not all, of the responsibilities of a covered employee or a supervisory employee in a higher classification, additional compensation, including overtime, will be awarded to such employee in the discretion of the Court after having consulted with Association officers. In determining additional compensation, the Court will consider potentialities of overtime compensation as a factor to consider in awarding additional compensation per se to such situations.

ARTICLE XIX

PROFESSIONAL MEETINGS & EDUCATION REIMBURSEMENT

Section 1. Professional Meetings and Conferences. Employees who desire to attend a professional meeting or conference which is likely to improve their competency in their given position, may submit requests to attend such meetings to the Court. If the Court determines attendance at such meeting or conference is in the best interests of the Court, it shall approve such requests. The Court shall grant necessary normal working hour time off without loss of pay for attending meetings or conferences so approved and may also provide for reimbursement of the necessary out-of-pocket expenses incurred in such attendance.

Section 2. If a full-time employee desires to continue his or her education, outside of working hours, in a field related to his or her employment, the Court, in its sole discretion, may allow compensatory time off to the employee up to two times the number of credit hours taken per semester from regular employment.

Section 3. Reimbursement of Educational Expense. In lieu of the benefits of Section 2 of this Article, and in advance of taking an accredited extension or similar formal educational course in an area related to his/her work and position, an employee may apply to the Court for reimbursement of the cost of the necessary tuition and books for the course or courses. The Court shall have full discretion to grant or deny any such request. If reimbursement is allowed, the employee shall remain in the Court's employment for at least one (1) year after completion of the course. If the employee leaves Court employment before such time, the employee shall repay to the Court a proportionate share of the reimbursed expenses. If the employee fails the course, approved reimbursement will not be awarded.

ARTICLE XX

USE OF FACILITIES

The Association may use rooms in the County Building or Court rooms which may be available outside of the normal business hours for purposes of Association meetings; provided, however, that prior approval by the Court and/or the Building Superintendent has been obtained.

ARTICLE XXI

JURY DUTY & COURT TIME

Section 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 daily pay 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.

Section 2. Court Time.

If an employee is subpoenaed as a witness in a judicial proceeding in a court other than the Ottawa County Probate/Juvenile Court because of knowledge he may have in connection with his employment with the Court, such employee shall receive leave with pay for such attendance.

ARTICLE XXII

TERMINATION OF EMPLOYMENT

Employees desiring to resign from 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 Controller.

ARTICLE XXIII

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.

ARTICLE XXIV

NO STRIKE - NO LOCKOUT

Section 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.

Section 2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association 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.

Section 3. The Court shall have the right to discipline or discharge any employee participating in any such interference. 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.

Section 4. The Court will not lock out any employees during the term of this Agreement.

Section 5. Neither the Association 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 Association advised the Court that such actions is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXV

MILEAGE REIMBURSEMENT

(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 County's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the County 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.

ARTICLE XXVI

LAYOFF PROCEDURE

Section 1. Seniority shall be defined as the length of continuous service in the bargaining unit. Current seniority list shall be provided to the Association during the month of January each year.

Section 2. In the event the Court determines that a reduction in force is necessary, it shall determine the number of positions in each classification which will be maintained and shall promptly notify the Association. The following procedures shall be utilized.

Section 3. In the event skill, ability and general work performance are equal among employees in a classification, the employee with the least seniority in the classification(s) to be reduced shall be laid off first. This process shall continue until each classification is staffed at the level determined by the Court in Section 1 above.

Section 4. An employee laid off may bump the least senior employee in a lower classification so long as he/she has the skills to perform the position as defined in the job description without any additional training.

Section 5. When a position in a classification becomes available in the bargaining unit, the most senior person who has received a layoff notice from that classification shall be recalled from a classification to which the senior employee bumped into during an earlier layoff or shall be recalled from layoff, so long as the position is the same classification formerly held, or so long as the person has the skills to perform the position as defined in the job description.

Notice of recall shall be sent by first class mail to the employee's last known address and shall allow a minimum of one (1) weeks notice to return to work. A recalled employee who does not report for work on the designated return date without good cause shall lose recall rights.

ARTICLE XXVII

TERM OF THE AGREEMENT

Section 1. This agreement shall be effective on January 18, 1993 (date of ratification) and shall continue in effect through December 31, 1993.

Section 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 Association.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the dates below indicated. The date of the last required signature shall be the date of this Agreement.

JUDGE OF THE OTTAWA COUNTY PROBATE COURT

Dated: 2-15-93

Mark A. Feyen
Mark A. Feyen

OTTAWA COUNTY JUVENILE COURT
EMPLOYEES' ASSOCIATION

Dated: 2/15/93

Fred Kerr
Fred Kerr, President

OTTAWA COUNTY BOARD OF COMMISSIONERS

Dated: 2/19/93

David L. Vander Kooi
David L. Vander Kooi, Chairperson

OTTAWA COUNTY CLERK

Dated: 2/22/93

Daniel C. Krueger
Daniel C. Krueger

APPENDIX A

CLASSIFICATION SCHEDULE

<u>JOB TITLE</u>	<u>CLASSIFICATION</u>
Cook	01
Juvenile Clerk/Secretary	02
Food Services Supervisor	02
Child Development Worker	03
Accounting Clerk - Juvenile	03
Secretary - Diversionary Unit	03
Assistant Office Manager	03
Child Development Worker/Administrative Aide	04
Shift Supervisor	06
JTPA Coordinator	07
Juvenile Court Caseworker	08
Treatment Specialist	09
Senior Juvenile Court Caseworker	09

APPENDIX B

1992/1993 SALARY AND STEP SCHEDULE

The annualized Salary Schedule for 1992 shall provide a four percent (4%) increase (effective January 1, 1992) and a zero percent (0%) increase (effective January 1, 1993) and shall be as follows:

Note: 1st rate listed for each step of each classification is 1/1/92 - 12/31/92 rate; and
2nd rate listed for each step of each classification is 1/1/93 - 12/31/93

<u>Pay Grade</u>	<u>A Start</u>	<u>B 6 Months</u>	<u>C 1 Year</u>	<u>D 2 Year</u>	<u>E 3 Year</u>	<u>F 4 Year</u>	<u>G 5 Year</u>
01	7.3736 7.3736	7.5296 7.5296	7.6648 7.6648	7.9872 7.9872	8.3200 8.3200	8.6528 8.6528	8.9856 8.9856
02	7.9352 7.9352	8.1120 8.1120	8.2888 8.2888	8.6528 8.6528	9.0272 9.0272	9.4016 9.4016	9.7760 9.7760
03	8.5384 8.5384	8.7360 8.7360	8.9440 8.9440	9.3496 9.3496	9.7552 9.7552	10.1712 10.1712	10.5976 10.5976
04	9.1624 9.1624	9.3808 9.3808	9.6096 9.6096	10.0568 10.0568	10.5144 10.5144	10.9928 10.9928	11.4504 11.4504
05	9.8072 9.8072	10.0568 10.0568	10.3168 10.3168	10.8056 10.8056	11.3256 11.3256	11.8456 11.8456	12.3552 12.3552
06	10.5040 10.5040	10.7848 10.7848	11.0552 11.0552	11.6064 11.6064	12.1784 12.1784	12.7504 12.7504	13.3328 13.3328
07	11.2528 11.2528	11.5648 11.5648	11.8768 11.8768	12.4904 12.4904	13.1248 13.1248	13.7592 13.7592	14.3936 14.3936
08	12.1160 12.1160	12.4592 12.4592	12.8232 12.8232	13.5096 13.5096	14.2168 14.2168	14.9240 14.9240	15.6416 15.6416
09	12.8232 12.8232	13.1976 13.1946	13.5616 13.5616	14.3208 14.3208	15.0904 15.0904	15.8600 15.8600	16.6608 16.6608

LETTER OF UNDERSTANDING

The parties recognize that no decision has been made by the Court at this time to adopt a substance abuse policy. If a decision is made to adopt a substance abuse policy, the Association will be notified and its right to bargain, if any, will be recognized.

LETTER OF UNDERSTANDING

The Probate Court for the County of Ottawa and the Ottawa County Juvenile Court Employees Association hereby mutually agree that the parties are in dispute regarding the pay grade for the classification of Child Development Worker. To resolve this dispute the parties agree that this job shall be re-evaluated as follows:

- (1) A neutral third party shall meet with both parties in a joint meeting and each side will present any comments and/or documents they believe would be beneficial to the third party. Each side may designate two (2) representatives to meet with the third party.
- (2) After considering the information and conducting any other studies or research deemed desirable, the third party shall establish a pay scale for the Child Development Worker which for 1989 shall be no less than the Rye Study plus eleven and one-half percent (11.5%) and no greater than pay grade 04.
- (3) The third part shall be:
 - (a) William Rye, if available.
 - (b) If Mr. Rye is not available, then a person charged with doing similar work at the State Court Administrator's Office will act in his place.
 - (c) If neither of the foregoing is available, then a third party will be mutually selected by the parties.
- (4) In the event the third party determines that an increase in pay is appropriate for Child Development Workers, then said increase shall be effective January 1, 1989, regardless of when his/her report is received.
- (5) Any costs for the third party shall be paid by the employer.
- (6) Neither party shall communicate with the third party without the knowledge of the other.