

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TWENTIETH JUDICIAL CIRCUIT COURT

AND

Friend of the Court Employees Association

EFFECTIVE THROUGH DECEMBER 31, 2010

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AGREEMENT BETWEEN
20th JUDICIAL CIRCUIT COURT
AND
FRIEND OF THE COURT EMPLOYEES ASSOCIATION

THIS AGREEMENT entered into this day of December 23, 2008, by and between the 20th Judicial Circuit Court, hereinafter referred to collectively or individually as "Employer" and the Friend of the 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 Employer, 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 Association and the Employer encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels.

ARTICLE I

Recognition

Section 1. The Employer recognizes the Association 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 and other terms and conditions of employment.

All full-time and part-time Friend of the Court employees, but excluding, Friend of the Court, Assistant Friend of the Court - Internal Operations, Assistant Friend of the Court - Field Services, Third Party Liability Specialist, Court Administrator, and Judges.

Such persons are hereinafter referred to as "Employees."

Section 2. 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

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 Employer, shall be considered as full-time employees. A full-time employee shall receive pay and benefits as specified by this Agreement.

Section 2. Part-time Employees. Employees who are normally and regularly scheduled to work the equivalent of twenty (20) or more hours, but less than forty (40) hours per week, shall be considered as part-time employees. A part-time employee shall receive benefits on a pro rata basis based upon the hours worked, unless otherwise specified. 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. This includes job sharing employees provided they are sharing a full-time position.

Section 3. Temporary Employees. Employees who are scheduled for relief, part-time or full-time work or regularly scheduled to work less than twenty (20) hours per week shall not be covered by the terms of this Agreement.

Section 4. Probationary Employees. New employees covered by this Agreement shall be on probationary status for the first six (6) months of employment. The Employer 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 employees shall not acquire seniority status regardless of the length of employment. Part-time employees shall be on probationary status until they work the equivalent number of hours (1040) as a full-time employee would be required to work pursuant to the requirements of the above paragraph. Such part-time employees shall receive credit for hours worked as part-time employees in the event 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 has expired, and then, retroactive to date of employment.

ARTICLE III

Association Membership And Check-off

Section 1. (a) Any and all employees in the bargaining unit described in Article I shall be free to become members of the Association.

(b) Names of any and all employees hired by the Employer for positions in the bargaining unit shall be furnished promptly to the Association. Names of employees who are changed to positions outside the bargaining unit shall also be submitted to the Association.

(c) Maintenance of Membership. All employees in the bargaining unit represented by the Association who are members of the Association on the effective date of this Agreement, or who become Association 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 Association the regular monthly dues uniformly levied against all members of the Association.

Section 2. Check-off. (a) The Employer agrees that regular monthly dues of the Association will be deducted from the pay of each employee who voluntarily executes and files with the Human Resources' Office a check-off authorization form which has been executed and is in effect. Such amounts shall be promptly remitted to the Association within fourteen (14) days after deduction.

(b) Neither the Employer nor the County of Ottawa shall be liable to the Association 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.

Section 3. Indemnification. The Association agrees to indemnify and hold the Employer, its 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 IV

Representation

Section 1. Bargaining Committee.

(a) For purposes of collective bargaining with the Employer, the Employer agrees to recognize no more than four (4) Association members chosen by the Association as the bargaining committee. One of the committee members shall be designated as an alternate in the event one of the other three (3) is unable to participate in a given bargaining session. The Association shall furnish management (via the Friend of the Court and Human Resources) with the names of bargaining committee members in January and July of each year.

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

Section 2. Stewards. The Employer agrees to recognize no more than two (2) Association members as designated stewards of the Association for the purpose of processing grievances of employees. One of the stewards shall be designated as an alternate in the event the other is unable to participate in any given grievance proceeding. The Association shall furnish management with the names of designated stewards upon election or any change. One steward shall be assigned to any given grievance. An additional steward may be requested to assist in a more complex grievance process but must be approved by the Human Resources Director. 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 immediate supervisor, and receive authorization from the supervisor prior to leaving his work station. 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 Employer.

ARTICLE V

Management Rights

Section 1. Business Activity. The Employer 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 and court-related 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.

Section 2. Subcontracted or Auxiliary Services. The Employer retains the right to subcontract or secure auxiliary services to perform work normally performed by members of the Association if and when, in its judgment, it does not have immediately available sufficient qualified manpower, proper equipment, capacity and ability to perform such work within the available or required amount of time during emergencies, or when such work cannot be

performed by the then members of the Association on an efficient and economical basis.

Section 3. Job Classifications. The Employer retains the right to establish, change, combine or discontinue job classifications, and to prescribe and assign job duties and job content within a classification.

Section 4. Duty to Bargain. While maintaining its rights to manage the business of the Employer as described in the above sections, the Employer recognizes that it has a duty to notify the union of its decision to subcontract and to bargain with regard to the impact that results from its decision to subcontract for auxiliary services or to discontinue job classifications.

ARTICLE VI

Negotiation Procedure

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 twenty (120) calendar days before the termination hereof, attempting to conclude such negotiations on or before the 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 Employer's employees. It is recognized that no final agreement between the parties may be executed without ratification by the Association and by the Employer, 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.

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 the Employer.

Section 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

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 disturbance of the normal operation of the Employer 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 written complaint by an employee concerning the application or interpretation of any provision of this Agreement as written and claiming a violation thereof.
- (b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.
- (c) "Steward" is a bargaining unit employee designated by the Association to represent other bargaining unit employees in the administration of this Grievance Procedure.

Section 3(a). Steps in the Grievance Procedure for Grievances Pertaining to Non-economic Issues.

STEP ONE. An employee having a grievance should discuss it with his or her supervisor and the Friend of the Court, to try to resolve the matter informally; such a meeting should occur within seven (7) days of the event/occasion or gaining knowledge of the event from which the grievance arises. A member of the bargaining committee may be present at the meeting if either the employee or the supervisor desires.

STEP TWO. If the grievance is not satisfactorily resolved at Step One, the employee and the bargaining committee chairman may reduce it to writing and present it to the Court Administrator within seven (7) days after the Step One meeting. The Court Administrator will respond to the grievance in writing within seven (7) days; before responding, the Court Administrator may convene a meeting with the employee for the purpose of discussing the grievance, and conduct such other investigation as appears appropriate. A steward may be present at the meeting with the employee if either the employee or the Court Administrator desire.

STEP THREE. In the event that the grievance is not satisfactorily resolved by the Court Administrator, the employee and members of the bargaining committee may notify the Chief Judge in writing within seven (7) days of receipt of the Court Administrator's written response and will be invited to

meet with the Chief Judge within fourteen (14) days of such notice. The Chief Judge will give an answer to the grievance within twenty-one (21) days after such presentation. Such decision shall be final.

Section 3(b). Steps in Grievance Procedures for Grievances Pertaining to Economic Issue.

STEP ONE. An employee having a grievance shall first discuss it with his supervisor and the Friend of the Court to try to resolve the matter informally; such a meeting shall occur within seven (7) days of the event/occasion or gaining knowledge of the event from which the grievance arises. A steward may be present at the meeting if either the employee or supervisor desires.

STEP TWO. If the grievance has not been resolved pursuant to Step One the employee and the steward designated by the Association shall reduce the grievance to writing within seven (7) days of the Step One meeting and present it to the County's Personnel Specialist. The grievant, the Association steward, the immediate supervisor and/or other persons designated by the Personnel Specialist shall be invited to meet with the Personnel Specialist for discussion of the grievance as soon as possible, but within seven (7) days after such filing. Upon conclusion of such meeting the Personnel Specialist shall provide a written response to the grievance and present it to the grievant and the Court Administrator within seven (7) days of the Step Two meeting.

STEP THREE. If the grievant remains unsatisfied by utilization of Steps One and Two, he may present, in writing, his grievance to the County Human Resources Director. As soon as is reasonable, the Human Resources Director shall set a meeting inviting the parties previously involved in the grievance, along with other persons the Human Resources Director feels may have information regarding the grievance. Upon conclusion of the meeting the Human Resources Director shall issue his decision on the grievance in writing. The Human Resources Director shall issue the written response within fourteen (14) days of the Step Three meeting.

STEP FOUR. If the grievant remains unsatisfied, his final appeal is to be the County Administrator. Such appeal shall be made, in writing, within seven (7) days of the response of the Human Resources Director. The time for this final appeal may be delayed by mutual consent. The County Administrator shall respond to the grievant complaint within seven (7) days, unless extraordinary circumstances require a delay.

Section 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/occasion or gaining knowledge 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.

Section 5. Expedited Grievances. Should an employee who has been discharged or given disciplinary time off without pay consider such action to be improper, a grievance may be processed initially at Step Three of the Grievance Procedure.

ARTICLE VIII

Discipline and Discharge

Section 1. Notification of Disciplinary Hearing. An employee who is being disciplined or discharged will be notified of and offered a pre-disciplinary hearing. An employee who is notified of a disciplinary hearing may have the Steward present. The notice will include the reason for the discipline or discharge. At the disciplinary hearing, an employee may offer any information or position regarding the allegations. 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 Registered Mail no later than three business days following the day on which the suspension or discharge is imposed.

Section 2. Acknowledgement of Receipt. An employee may be required to acknowledge, in writing, receipt of written coaching memorandum or disciplinary correspondence, except that the employee may request the presence of his or her Steward prior to signing. The employee's written acknowledgement of receipt of such coach memorandum or disciplinary correspondence shall not be construed as the employee's agreement with the warning or reprimand.

ARTICLE IX

Wages and Classifications

Section 1. 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".

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" subject to requirement 3(b) below.

Section 3. Step Increases.

(a) Part-time employees may 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 part-time and full-time employees in the position, without regard to the hours worked.

(b) At the discretion of the Friend of the Court, Step increases through Step D may be withheld based on an unsatisfactory performance evaluation.

(c) If the Employer withholds an employee's step increase based on an unsatisfactory performance evaluation, the Friend of the Court or immediate supervisor shall so advise the employee, in writing, thirty (30) or more calendar days before the date when the step increase would otherwise take effect, and shall suggest corrective measures to be followed by the employee. The employee shall then be reevaluated within thirty (30) calendar days following the date when the step increase would otherwise taken effect. If, based on such reevaluation, the employee is granted the step increase; such increase shall be given effect retroactively to the date that it would have been effective if it had not been withheld. If, based on such reevaluation, the employee is still denied the step increase; the employee may grieve the reasonableness of the continued denial. Once advanced to the next lateral step on the salary schedule, further progression shall be based on length of service following the date of advancement.

Section 4.

(a) New Employees--Experience Credit. Newly hired employees within a covered classification having previous applicable experience may 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 Employer according to the type of experience, the requirements of the position involved, and budget requirements.

(b) Bargaining unit employees who leave an Association position to work in another division of the Employer's operation with no break in continuous service with the Employer and who are eligible for vacation and longevity payments at the time they leave the unit shall be allowed to continue to accrue vacation and longevity benefits as if no break in service occurred.

Section 5. Longevity (former Article XXVI)

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	\$250
For each year after 5 years up to thirty (30) years total	\$ 50 additional to a maximum of \$1,500 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.

Effective March 11, 2004, employees hired into bargaining unit will not be eligible for longevity pay. County employees who are promoted or transferred into this bargaining unit after January 1, 2009, will be eligible for longevity pay only if they were previously eligible to receive it with no interruption in compensation pay.

Section 6. If the Employer establishes a new job classification within the bargaining unit, the rate of pay for the new job classification shall be determined by the Employer and the County of Ottawa. The Employer will then advise the Association of the new job classification, its general job description or assignments, and the rate of pay determined by the Employer and the County of Ottawa. In the event the Association does not agree with the rate of pay established by the Employer, the representative of the Employer and the County of Ottawa will meet with the Association to negotiate the rate.

ARTICLE X

Working Hours & Overtime

Section 1. Working Hours. The standard work week for full-time employees shall be forty (40) hours per week. This shall not be construed as a guarantee of any minimum or maximum number of hours of work. The hours of operation of the office will be determined by the Employer. 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 paid 15-minute rest periods, one in the morning and one in the afternoon. Staff will be given the option to have a one-half hour lunch with the understanding that the office shall

remain adequately staffed and subject to management approval. Lunch and rest periods shall be determined by the Employer. 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 Employer's work or from rescheduling an employee's lunch or rest periods to a time which is compatible with the Employer'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.

(Note: Deleted language regarding the data processing employees)

Section 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 Employer 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.

(d) Overtime shall be as equally distributed among qualified employees of the division as is reasonable.

ARTICLE XI

Holidays

Section 1. The following paid holidays are recognized for 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 (½) day before Christmas
- Christmas Day - December 25
- One-half day (½) before New Year's Day
- Five (5) floating holidays

Section 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.

Section 3. To be eligible for Holiday pay an employee must have worked the scheduled work days immediately before and after the Holiday.

Section 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.

Section 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.

Section 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.

Section 7. "Floating" Holiday Scheduling:

(a) So far as possible, considering the needs of the Employer, "floating" holiday schedules submitted by March 15 will be scheduled at the convenience of the employee. However, the Employer shall have the right to approve individual "floating" holidays scheduled in accordance with Employer's 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 Employer.

(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.

Section 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.

Section 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. Employees of the bargaining unit are eligible to participate in a County cafeteria plan. Benefit dollars will be prorated for eligible part-time employees. Benefit dollars will be adjusted during the term of this Agreement by the amount of actuarial determined adjustment (increase or decrease), if any, in the least expensive medical plan. For eligible employees, such coverage shall become effective on the first full pay period following a sixty (60) day waiting period. Such employees may obtain the necessary applications from the Human Resources Office.

The Employer has a \$10/\$20/\$40 drug co-pay. This plan will have an internal DAW (Dispense As Written) provision that would require employees to pay only \$20 if the treating physician specifies that a non-formulary drug is required.

- (a) Employees of the bargaining unit will be eligible to participate in a county cafeteria plan and flexible spending account. Benefit dollars will be prorated for eligible part-time employees. Benefit dollars will be adjusted during the term of this Agreement by that amount of actuarial determined adjustment (increase or decrease), if any, in the least expensive medical plan.

- (b) The annual out-of-pocket maximum on out-of-network claims is \$1,650 (single)/\$1,800 (family).
- (c) Wellness/Prevention. The annual per person wellness/prevention amount is \$300 per year.
- (d) Effective January 1, 2009 Change Health Plan employee co-pay to nine percent (9%) of the actuarial determined amount for 2009. The resultant amounts are as follows:

Single Coverage	\$20.22 biweekly
2-person Coverage	\$43.59 biweekly
Family Coverage	\$60.58 biweekly

*Change the employee co-pay an additional one percent (1%) per year after 2009 for each year of this Agreement or until the employee co-pay is equivalent to ten percent (10%) of the current actuarial amount.

- (e) The limit for surgical treatment of obesity is fifty percent (50%) and charges related to the Medically Necessary surgical treatment of obesity will not apply toward the Comprehensive Medical Out-of-Pocket Maximum. The plan will only cover one approved surgery for the treatment of obesity per covered person, lifetime. The plan will not cover reconstructive or cosmetic surgery associated with, or following the surgical treatment of obesity.
- (f) The employee co-pay on Mail Order prescriptions is 2.3 X (times) the monthly co-pay amount.
- (g) The parties agree to reopen the Agreement prior to the expiration date (12/31/10) for the purpose of bargaining with regard to a disease management program in the County Health Plan.

Section 2. Dental Insurance: The annual maximum benefit for Dental Plan Option 1 from is \$1400 and for Dental Plan Option 2 is \$1200.

Section 3. Optical Coverage: Interim benefits are available for exam and lenses in the County's current vision plan through VSP (Vision Services Plan).

Section 4. Short Term Disability Plan. The Employer 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 up to six (6) months subject to offsets provided by other types of coverage.

Section 5. Long Term Disability Plan. The Employer 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, up to age 70, which provides a minimum of sixty percent (60%) of base salary to a maximum of seventy percent (70%) up to \$3000 per month subject to applicable offsets provided by other types of coverage.

Section 6. Insurance Carriers. The Employer 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 7. 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 8. Continuation/Termination Of Insurance Coverage.

- (a) The Employer'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 or twenty six (26) for certain FMLA circumstances 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 Employer'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.

Section 9. Dependant Life Coverage: Employees may purchase life insurance units for their dependants. The cost for Dependant Life Insurance shall be the responsibility of the employee. The employee shall have the sole responsibility for making arrangements for such coverage during the open enrollment period as provided by Human Resources and will select from the options provided during each enrollment period.

ARTICLE XIII

Health Program

Section 1. Medical Examination. Subsequent to an offer of employment, 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 Employer.

Rehires or Temporary Employees who have been off the payroll for more than thirty (30) days may be required to submit a statement from the County 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 Employer shall be paid for by the County of Ottawa.

ARTICLE XIV

Vacations

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

- (a) Full-time and part-time employees shall earn vacations with pay, based upon the following schedule, for each paid hour of work. Part-time employees (as agreed to on May 4, 2009) shall be credited with paid vacation time equal to their hours worked based upon the full-time vacation schedule. 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: Court/County employees who promote or transfer into this bargaining unit after January 1, 2009, will accumulate vacation based upon their existing vacation accrual rate of earnings.

<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 through nineteenth (19th) year	.07692 hours of paid vacation per paid hour of work (4 weeks for full-time)
During twentieth (20th) year And subsequent years	.08846 hours of paid vacation per paid hour of work (4 weeks+ 3 days for full-time)

(Vacations to be rounded to nearest whole hour).

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

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 eligibility for benefits, and each twelve (12) month period thereafter (anniversary date to anniversary date).

Section 3. Allocation of Vacations. Although the Employer 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 Employer or its designee. Employees desiring a vacation preference shall submit their written selection to the Employer prior to March 15 of each calendar year. Vacation requests or changes approved after March 15 will not be based upon seniority and will only be considered when such request does not interfere with the workload of the Employer.

Section 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, for part-time employees the pro-rata FTE equivalent. In the event an employee has accumulated two hundred (200) (or pro-rata equivalent) 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).

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 full-time employee or a 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 Employer 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 Employer or, in the absence of such designation, to the employee's estate.

ARTICLE XV

Retirement Plan

Effective July 1, 2007: Implemented a MERS B-4 upgrade at the employee cost (6.79%).

ARTICLE XVI

Sick Pay, Worker's Compensation

Section 1. Sick Pay. (a)Credit. Paid sick leave shall be credited, and may be accumulated, as follows:

(i) 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. Employees

who promote or transfer into this bargaining unit after January 1, 2009 will maintain accumulated sick leave.

(ii) Part-time employees 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 six (6) 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 twelve (12).

(c) Medical Verification: The following medical verification provisions shall apply:

(i) The Employer 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 Employer may require the employee to submit to an independent medical examination by a physician designated and paid by the Employer.

(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 bank 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.

Section 2. Worker's Compensation.

(a) The Employer 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 Employer may, at the option of the employee, receive from the Employer 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

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 part-time employees may request, in writing, 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 Employer 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 XII 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:

(i) Bereavement Leave:

1) Full-time employees who have completed their probation period may be granted up to a total of four (4) work days as deemed necessary by the employer, a 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 the employee's spouse, child, stepchild, step sister or step brother, son-in-law, daughter-in-law, parent, stepparent, brother or sister, brother-in-law, or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, or grandchild.

2) Paid bereavement leave may be granted during an employee's paid vacation or floating holiday providing the Employer agrees and verification of the death is submitted immediately upon the employee's return to work.

3) Part-time employees may be granted a prorated amount of bereavement leave based upon their hours worked relative to full-time.

(ii) Whenever possible, requests for bereavement leave shall be made in writing and approved in advance by the supervisor.

(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 Employer upon receiving application by an employee under such conditions as may be established by the Employer in writing at the time such leave is granted, including rights of reinstatement. When a personal leave under this provision is granted for 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.

(i) During such leave, the employee shall keep the Employer informed of any change in the status or condition that caused the employee to request such leave.

(ii) 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.

(iii) 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. The Employer shall have the sole discretion in determining whether or not to allow early reinstatement.

(iv) Vacation time, holidays, accumulation of sick leave, or any other employee benefits shall not accumulate or be paid during leaves of absence. All benefits shall be frozen during the time of the leave.

Section 4. Leave for Newborn Child or Newly Placed Child and Leave for the 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 employee for adoption or foster care. Accrued paid vacation, floating holidays, or sick time may be substituted for unpaid leave for newborn or newly placed child.

(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. Accrued paid vacation, floating holidays, or sick time may be substituted for unpaid leave for the care of a family member.

(c) Leave during Family Member's Active Duty. A leave due to a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

(d) Leave for the Care of a Family Service Member. A leave for an employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who incurred a serious injury or illness on active duty in the Armed Forces. The leave shall only be available during a single twelve (12) month period.

(e) 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:

(i) The employee must have worked for the Employer 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.

(ii) Employees who have been employed by the Employer 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.

(f) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employees used any form of leave described in Section 4 (a) and (b) above.

(g) 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 Employer, 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 Employer for review.

(h) 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 Employer.

(i) 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.

(j) 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 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 Employer.

(k) 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 be returned to work prior to the specified expiration date of the leave. Reinstatement may require medical release documentation.

(l) An employee on a leave for a newborn or newly placed child or for the care of a family member shall keep the Employer apprised of any relevant changes in his or her conditions and/or circumstances, and the Employer 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 of the leave.

(m) When an employee plans to take the leave for a newborn or newly placed child or for the care of a family member, the employee must give the Employer 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 approved with a thirty (30) day postponement of the effective date (from the date the Employer received notice).

(n) 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 (or twenty six (26) in certain FMLA circumstances) 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) (or twenty six (26) in certain FMLA circumstances) weeks over a twelve (12) month period in the aggregate. The Employer 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. 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.

(o) Leaves of absence including medical leaves and leaves covered under the Family and Medical Leave Act shall not exceed when combined, twelve (12) (or twenty six (26) in certain FMLA circumstances) weeks in a twelve (12) month period without specific approval from the Employer.

Section 5. Military Leaves of Absence. Applications for military service leave of absence shall be made to the Employer, in writing, as soon as the employee is notified of acceptance into military service, 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.

ARTICLE XVIII

ALTERNATIVE ASSIGNMENTS

Section 1. Job Sharing. The Association and the Employer agree to the concept of Job Sharing, i.e. a full-time position shared by two (2) part-time

employees. It is agreed that requests for "job sharing" shall be evaluated on a case by case basis by the Employer. The granting or denial of any request for job sharing shall be subject to approval in the sole discretion of the Employer and shall not constitute any practice or precedent whatsoever with respect to any other case.

Section 2. Employee Development.

- (a) Cross Training: Pursuant to the Employer's Long-Range Strategic Plan, employees may be provided an opportunity, upon the employee's request and at the Employer's discretion, to participate in cross-training assignments among the various divisions of the 20th Circuit Court. Cross assignment opportunities are not limited to bargaining unit positions.
- (b) Stretch Assignments: Employees, upon their request, may be given an opportunity to participate in time limited projects at the discretion of the Employer.
- (c) Cross Assignments: Employees may be given notice of opportunities to interview for Internal Assignments within the 20th Circuit Court at the discretion of the Employer.
- (d) Employee development opportunities are intended to stimulate learning, communication and personal growth throughout the Employer's entire operation; they are not intended to impact or change an employee's classification, wages or benefits.

ARTICLE XIX

Promotions and Evaluations

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 Employer. Length of service is defined as the length of continuous service as a Employer employee who has completed the probationary period.

Section 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.

Section 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.

Section 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 pay grade.

Section 5. Trial Period and Re-bidding. An employee who is transferred to or successfully bids upon a job vacancy or new position shall be subject to a sixty (60) day trial period, under the direction of the Friend of the Court or other supervisor, to determine his or her ability to successfully and satisfactorily perform the job. If, at any time during the trial period the Employer determines that the employee is not successfully or satisfactorily performing the job, the Employer shall send the employee back to his/her former classification and rate of pay, without loss of seniority. In such event, the Employer will advise the employee, in writing, of the reason(s) for doing so.

Section 6. 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 Employer and employee. Following such temporary assignment, the employee shall be returned to his or her former classification, department and rate of pay.

Section 7. Employee Evaluation. Employees will be evaluated annually and have such evaluations disclosed to them.

ARTICLE XX

Professional Meetings & Education Reimbursement

Section 1. Employees who desire to attend a meeting which is likely to improve their competency may submit written requests to attend to the Employer. If the Employer determines attendance at such meeting is in the

best interests of the Employer, it shall approve such request. The Employer 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.

Section 2. In advance of taking an accredited extension or similar course in an area related to his work, an employee may apply to the Employer and the County of Ottawa for reimbursement of the cost of tuition upon satisfactory completion thereof. The Employer and the County of Ottawa shall have full discretion to grant or deny any such request. If reimbursement is allowed, the employee agrees to remain in Employer 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 XXI

Use of Facilities

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

ARTICLE XXII

Jury Duty, Court Time

Section 1. Jury Duty.

- (a) An employee who is called for jury duty shall notify the Employer immediately upon receiving notice of such call.
- (b) If an employee serves on jury duty during days normally scheduled for work, the Employer will provide his normal daily pay upon presentation of a written statement of jury earnings from the proper jury official. In the event the employee receives additional jury compensation, the employee shall submit same to the Employer.
- (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 20th Circuit Court because of knowledge he may have in connection with his employment with the Employer, such employee shall receive leave with pay for such attendance.

ARTICLE XXIII

Layoff Procedure

Section 1. In the event the Employer 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.

(a) 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 Employer, a particular employee is necessary for the efficient operation of the Employer'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 Employer 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.

(b) For purposes of this Article, seniority shall be employee's length of continuous service with the Employer.

(c) 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 Employer shall lose recall rights.

Section 2. Chief Steward Super-Seniority.

The bargaining unit's designated Steward, holding the office of Association President, 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 Employer 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 Employer, the employee is not fully and wholly qualified to perform. In the event the Steward is laid off, the Association shall designate an unaffected bargaining unit employee as the new Steward, holding the office of Association President.

ARTICLE XXIV

Termination of Employment

Section 1. Voluntary. Employees desiring to resign from employment of the Employer shall give two (2) weeks written notice of their intent to resign. When possible, a four (4) week written notification should be given to the Employer 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 Human Resources Department.

Section 2. Involuntary. The Employer requires its employees to properly perform their job duties and, at all times, to conduct themselves in a reasonable and professional manner. Employees must also follow the Court's rules and policies. Failure to meet these requirements may result in disciplinary action.

(a) Any employee may terminate his employment at any time and for any reason, with or without notice to the Employer. Similarly, the Employer may terminate any employee at any time with good cause and with notice.

(b) Disciplinary actions, when deemed appropriate, shall range from verbal warnings and/or counseling to discharge. Except in cases, as determined by the Employer, that warrant immediate suspension or dismissal, the employee will have the opportunity to present an explanation of his conduct at a scheduled pre-disciplinary hearing. At the employee's request, he may be accompanied by an Association steward at such hearing.

(c) Court rules and policies may be changed or supplemented at any time, and any changes or any new policies are deemed effective immediately on notice to employees.

(d) The Employer is given discretion to begin discipline at any step, depending upon the seriousness of the offense.

(e) The supervisor or manager shall immediately inform the County Human Resources Director of any and all disciplinary action

taken; and

(f) The supervisor or manager shall immediately inform the County Human Resources Director of any situation where suspension or termination of the employment is considered. No Court employee will receive any disciplinary suspension, and no employee will be terminated, without a thorough review by the County Human Resources Director and with final approval by the Chief Judge.

ARTICLE XXV

No Strike - No Lockout

Section 1. It is recognized that the needs for proper service to the Public by 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, slowdown, or other similar action which would interfere with Court services.

Section 3. The Employer shall have the right to discipline or discharge any employee participating in any such interference, and the Association 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.

Section 4. The Employer 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 Employer in any actions at law for damages arising out of any interruption of the Employer's operations in violation of the provisions of this Article if, immediately upon receipt of notice from the Employer of such interruption by employees, the Association advises the Employer that such action is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXVI

Miscellaneous

Section 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.

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.

Section 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.

Section 4. Mileage.

(a) Employees who are required by the Employer to use their personal vehicles in the conduct of Employer business shall be reimbursed in accordance with the Employer's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

(b) Mileage Reimbursement Rate: Effective November 6, 1998, the prevailing mileage rate of the County shall be the effective rate of the IRS (Internal Revenue Service).

Section 5. Deferred Compensation.

Employees will be eligible to participate in the Employer sponsored deferred compensation plan(s). The Employer will contribute a twenty-five percent

(25%) match (up to a \$1000 annual maximum employer match) on each employee's contributions subject to the terms and conditions of the plan(s).

Effective January 1, 2008, employees retiring under this collective bargaining agreement may contribute final payoffs (i.e. vacation, sick bank elimination account, longevity) upon retirement to their deferred compensation plan. The retiring employee will be responsible for and limited to the maximum annual contribution as established by Internal Revenue Service guidelines. The Employer will not contribute any matching funds on these final contribution amounts.

ARTICLE XXVII

Duration

This Agreement shall take effect immediately and shall continue in effect through December 31, 2010.

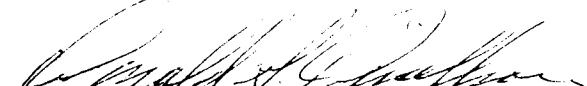
Any supplementary Agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement without changing any other terms of the Agreement. This Agreement states the entire agreement between the parties and during its term neither shall require the other to engage 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 Employer and Association.

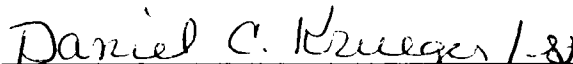
IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives this 12th day of February, 2009.

JUDGES OF THE TWENTIETH CIRCUIT COURT OF MICHIGAN

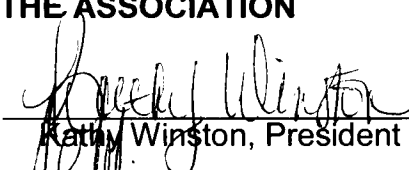

By 
Edward Post, Chief Judge

THE COUNTY OF OTTAWA

By 
Donald Disselkoe, Chairman
Board of Commissioner


Daniel C. Krueger, County Clerk

FOR THE ASSOCIATION

BY 
Kathy Winston, President

Joshua Wise

APPENDIX A
FOC CLASSIFICATION SCHEDULE

	<u>Classification</u>	<u>Pay Grade</u>
6527	FOC Clerk I	02
6130	Account Clerk	04
6321	Data Processing Specialist	04
6528	FOC Clerk II	04
6802	Parent Location Specialist	05
6526	FOC Technical Support Specialist	07
4380	FOC Investigator	08
4151	Family Svcs Coord/ Custody Fld Inv.	09

Revised 11/2009 Wage Study

APPENDIX B
 FRIEND OF THE COURT
 2009 – 2010
 Salary Schedule

1/1/2009: Increase the 2008 wage schedule by 2% for all classifications and all steps.

1/1/2010: Increase the 2009 wage schedule by 2% for all classifications and all steps.

<u>Position</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
	A	B	C	D	E	F	G
1							
1/1/2009	11.5052	11.7406	11.9607	12.4482	12.9823	13.5010	14.0352
1/1/2010	11.7353	11.9754	12.1999	12.6972	13.2419	13.7710	14.3159
2							
1/1/2009	12.6142	12.9141	13.1808	13.7640	14.3471	14.9303	15.5136
1/1/2010	12.8665	13.1724	13.4444	14.0393	14.6340	15.2289	15.8239
3							
1/1/2009	13.4419	13.7593	14.1082	14.7114	15.3621	16.0127	16.6953
1/1/2010	13.7107	14.0345	14.3904	15.0056	15.6693	16.3330	17.0292
4							
1/1/2009	14.2702	14.6135	14.9893	15.6759	16.4276	17.1306	17.8663
1/1/2010	14.5556	14.9058	15.2891	15.9894	16.7562	17.4732	18.2236
5							
1/1/2009	15.2928	15.6861	16.0945	16.8489	17.6505	18.4676	19.2695
1/1/2010	15.5987	15.9998	16.4164	17.1859	18.0035	18.8370	19.6549
6							
1/1/2009	16.4088	16.8174	17.2576	18.1062	18.9872	20.7466	20.8254
1/1/2010	16.7370	17.1537	17.6028	18.4683	19.3669	21.1615	21.2419
7							
1/1/2009	17.5402	18.0436	18.5147	19.4734	20.4582	21.4542	22.4442
1/1/2010	17.8910	18.4045	18.8850	19.8629	20.8674	21.8833	22.8931

<u>Position</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
	A	B	C	D	E	F	G
8							
1/1/2009	18.8961	19.4352	19.9913	21.0538	22.1489	23.2605	24.3719
1/1/2010	19.2740	19.8239	20.3911	21.4749	22.5919	23.7257	24.8593
9							
1/1/2009	19.9913	20.5635	21.1518	22.3448	23.5380	24.7480	25.9576
1/1/2010	20.3911	20.9748	21.5748	22.7917	24.0088	25.2430	26.4768

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 Employer 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)).

LETTER OF UNDERSTANDING

JOB SHARING

Section 1. Introduction. Job-Sharing is by definition having two (2) persons jointly share the responsibilities of one position. This proposal is intended to present a basic plan. Each request for job-sharing will include specific details regarding division of responsibilities and will be approved or denied on an individual basis. Final decisions shall be made by the employer and shall not be precedent setting or grievable.

Section 2. Basic Concepts. (a) Eligibility to request job-sharing requires:

(i) The employee who request job-sharing must have completed the probationary period and one (1) year of service following probation.

(ii) Positions will be evaluated and identified as to appropriateness and conditions for job-sharing by the employer after receiving input from staff.

(iii) Employees can request job-sharing from these positions identified as eligible.

(b) Employee(s) desiring to job-share will present their request in writing and state their reasons for the request.

(c) Positions will be shared by two (2) individuals who meet the qualifications for the job classification.

(d) Individual benefits will be according to the Agreement.

(e) If one (1) member of the job-sharing team leaves or is absent for an extended period of time, the remaining member is expected to cover the position responsibilities identified by their supervisor until the other job-sharing member returns or is replaced. This is not to exceed ninety (90) days. In event one (1) member of the team resigns and that position cannot be satisfactorily filled, the position will revert back to a single position and the remaining job-sharing team member must assume position responsibilities.

(f) Thirty (30) minutes out of twenty (20) hours will be allowed for overlap conferences.

(g) The issue of work space will be addressed in individual proposals.

(h) Meeting Attendance.

(i) Meetings will be attended on scheduled work time only.

(ii) Any exceptions to the above will be at supervisor request only.

(iii) Total time reimbursed for a job-sharing position will not exceed the budgeted amount.

**LETTER OF UNDERSTANDING
BETWEEN
TWENTIETH JUDICIAL CIRCUIT COURT
AND
FRIEND OF THE COURT EMPLOYEES ASSOCIATION**

WORKING HOURS (ADDENDUM)

This Letter of Understanding (LOU) is an addendum to the original LOU dated September 25, 2008, regarding Article X, Section 1 of the current Collective Bargaining Agreement (CBA), which modified the terms and conditions of Working Hours.

After a review of the project evaluation it is agreed that the project will continue as outlined in the original LOU. The project will be re-evaluated after six months from the date of this LOU, utilizing the same data and statistical information used for the initial evaluation.

Evaluation results will assist the Employer in determining if the project will be continued after the next evaluation data and statistics are reviewed. The Court has the discretion to continue or discontinue these flexible working hours at anytime, based upon the needs of the Court.

Twentieth Judicial Circuit Court



Hon. Edward R. Post, Chief Judge

8/10/2009
Date

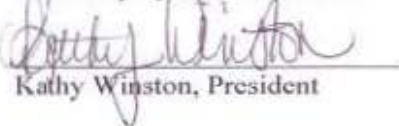
Ottawa County



Donald Disselkoen, Chairperson
Ottawa County Board of Commissioners

8/25/09
Date

FCC Employees Association



Kathy Winston, President

8/10/2009
Date