

AGREEMENT

between

**THE COUNTY OF KENT
AND THE CHIEF JUDGE OF THE 17th JUDICIAL CIRCUIT COURT**

and

CIRCUIT COURT REFEREE ASSOCIATION

Effective: September 10, 2009 – December 31, 2011

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AGREEMENT

An AGREEMENT effective this 10th day of September, 2009, by and between THE COUNTY OF KENT and CHIEF JUDGE OF THE 17TH JUDICIAL CIRCUIT COURT, hereinafter referred to as "Employer" and the CIRCUIT COURT REFEREES ASSOCIATION, hereinafter referred to as the "Union", as follows:

PREAMBLE

The purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees, and the Union. The parties recognize that the interests of the community and the job security of the employees depend on the Employer's success in establishing and the employees' success in rendering services to the public.

Therefore, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All full-time Attorney Referees and Friend of the Court Staff
Attorneys employed by and under the Chief Judge of the 17th
Judicial Circuit.

Section 1.2. Definition of Employer. Employer shall mean separately and jointly the following: The County of Kent and the Chief Judge of the 17th Judicial Circuit Court.

REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of two (2) Union members who have been regular full-time employees for at least one year. One of the bargaining committee members shall be designated as the Chairperson. The function of the committee shall be to negotiate successor collective bargaining agreements and to act in a representational capacity for the purpose of processing grievances for employees covered by this Agreement.

Section 2.2. Lost Time. The representatives shall be permitted to leave their work station, to investigate and present grievances to the Employer, without loss of pay, after specifying to their supervisor the purpose of their activity. Permission shall be granted unless it would unduly disrupt or interfere with the normal operations of the Court. Representatives will be permitted to answer contractually-related questions, without loss of pay, during working hours. The representative's time during such release time will be devoted to the proper processing of grievances and/or performing other representational duties and will not be abused.

Section 2.3. Identification of Bargaining Committee Members. The Union shall furnish the Employer in writing the names of its bargaining committee members responsible for administering this Agreement, and whatever changes may occur from time to time so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This notification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

Section 2.4. Non-Employee Representatives. Either party may have non-bargaining unit employee representatives present at any meetings between the parties.

UNION SECURITY AND DUES CHECKOFF

Section 3.1. Union Security. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.1 shall, sixty (60) days after the start of their employment in the collective bargaining unit or the date this Agreement is entered into, whichever is later, either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the cost of negotiating and administering this Agreement. The service fee shall not exceed the regular monthly dues uniformly required of Union members, nor shall it include any assessments or initiation fees.

Section 3.2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining agreement without regard to whether the employee is a member of the Union.

Section 3.3. Checkoff.

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues or a service fee from each employee covered by this Agreement who executes and files with the Employer a checkoff authorization form.

- (b) The Union shall notify the Human Resources Department in writing of the proper amount of Union membership dues and service fees and any subsequent changes in such amounts.

Section 3.4. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees.

RIGHTS OF THE EMPLOYER

Section 4.1. Rights. The Employer, on its own behalf and on behalf of the public it serves, hereby retains and reserves to itself, and its designated representatives, all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. Among the rights of the Employer is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines to provide such service; to hire new employees, to determine the nature and number of the facilities and departments and their locations; to adopt, modify, change or alter its budget; to establish or abolish classifications of work; to combine or recognize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline, or discharge employees for just cause. "Just cause" shall be defined as those grounds for discipline or removal as contained in the Michigan Code of Judicial Conduct and the Michigan Rules of Professional Conduct for attorneys; incompetence or misconduct; and the failure to abide by those administrative orders, policies or procedures as officially promulgated by the Chief Judge. The Employer shall also have the right to establish and follow an orderly procedure to transfer, lay off and recall personnel; to establish reasonable work rules; to establish and change work schedules and hours, to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, it shall be subject to the grievance and arbitration procedure established herein.

NO STRIKE - NO LOCKOUT

Section 5.1. No-Strike Pledge. During the term of this Agreement, the Union agrees that neither it nor its officers, representatives, members, or employee it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike,

walk-out, slow-down, sit-in, sympathy strike, or stay-in, nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization.

Section 5.2. No Lockout. During the life of this Agreement, the Employer agrees not to lock out any employees covered by this Agreement.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance, for the purposes of this Agreement, shall be defined as a complaint by an employee covered by the Agreement or the Union concerning the application or interpretation of a specific provision or provisions of this Agreement.

Section 6.2. Grievance Procedure. All grievances shall be handled in the following manner:

- A. Verbal Step. An employee who believes he has a grievance shall discuss the matter with their immediate supervisor within fifteen (15) days following the events which caused the grievance. If requested by the employee, a collective bargaining committee member may be present. The employee's immediate supervisor shall inform the employee of his decision in the matter within ten (10) days following the date of discussion.

- B. Written Procedure. If the grievance is not settled in Step 1, it shall be reduced to writing and submitted to the Chief Judge within ten (10) days of the answer in Step 1. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee(s) or the Union with respect to these provisions, indicate the relief requested, and be signed by the collective bargaining committee member and the affected employee(s). The Chief Judge or designee, a representative of the Human Resources Department, and the collective bargaining committee shall meet to discuss the grievance within fourteen (14) days following receipt of the grievance by the Chief Judge. The Employer shall place their written answer on the grievance and return it to the collective bargaining committee member within fourteen (14) days following the meeting.

Section 6.3. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next step in a timely manner, it shall be considered withdrawn. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of extension is specified.

Section 6.4. Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays, and Holidays recognized under this Agreement shall be excluded.

Section 6.5. Grievance Form. The grievance form shall be mutually agreed upon by the Employer and the Union.

Section 6.6. Grievance Resolution. All resolutions of grievances must be approved by the Chief Judge and the Human Resources Director before they are binding on the Employer. If the Chief Judge or the Human Resources Director disagrees with the settlement of the grievance, the Chief Judge shall notify a collective bargaining committee member within ten (10) days and the grievance may be resubmitted to arbitration in accordance with Section 7.1.

ARBITRATION

Section 7.1. Arbitration Request. In the event that a grievance involving the application, interpretation, or enforcement of the provisions of this Agreement shall not have been satisfactorily adjusted during the two steps of the Grievance Procedure, the Union may submit the grievance to arbitration by giving written notice to the Human Resources Director within twenty (20) days of the Employer's Step 2 answer. If arbitration is not sought within the twenty (20) day period specified in this Section, the matter shall be considered settled on the basis on the Employer's last disposition.

Section 7.2. Pre-Arbitration Meeting. Nothing in this Agreement shall prohibit the parties from having pre-arbitration meetings to discuss an attempt to resolve pending cases at the arbitration step of the grievance procedure.

Section 7.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first list submitted by the Federal Mediation and Conciliation Service provided the party that does so must immediately request a new list. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 7.4. Arbitrator's Powers. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have the power to establish or change any classification wage rate. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and the employees in the

bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

DISCIPLINARY PROCEDURES

Section 8.1. The Employer agrees to notify the Union, in writing, of all disciplinary suspensions and discharges.

Section 8.2. Discipline will be of a progressive corrective nature, except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 8.3. The standard for discipline and/or discharge shall be just cause, and penalties imposed, if any, shall be based on progressive discipline.

Section 8.4. Disciplinary action shall only be taken for just cause. In the event that disciplinary action results in loss of pay or discharge, the employee will be informed of his rights to be represented by the Union and the Employer shall provide a statement in writing of the reasons why said action, other than oral reprimand, is being imposed.

SENIORITY

Section 9.1. Seniority Definition. Seniority shall be defined to be the length of the employee's continuous service with the Employer commencing with the last date of hire in the position of Referee. Continuous service is defined as that time actually spent on active payroll plus all approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.2. Seniority List. The County shall prepare a seniority list and submit it to the Union on an annual basis, not later than February 1st. The list shall include the employee's name, continuous service date, anniversary date, classification, seniority date, compensation range and step level.

Section 9.3. Loss of Seniority. An employee's total seniority classification, seniority, and his/her employment relationship with the Employer shall terminate for any of the following reasons:

- (a) The employee resigns, retires, or receives a pension, including a disability pension, under the Kent County Retirement System.

- (b) The employee is terminated or discharged.
- (c) The employee is absent for any three (3) consecutive working days without proper notifying the Employer. After such unreported absence, the Employer will send written notification to the employee by certified mail at his/her last known address that because of unreported absence, the employee is considered to have resigned (voluntary quit) and is no longer in the employ of the Kent County. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- (d) If the employee does not return to work on the date specified for a recall from layoff as set forth in the recall procedure. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (e) The employee fails to return on a specified date following an approved leave of absence, sick leave, vacation or disciplinary suspension. In proper cases, exceptions shall be made upon the employee presenting convincing proof of his/her inability to return on the required date.
- (f) The employee has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less.
- (g) The employee has been on sick leave for a period of two (2) years or for a period of time equal to the length of his/her seniority at the time of such sick leave commences, whichever is less.
- (h) The employee has been on worker's compensation leave for a period of two (2) years or for a period of time equal to the length of his/her seniority at the time such worker's compensation leave commences, whichever is less.

Section 9.4. Super Seniority. Notwithstanding their position on the seniority list, the chief spokesperson and respective representatives shall, in the event of a layoff of any type, be continued at work as long as there is a job in their classification with the Employer that he/she is capable of performing and shall be recalled to work in the event of a layoff on the first job opening within their classification in the bargaining unit with the Employer and which they are capable of performing.

LAYOFF AND RECALL

Section 10.1. Notice of Layoff. Employees who are to be laid off shall receive fourteen (14) calendar days advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible. An employee recalled to work shall have a minimum of five (5) work days advance notice before the employee has to report for work. Notices shall be sent

by certified mail, return receipt requested. It shall be the employee's responsibility to keep his current address and telephone number on file with the Human Resources Department. If the employee fails to report for work as required, he shall be considered a voluntary quit.

CONTRACTING OF WORK

Section 11.1. Contracting of Work. If it is necessary to contract out bargaining unit work, the Employer will given written notification to the Union and the Employer will hold a special conference with the Union to discuss the Employer's rationale and justify its actions fifteen (15) days prior to any final decision of the Board of Commissioners. Contracting out work will not result in a layoff or demotion of employees or result in the loss of regular wages or benefits to a bargaining unit employee. The layoff or demotion of employees will not result in the immediate contracting out of bargaining unit work.

SAFETY COMMITTEE

Section 12.1. A Safety Committee comprised of two (2) Union members and two (2) representatives appointed by the Employer shall meet at least quarterly for the purpose of investigating and making recommendations to the Employer regarding existing conditions and/or circumstances hazardous to the safety and/or health of employees and the public. The committee shall follow guidelines established by OSHA and MIOSHA. The Employer shall submit, within ten (10) working days after receipt, a written response, with a copy to the Union, to all recommendations. Union members of the Safety Committee will be compensated at their regular rate of pay during the time required for meetings and/or investigations.

CONFERENCES, WORKSHOPS AND SEMINARS

Section 13.1. Employees are encouraged to attend conferences, workshops, or seminars in which the training is directly related to the employee's assigned duties or the training is required to maintain a professional license. Requests for approval to attend educational conferences, workshops, and seminars shall be made to the Employer or designee. Expenses will be reimbursed in accordance with existing County Policy.

LEAVES OF ABSENCE

Section 14.1. Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to the Chief Circuit Court Judge at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave of absence shall be furnished to the

employee in writing by the Chief Circuit Court Judge and the Human Resources Director within ten (10) calendar days after the request for a leave of absence is received by the Chief Circuit Court Judge. Any request for an extension of a leave of absence must be submitted in writing to the Chief Circuit Court Judge at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Chief Circuit Court Judge and the Human Resources Director.

Section 14.2. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intents known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Chief Circuit Court Judge. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of employment with the Chief Circuit Court Judge. All leaves of absence shall be without pay unless specifically provided to the contrary by the provision of the leave Section involved.

Section 14.3. Worker's Compensation Leave. In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Human Resources Director, shall be allowed salary payments, which with his compensation benefit, equal his regular salary or wage. The period covered by the above shall be a once in a lifetime benefit period not to exceed six (6) consecutive weeks. Thereafter, an employee may supplement worker's compensation benefits by utilization of accrued sick leave up to the employee's normal earnings. Upon exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan. An employee who is receiving only Worker's Compensation benefits shall be placed on an unpaid leave of absence and benefits provided by this Agreement will be treated accordingly.

Section 14.4. Military Leave.

- (a) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State status and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employers the difference between the amount received for such training and the employee's regular salary or wage.

- (c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for the period provided for in County policy.

Section 14.5. Funeral Leave. An employee shall be granted a leave of absence to attend the funeral when a death occurs in the employee's immediate family according to the following schedule:

- (1) Spouse, children, father, mother, sister, brother: five (5) consecutive days.
- (2) Father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, grandparents, grandchildren: three (3) consecutive days.
- (3) Aunts, uncles, stepbrother, stepsister: one (1) day.

Leaves granted under this Section shall include the date of the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular straight time rate of pay, exclusive of all premiums, for such lost time. The Employer may require evidence of death and relationship of the deceased to the employee. Additional time for out of state travel or extenuating circumstances shall be allowed to be deducted from the employee's accrued vacation or paid personal leave time or without pay.

Section 14.6. Paid Time Off.

- (a) All full-time employees covered by this Agreement who have completed six (6) months of service shall be credited with seventy-two (72) hours of paid time in January of each year. Part-time employees who have completed six (6) months of service will be credited with thirty-two (32) hours in January of each year.
- (b) For all new hires, upon completion of six (6) months of service, a full-time employee will be credited with a pro rata amount of paid time off at the rate of six (6) hours for each full month remaining in the calendar year following the month the employee completes probation. The amount of hours will be rounded to the nearest whole number of hours. Part-time employees, upon completion of six (6) months of service, shall receive a pro rata amount of paid time off at the rate of three (3) hours for each month remaining in the calendar year following the month the employee completes probation.

- (c) Paid time off shall be granted for personal reasons, emergency personal reasons, when an employee is unable to perform his/her duties because of illness or injury, illness or injury of a member of the immediate family including parents, illness or incapacity associated with pregnancy. In the event that the employee has exhausted their paid time off bank, the employee shall be allowed to activate their vacation or compensation time banks or go without pay.
- (d) Paid time off days shall be charged against the employee's paid time off account in the amount taken.
- (e) Absent an emergency situation, paid time off must be requested at least four (4) days in advance of the date requested. The reported reason for the use of the paid time off benefit is at the employee's discretion; however, if less than four day's advance notice is given because of an emergency situation the Employer may request proof of the emergency situation.
- (f) Paid time off may be taken in one (1) hour increments with permission of the employee's supervisor.
- (g) At the end of each calendar year, the number of unused paid time off hours shall be added to the employee's previously accumulated sick leave bank which existed as of December 31, 2003, for use as set forth in this section. This will become known as the employee's paid time off bank. There shall be no limit on the number of hours an employee may have in his/her paid time off bank, which includes his/her previously accumulated sick leave bank.
- (h) An employee shall not be charged paid time off leave for a doctor or dentist appointment provided the employee submits a signed verification from the doctor/dentist substantiating the appointment. Time spent at doctor and dental appointments in excess of ten (10) hours per year shall be deducted from the employee's paid time off bank.
- (i) Employees may also use the hours in the paid time off bank in the following manner:
 - (1) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
 - (2) Following the exhaustion of the sickness and accident benefits, the employee may draw from his/her paid time off bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.

(3) Employees may also supplement their sickness and accident benefits by accessing their previously accrued sick leave, vacation leave, or banked comp time hours.

VACATIONS

Section 15.1. Vacations. All employees covered by this Agreement shall earn vacation leave with pay according to the following schedule:

Seniority	Vacation Hours Per Month
Start to less than 6 years	8 hours
6 years	10 hours
9 years	10.666667 hours
10 years	11.333333 hours
11 years	12 hours
12 years	12.666667 hours
13 years	13.333333 hours
14 years	14 hours
15 years	14.666667 hours
16 years	15.333333 hours
17 years	16 hours
18 years	16.666667 hours

Section 15.2. Vacation Payback. If an employee is earning at the rate of one hundred sixty (160) or more vacation hours at the beginning of the calendar year and the employee has taken at least eighty (80) hours of vacation in the calendar year, the employee may request that he/she receive forty (40) hours pay in the last pay period of the pay year in lieu of forty (40) hours of vacation time

Section 15.3. Vacation Scheduling. An employee may utilize his earned vacation credits upon proper notice as determined by the presiding judge, provided that, in the opinion of the Chief Circuit Court Judge, such time off does not interfere unreasonably with the efficient operation of the Court.

Section 15.4. Vacation Accumulation. Employees may not accumulate over three hundred (300) hours of vacation credits at any time.

Section 15.5. Vacation Payout. Upon termination of employment after six (6) months of service, an employee shall be paid for all vacation hours credited to his account as of the date of termination.

HOLIDAYS

Section 16.1. Holidays.

- (b) An employee shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Section 16.2. Holiday Work. Employees who are required to work on any holiday recognized in Section 16.1 (a) shall receive a personal day in lieu of the holiday.

INSURANCE

Section 17.1. Health Insurance. All full time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan hospitalization insurance (Appendix B).

- (a) Subscribers shall contribute ten percent (10%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010, employees shall contribute fifteen percent (15%) of their applicable health care premiums through payroll deduction. Effective January 1, 2010, the employee premium contribution may be reduced by two and one-half percent if the employee has participated in the wellness program and an additional two and one-half percent if the employee is a non-smoker or is participating in a smoking cessation program. Provided however, if either or both credits are deemed unlawful and the Employer is unable to bring the credit program into compliance with the law, the Employer agrees to bargain over the applicable employee contribution credit(s).
- (b) As an alternative to the County hospitalization coverage, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (Grand Valley HMO co-pay plan). All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.
- (c) Annually during the open enrollment period, employees may choose between health coverage offered. This coverage will remain in effect for one year beginning January 1.
- (d) All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

- (e) The Employer reserves the right to establish a self-insurance hospitalization program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible, except as to the administration of such hospitalization insurance.
- (f) For any month in calendar year 2009 where the employee was not covered by the new health care plans, the employee will pay the difference between 90% of the applicable rates for the new health care plans and the applicable monthly premiums of the old health care plan, including the student rider.

Section 17.2. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 17.1, effective with the execution of this Agreement, an employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 17.1 and in lieu thereof shall receive thirty-five (\$35) per pay period subject to the following.

- (a) The employee must provide proof of insurance coverage from some other source.
- (b) Notice of the intent to waive insurance must be sent to the Human Resources Director within thirty (30) days of the execution of this Agreement and annually thereafter during the open enrollment period.
- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period each year.
- (d) Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage (not by selection) may return to provided hospitalization insurance at any time throughout the year as long as written evidence is provided which substantiates one of these special conditions.
- (e) Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.
- (f) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

Section 17.3. Dental Benefit Plan. All full-time employees and their eligible dependents who have enrolled will be entitled to the following Dental Benefits.

- (a) Reimbursement of fifty percent (50%) of reasonable and customary charges as determined by a licensed dentist or physician for services or supplies to a maximum of \$2,000 per family per calendar year. The benefits shall include an Orthodontic rider. Effective 2009 the maximum shall be two thousand two hundred dollars (\$2,200) per family per calendar year. Effective 2011 the maximum shall be two thousand three hundred (\$2,300) per family per calendar year. Dental expenses which

are the result of an accidental injury which is covered in whole or in part by any other benefit plan offered by the County are excluded from his coverage. The dental plan shall provide for one hundred percent for Class I benefits (two cleanings and one set of x-rays) per year, per family member.

- (b) All full-time employees who apply for Dental Benefits by completing an enrollment card will be made effective under the Dental Plan no later than the first of the month following receipt of enrollment card. All terminated employee benefits continue through the end of the employee's last month of employment. Employees in an approved unpaid leave of absence may continue coverage up to six months at their own expense, at established group rates.
- (c) All dental bills are the primary responsibility of the employee with County reimbursement for 50% of paid expenses being made directly to the employee.
- (d) If both spouses are County employees who are eligible for Dental Benefits, both spouses may enroll separately and children will be enrolled on the male spouse's enrollment. Neither spouse shall be enrolled on the other spouse's enrollment.
- (e) All dental claims must be filed within six (6) months after the calendar year in which services were rendered has ended. For example, 2005's bills must be filed by June 30, 2006. Dental claims may be submitted for reimbursement at any time during the year; it is not necessary to accumulate the charges until the end of the year.
- (f) A Dental Benefit Plan Employee Handbook explaining in further detail the Dental Benefit Plan shall be distributed to all eligible employees.

Section 17.4. Life Insurance. The Employer shall pay the required premiums to provide each full-time employee with Term Life Insurance equivalent to one times that employee's annual salary, rounded to the next highest multiple of \$1,000, up to a maximum of \$50,000. The insurance benefit amount shall be changed annually based on an individual employee's earnings as of January 1.

Section 17.5. Supplemental Term Life Insurance. Full-time employees may purchase an additional amount of Supplemental Term Life Insurance in multiples of \$5,000 up to a maximum of \$150,000 through payroll deduction. The amount of payroll deduction for Supplemental Term Life coverage equals the actual cost of the County.

Section 17.6. Section 125 Plan. Full-time employees shall be eligible to participate in the Employer's Section 125 Plan.

Section 17.7. Optical Insurance. Full-time Employees covered by this Agreement shall be provided with optical insurance under the County's Optical Insurance Plan. Effective December 1, 2003, the Plan will be amended to provide for glasses each year if there has been a prescription change.

Section 17.8. Premium Payments. Hospitalization and life insurance premiums shall be paid by the Employer commencing at the time of the next regular payment made in accordance with the Employer's procedures, following the month of employment. Employees who are laid off or go on a leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

Section 17.9. Retirees' Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on July 1, 2000, or thereafter, in accordance with the following:

- (a) Employees who retire on or after July 1, 2004, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after July 1, 2000, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of two hundred fifty dollars (\$250) per month. When the retiree is eligible for Medicare, the Employer shall provide to the retiree Medicare supplement insurance at an amount not to exceed the lowest single subscriber rate available under the Employer's insurance programs, not to exceed two hundred fifty dollars (\$250) per month. Retirees may, at their own expense, be allowed to pay the difference between the premium amount paid by the Employer and the premium amount for any other Employer provided insurance plan selected by the retiree.
- (b) Employees who retire with less than twenty-five (25) years of continuous service at the time of retirement shall have a monthly pro-rata health care credit based on years of credited service in relation to 25 years not to exceed the lowest single subscriber rate.
- (c) Such amount shall not exceed the lowest single subscriber rate for Employer provided health insurance including Medicare supplement.
- (d) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates, subject to the carrier's rules.
- (e) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (f) No payments shall be made by the Employer if:

- (1) The employee receives a deferred pension;
 - (2) The employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
 - (3) The retiree is covered by a health care program or insurance under their spouse's employment;
 - (4) The balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee.
- (g) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the County's health care program that is provided to members of the bargaining unit from which they retired and such benefit are subject to negotiations between the parties and the provisions of Section 17.8.

Section 17.10. Sickness and Accident Benefits.

- (a) In consideration for the program of sickness and accident insurance benefits described in this Section, the parties agree that the former program of paid sick days shall no longer exist after December 31, 2003. No further use of time earned under the prior sick leave program, other than as provided in this Section, shall be permitted.
- (b) The Employer shall provide sickness and accident benefits for all full-time and regular part-time employees covered by this Agreement. This coverage shall become effective following the completion of the employee's probationary period. Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. Employees are not entitled to sickness and accident benefits for any disability for which they may be entitled to indemnity or compensation under the Employer's retirement plan, Social Security, Workers' Compensation or any other disability benefit program.
- (c) The employee shall be given pension service credits for the period of time an employee is receiving sickness and accident insurance benefits under the County plan.
- (d) If an employee is otherwise eligible for Family and Medical Leave all insurance premium payments will be paid while an employee is receiving sickness and accident benefits, not to exceed twenty-six (26) weeks in a rolling twelve (12) month period, subject to the employee making the necessary premium co-payments.

- (e) An employee who is receiving sickness and accident insurance benefits shall be eligible to return to his/her former position at any time during the duration of the sickness and accident benefit period.
- (f) Accrued sick leave hours earned prior to January 1, 2004 shall be placed in a sick leave bank. The employee may use the hours in the sick bank in the following manner:
 - (1) To supplement workers' compensation or sickness and accident benefits paid to an eligible employee, provided, however, the sum of any such workers' compensation and sickness and accident benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's gross weekly wage.
 - (2) Following the exhaustion of the sickness and accident benefits, the employee may draw from his sick bank a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wage.

RETIREMENT

Section 18.1. Pension Plan. All employees shall participate in the County's Retirement Plan. Employee contributions are six and one-half percent (6.5%) of the employee's annual salary. Normal Retirement benefits are based on a life allowance (pension) multiplier of two and one-half (2.5%) of the employee's final average compensation as defined in the Plan multiplied by the number of years of credited service. The final average compensation (FAC) will be three (3) years as defined in the Plan. Effective as soon as possible following ratification, an employee's pension contribution shall be one-half (1/2) of the annual actuarial valuation. The annual actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Commissioners in their sole discretion. The maximum employee's pension contribution shall not exceed six and one-half percent (6.5%) of earnings.

Section 18.2. Cost of Living. A cost-of-living escalator clause is included in the pension plan which annually increases a retiree's pension benefit check by 1% in January after 3 full years of retirement benefits.

Section 18.3. Retirement Bonus. Full-time employees who retire under the Kent County Retirement Plan (other than a deferred retirement) who as of the date of retirement has unused sick leave shall receive pension service credit for all the unused hours in the sick leave bank.

MISCELLANEOUS

Section 19.1. Mileage. Reimbursable mileage shall be at the published IRS rate.

Section 19.2. Long-Term Disability Program. When full-time employees are sick or injured, and have exhausted all of their vacation, holiday benefits, and sick leave, they may be eligible for benefits through the Long-Term Disability Program which provides employees with 75% of their pay for a twenty-six (26) calendar week period in accordance with the following:

- (a) Employees are eligible after six (6) months of continuous service.
- (b) After the Long-Term Disability benefit has been exhausted, the employee must return to work and be employed full-time for six (6) continuous months in order to replenish their Long-Term Disability bank. An employee's Long-Term Disability bank will automatically be replenished to twenty-six weeks when this re-qualification period has been completed.
- (c) The County will continue to pay Medical insurance and Life insurance premiums while the employee is receiving Long-Term Disability Program benefits.
- (d) This benefit will be offset by any benefit entitlement under Workers' Compensation, Social Security, "no-fault" personal injury protection and personal sick and accident insurance. Long-Term Disability benefits will terminate at retirement.
- (e) Employees must furnish satisfactory proof of disability to the Presiding Judge and the Human Resources Director to be eligible for this benefit and at least every ninety (90) days thereafter to remain eligible for this benefit.
- (f) The County reserves the right to select an insurance carrier to provide this benefit at substantially the same level.

Section 19.3. Bar Dues. The Employer agrees to provide payment or reimbursement of employee dues for membership in the following organizations: American Bar Association, Michigan Bar Association, Grand Rapids Bar Association, Referees' Association of Michigan, and National Council of Family and Juvenile Court Judges.

Section 19.4. Employee Address. All employees are required to furnish the Employer with an up-to-date address and notify the Employer of any change. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 19.5. Captions. The captions used in this Agreement neither add to nor subtract from meaning, but are for reference purposes only.

Section 19.6. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 19.7. Separability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 19.8. Veteran Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties agree that any employee(s) who may come within the provisions of any legislation enacted entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, prior to request for arbitration, elect in writing either to agree to proceed with is or her complaint through the grievance procedure or elect the statutory remedy as the sole means of challenging the Employer's decision or determination. If the employee(s) elects to pursue the statutory remedy, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be subject of arbitration proceedings.

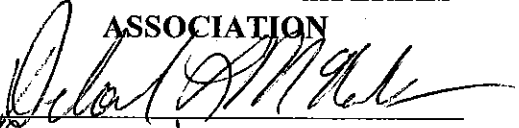
NO DEROGATION


Section 20.1. The terms of this Agreement control over any personnel manual and regulations or policies of the Employer so that the Employer cannot derogate from (detract from) any of the rights and benefits secured in this Agreement.

DURATION

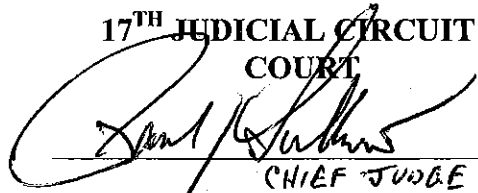
Section 21.1. Termination. This Agreement shall remain in full force and effect until midnight December 31, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to the expiration date, serve written notice on the other party of a desire to terminate, modify, amend, or renegotiate this Agreement.

**CIRCUIT COURT REFEREES
ASSOCIATION**



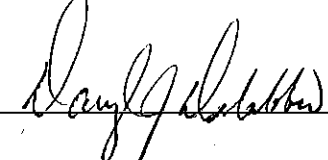



**17TH JUDICIAL CIRCUIT
COURT**




CHIEF JUDGE

COUNTY OF KENT







APPENDIX A

The following wage scales shall be effective the first full pay period beginning on or after the dates indicated.

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
January 1, 2008							
Staff Attorney		\$64,617	\$66,961	\$69,390	\$71,906	\$74,514	\$77,216
Attorney Referee	\$69,469	\$71,990	\$74,602	\$77,308	\$80,110	\$83,016	\$86,028
January 1, 2009							
Staff Attorney		\$65,909	\$68,300	\$70,778	\$73,344	\$76,004	\$78,760
Attorney Referee	\$70,859	\$73,430	\$76,094	\$78,854	\$81,712	\$84,676	\$87,749
January 1, 2010							
Staff Attorney		\$67,392	\$69,837	\$72,371	\$74,994	\$77,714	\$80,532
Attorney Referee	\$72,453	\$75,082	\$77,806	\$80,628	\$83,551	\$86,581	\$89,723
January 1, 2011							
Staff Attorney		\$69,077	\$71,583	\$74,180	\$76,869	\$79,657	\$82,545
Attorney Referee	\$74,264	\$76,959	\$79,751	\$82,644	\$85,640	\$88,746	\$91,966

Appendix B

3-Year Healthcare Plan Summary Chart

	2009		2010		2011	
	In Network	Out of * Network	In Network	Out of * Network	In Network	Out of * Network
Preventative Care	100%	80%	100%	80%	100%	80%
Office Visit	\$20	80%	\$20	80%	\$25	80%
Urgent Care	\$30	80%	\$30	80%	\$40	80%
ER Visits (Waive if admitted)	\$100	80%	\$100	80%	\$125	80%
Deductible						
Individual	\$200	\$400	\$200	\$400	\$250	\$500
Family	\$400	\$800	\$400	\$800	\$500	\$1,000
Coinsurance (except as provided under current mental health and skilled nursing provisions)	100%	80%	95/5	75/25	90/10	70/30
Out-of-Pocket Max for Coinsurance						
Individual	N/A	\$1,200	\$600	\$1,200	\$750	\$1,500
Family (Does not include deductibles)	N/A	\$2,400	\$1,200	\$2,400	\$1,500	\$3,000
GVHMO Office Visit	\$10	-	\$10	-	\$20	-
Traditional Plan	Eliminate		Eliminate		Eliminate	
Prescription Drugs						
Co-pay applies as dispensed						
Generic	\$15		\$15		\$15	
Formulary	\$20		\$20		\$25	
Non-Formulary	\$40		\$40		\$45	
Mail Order co-pay for Maintenance Drugs	1X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply		2X Co-pay for 90 Day Supply	
Premium Share	10%		15%**		15%**	

**2.5% credit for Wellness Program (HRA, Annual Physical)

**2.5% credit for Wellness Program Non-Smoker or smoking cessation program

*Deductibles/Co-Pays apply to all out of network changes

Plan Design Change Notes for 2009

- Add baseline/routine colonoscopy as preventative benefit
- Add standard adult immunizations as preventative (Advisory Committee on Immunization Practices)
- Additional benefits to cover contraceptive devices and voluntary sterilization
- Remove preventative limitation on partial lab tests
- Rx copay applied as drug is dispensed (i.e. generic @ \$15, formulary @ \$20, non-formulary @ \$40)
- Remove erectile dysfunction lifestyle drugs (i.e. Viagra, Cialis, etc.) from approved list
- 2009 phase-in of Health Risk Assessments/Annual Physicals to support 2010 incentives
- No "payment in lieu of health insurance" if spouse is covered by a County health insurance plan