

# **AGREEMENT**

**between**

**THE COUNTY OF KENT  
AND THE 17<sup>th</sup> JUDICIAL CIRCUIT COURT**

**and**

**POLICE OFFICERS LABOR COUNCIL  
COURT REPORTER**

**Effective: March 12, 2009 – December 31, 2011**



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## AGREEMENT

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of March, 2009, by and between the 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, hereinafter referred to as "Employer," and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

### 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 upon 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 court reporters employed by and under the 17<sup>th</sup> Circuit Court

Section 1.2. Definition of Employer. Employer shall mean the 17<sup>th</sup> Judicial Circuit Court.

### UNION SECURITY AND CHECKOFF

Section 2.1. 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 of 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 of initiation fees.



Section 2.2. Union Membership. Membership in the Union is not compulsory and is a matter of 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 memberships 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 unit without regard to whether the employee is a member of the Union.

Section 2.3. Check-off.

- (a) During the life of this Agreement, the Employer agrees to have deducted Union membership dues or a service fee from each employee covered by this Agreement who executes and files with the Employer a check-off authorization form.
- (b) The Union shall notify the Kent County Human Resources Department in writing of the proper amount of Union membership dues and service fees and any subsequent changes in such amounts.

Section 2.4. Hold Harmless. The Union agrees to indemnify and save the Employer and the County harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees.

## **REPRESENTATION**

Section 3.1. Collective Bargaining Committee. The Employer hereby recognizes a bargaining committee composed of two Union members who have been regular full-time employees for at least one (1) 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 3.2. Lost Time. The representatives shall be permitted to leave their workstation 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 office. Representatives will be permitted to answer contractually related questions, without loss of pay, during work 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. Representatives will be permitted reasonable use of the telephone during working hours for the purpose of conducting legitimate Union business.

Section 3.3. Identification of the Collective Bargaining Committee Members. The Union shall furnish the Employer in writing with the names of all 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.

## **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, including court rules and administrative orders, 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 methods, procedures, means, equipment, and machines to provide such service; to hire new employees; to determine the nature and number of 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; to establish and follow an orderly procedure for transfer, lay off and recall of 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 procedures established herein.

Section 4.2. Just Cause Defined. Just Cause shall be defined as those grounds for discipline or removal including, but not limited to, the following: Revocation or non-renewal of certification by or with the Michigan Supreme Court Reporting and Recording Board of Review; incompetence or misconduct; and failure to abide by those administrative orders, policies, or procedures as defined by the Chief Judge.

## **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 employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slowdown, 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 or bargaining unit of this Union.

Section 5.2. No Lockout. During the life of this Agreement, the Employer agrees not to lock out 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 their decision in the matter within ten (10) days following the date of discussion.
  
- (b) Written Step. If the grievance is not settled in the Verbal Step, it shall be reduced to writing and submitted by a collective bargaining committee member to the Chief Circuit Court Judge within ten (10) days of the response under the previous step. 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 Circuit Court 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 of the Circuit Court and the Kent County 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 Chief Circuit Court Judge and 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. Notice of Discipline. The Employer agrees to notify the Union, in writing, of all disciplinary suspensions and discharges.

Section 8.2. Progressive Discipline. 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. Discipline Standard. 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. Just Cause. 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.

Section 8.5. Work Record. If the employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old when imposing discipline.

Section 8.6. Union Representation. Upon request all employees are entitled to union representation when questioned or interviewed during an investigation which could result in discipline.

## 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 Court Reporter. 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. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 9.2. Probationary Employees. All employees shall be on probation for the first six (6) calendar months after their commencement of work. Six (6) calendar months shall be interpreted as requiring an employee to complete one thousand forty (1040) straight time hours of work. During this probationary period, an employee may be terminated without recourse and without regard to this Agreement. An employee who is absent from work for a period in excess of fourteen (14) days shall have his probationary period extended by a period of time equal to the absence.

- (a) In order to receive full or prorated benefits as specified throughout this Agreement, an employee must complete one thousand forty (1,040) hours of work or more to qualify.

Section 9.3. Seniority List. The County shall prepare a seniority list and submit it to the Union on an annual basis, not later than February 1<sup>st</sup>. The list shall include the employee's name, continuous service date, anniversary date, classification title, compensation range and step level.

Section 9.4. 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 and the termination or discharge is not reversed through the procedures set forth in this Agreement.
- (c) The employee is absent for any three (3) consecutive working days without properly 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 and is not longer in the employ of the 17<sup>th</sup> Judicial Circuit Court or the County of Kent. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
- (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. 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 9.5. 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.

Section 10.2. Job Security. In recognition that court reporters work and hold seniority in the 17<sup>th</sup> Judicial Circuit Court, it is agreed that the court reporters working and holding seniority in their respective division shall not be separated solely as a result of a judge vacating his or her office.

Section 10.3. Understanding on Alternative Technology. The Employer agrees that it will not lay off, displace, or demote any existing court reporter as a result of the use of per diems, certified electronic recorders, or as a result of the use of alternative technology. Nothing in this section shall be construed as precluding the court from requiring the utilization of alternative technology to provide back-up for court reporters e.g. to cover absences due to illnesses or vacations, etc.

## **LEAVES OF ABSENCE**

Section 11.1. 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 11.2. 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 11.3. Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay according to the following conditions and qualifications:

- (a) No sick leave with pay will be taken by a newly hired employee during the first six (6) months of employment or by a terminated or retired employee after the last day of work.
- (b) After the completion of six (6) months of service, each full time employee shall be credited with six (6) working days of sick leave and will accumulate sick leave of pay at the rate of one (1) day for each full month of employment exclusive of leaves of absence.
- (c) In no case shall an employee's accumulated sick leave credits exceed one hundred eighty (180) days.
- (d) Sick leave shall be granted when it is established to the Human Resources Director's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.
- (e) An employee may use paid sick leave when there is a medical emergency in the employee's immediate family (spouse, child or parent). The Human Resources Director must approve such usage.
- (f) Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive working days or less; however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the Employers for each absence regardless of duration if the Employers have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- (g) Before an employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the Employers that he is fit to again perform his duties.
- (h) 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 11.4. 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 statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employers the difference between the amount received for such training and the employee's regular salary or wage.
- (c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

Section 11.5. Funeral Leave. Upon approval of the Chief Circuit Court Judge, consecutive days of leave shall be granted an employee to attend the funeral and attend to personal family matters relating to the death of a member of the employee's immediate family according to the following schedule:

Spouse, children, father, mother, sister, brother, minor step child	Five (5) consecutive days
Father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-parent, step-child	Three (3) consecutive days
Aunts and uncles, step-brother, step-sister	One (1) consecutive day

Leaves granted under this Section shall include the date of the funeral. An employee excused from work under this Section shall be paid the amount of wages he would have earned by working the scheduled days work for which he is excused. If the funeral occurs more than three hundred (300) miles from Grand Rapids the employee may be allowed two (2) additional days' leave deducted from the employee's vacation or sick leave accrual.

Section 11.6. Family and Medical Leave. An employee on a Family and Medical Leave will be required to utilize his paid leave time, vacation and holiday time. The employee may request to retain one-half of his accrued vacation time. Such request must be made in writing when he is placed on a Family and Medical Leave.

## VACATIONS

Section 12.1. Vacation Accrual.

(a) All employees covered by this Agreement shall earn vacation according to the following schedule:

<u>SENIORITY</u>	<u>VACATION HOURS PER HOUR WORKED</u>	<u>2080 HOURS EQUAL</u>
6 mos. to less than 6 years	.038462 vacation hours	80 Hours
6 years to less than 10 years	.057692 vacation hours	120 Hours
10 years	.061538 vacation hours	128 Hours
11 years	.065384 vacation hours	136 Hours
12 years	.069231 vacation hours	144 Hours
13 years	.073077 vacation hours	152 Hours
14 years	.076923 vacation hours	160 Hours
15 years	.080769 vacation hours	168 Hours
16 years	.084615 vacation hours	176 Hours
17 years	.088461 vacation hours	184 Hours
18 years	.092307 vacation hours	192 Hours
19+ years	.096154 vacation hours	200 Hours

For purposes of this Section straight time hours worked shall include paid but un-worked holidays, vacations, paid sick leave, and personal days, and County paid leaves of absence.

(b) Upon completion of his/her probationary period an employee will be credited with forty (40) hours of vacation. Thereafter, the employee will earn and accrue vacation time according to the vacation schedule set forth above.

Section 12.2. 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 12.3. Vacation Accumulation. Employees may not accumulate over three hundred (300) hours of vacation credits.

Section 12.4. 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.

Section 12.5. Vacation Buyback. If an employee is earning 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 in the calendar year, the employee may request that he/she receive up to forty (40) hours pay in the last pay period of the year in lieu of vacation time. The request should be submitted to the employee's department director for approval. Forms are available in the Human Resources Department.

## HOLIDAYS

### Section 13.1. Holidays.

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

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	December 24
Labor Day	Christmas Day

Section 13.2. Holiday Work. Employees who are required to work on any holiday recognized in Section 13.1 (a) shall receive a personal day in lieu of the holiday.

Section 13.3. Personal Day. Two (2) personal days will be credited to each employee on the payroll at the start of the calendar year. Such personal days must be used within the calendar year in which they are granted.

## INSURANCE

Section 14.1. 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.

- (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. 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) 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.

Section 14.2. Payment in Lieu of Hospitalization Insurance. Notwithstanding the provisions of Section 14.1, effective with the execution of this Agreement, an employee may voluntarily elect to waive in writing all health insurance coverage outlined in Section 14.1 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 must 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 to selection) may return to provide 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.
- (g) Payment in lieu of hospitalization insurance shall not be paid to an employee whose spouse is covered by a County plan.

Section 14.3. 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 fifth 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. Class I benefits (two cleanings and one set of x-rays annually per participant) will be reimbursed at 100% of reasonable and customary charges subject to the annual maximum. Effective 2009 the annual maximum will be increased to \$2,200 and effective 2011 the annual maximum will be increased to \$2,300. The benefits shall include an Orthodontic rider. 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 this coverage.
- (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 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, 1993's bills must be filed by June 30, 1994. 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 14.4. 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 14.5. Supplemental Term Life Insurance. Effective the first full month following ratification full-time employees may purchase an additional amount of Supplemental Term Life Insurance in five thousand dollar (\$5000) increments up to a maximum of one hundred fifty thousand dollars (\$150,000) through payroll deduction. The amount of payroll deduction for Supplemental Term Life coverage equals the actual cost of the County. The purchase of supplemental life insurance shall be subject to the carrier's rules.

Section 14.6. Section 125 Plan. Full-time employees shall be eligible to participate in the Employer's Section 125 Plan.

Section 14.7. Optical Insurance. Full-time Employees covered by this Agreement shall be provided with optical insurance under the County's Optical Insurance Plan. Effective January 1, 2002, the plan will be amended to provide for new glasses/ contacts each year if there has been a prescription change.

Section 14.8. 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 14.9. 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 or after ratification of this Agreement.

- (a) Employees who retire on or after ratification of this Agreement, who have a minimum of twenty-five (25) years of service or employees who receive a duty disability retirement on or after the date of ratification of this Agreement, shall receive, at the Employer's expense, the lowest single subscriber health insurance currently available to bargaining unit members up to a maximum of three hundred dollars (\$300) 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 three hundred dollars (\$300) 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 on or after ratification of this Agreement 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) 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.
- (d) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and ending on the death of the employee.
- (e) No payments shall be made by the Employer if:
  - (i) the employee receives a deferred pension;

- (ii) the employee, after retirement, is employed by another employer who provides a health care program or insurance for its employees;
  - (iii) the retiree is covered by a health care program or insurance under his spouse's employment;
  - (iv) the balance of the required premiums required by the carrier in excess of those paid by the employer, are not paid by the employee.
- (f) Employer contributions toward health care premiums for retirees is conditioned upon the retiree participating in the same health care program that is provided to members of the bargaining unit from which they retired and such benefits are subject to negotiations between the parties and the provisions of Section 13.1.

## **RETIREMENT**

Section 15.1. 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. Vesting shall be after five (5) years. An employee's pension contribution shall be one-half (1/2) of the normal cost plus the unfunded actuarial liability not to exceed a contribution rate of 6.5%. The annual actuarial valuation shall be based on the actuarial assumptions and amortization periods established by the Board of Trustees of the Kent County Employees' Retirement Plan and the Kent County Board of Commissioners in their sole discretion.

Section 15.2. 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 15.3. Retirement Bonus. Full-time employees who retire under the Kent County Retirement Plan on or after ratification of this Agreement (other than a deferred retirement) who as of the date of retirement has unused sick leave shall receive pension service credit for all unused sick leave time up to a maximum of 1440 hours.

## **MISCELLANEOUS**

Section 16.1. Mileage. Reimbursable mileage shall be at the published IRS rate.

Section 16.2. 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 (26) 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 16.3. Dues. The Employer agrees to provide payment or reimbursement of employee dues for membership in the Michigan Association of Professional Court Reporters' Association or the Michigan Electronic Reporters' Association, and the National Court Reporters' Association for those employees holding a certification of 'Registered Merit Reporter' or above.

Section 16.4. CRR Pay. Employees required to perform real-time reporting services because of an ADA accommodation are to receive, in addition to their salary, fifteen dollars (\$15.00) per hour for all courtroom time performing real-time reporting..

Section 16.5. 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 16.6. Captions. The captions used in this Agreement neither add to nor subtract from meaning, but are for reference purposes only.



Section 16.7. 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.

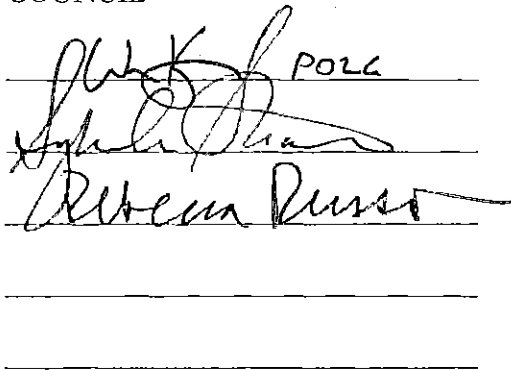
Section 16.8. Separability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final 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 16.9. 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 proceeding.

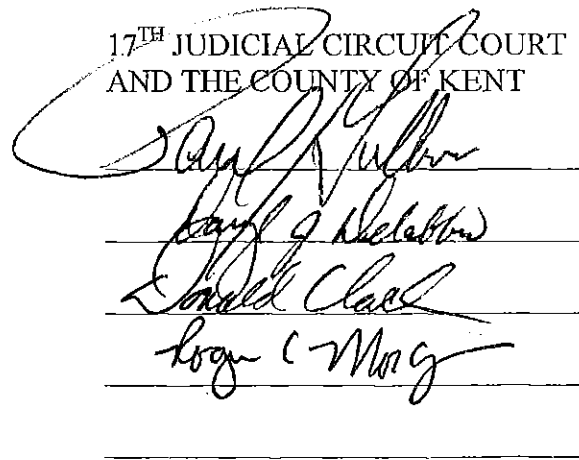
### DURATION

Section 17.1. Termination. This Agreement shall remain in full force and effect until midnight December 31, 2011 and thereafter for successive period of one (1) year unless either party shall on or before the sixtieth (60<sup>th</sup>) day prior to the expiration serve written notice on the other party of a desire to terminate, modify, amend, or re-negotiate this Agreement.

POLICE OFFICERS LABOR  
COUNCIL

  
\_\_\_\_\_

17<sup>TH</sup> JUDICIAL CIRCUIT COURT  
AND THE COUNTY OF KENT

  
\_\_\_\_\_

APPENDIX A

The following wage scales shall be effective on the listed effective date.

January 1, 2009							
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Court Reporter	\$49,881	\$51,690	\$53,567	\$55,506	\$57,520	\$59,608	\$61,769
July 1, 2009							
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Court Reporter	\$50,380	\$52,207	\$54,103	\$56,061	\$58,095	\$60,204	\$62,387
January 1, 2010							
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Court Reporter	\$51,514	\$53,382	\$55,320	\$57,322	\$59,402	\$61,559	\$63,791
January 1, 2011							
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
Court Reporter	\$52,802	\$54,717	\$56,703	\$58,755	\$60,887	\$63,098	\$65,386

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