

AGREEMENT

BETWEEN

MONTCALM COUNTY 64B DISTRICT COURT

AND

**MONTCALM COUNTY 64B DISTRICT COURT EMPLOYEES
CHAPTER OF LOCAL NO. 3067.02**
affiliated with
MICHIGAN COUNCIL No. 25
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2027

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AGREEMENT

An Agreement, effective January 1, 2024, by and between 64B JUDICIAL DISTRICT COURT, hereinafter referred to as the “Employer” and the District Court Employees of Chapter of Local No. 3067, affiliated with Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of each employment for each Court in one document but preserving a separate identity for each Employer and each collective bargaining unit. It is recognized by both parties that the best interests of the Employer are paramount concern and that any labor, disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

The parties recognize that the interest of the community and job security and uniform conditions of employment of the members of the bargaining unit depend on the County’s success in establishing a proper service to the community.

Article 1 RECOGNITION

1.1 Collective Bargaining Unit. Pursuant to and in accordance with all applicable 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 in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All regularly scheduled employees employed by Montcalm County 64B District Court, BUT EXCLUDING supervisors, confidential employees, temporary employees, seasonal employees and all other employees.

1.2 Extra Contract Agreements. The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to employees covered by this Agreement, or any agreement or contract with said employees individually or collective, which is inconsistent with the specific terms of this Agreement.

1.3 Use of Temporaries/Seasonal. The Employer reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Employer to permanently displace bargaining unit employees with temporary and seasonal employees.

Article 2 MANAGEMENT RIGHTS

2.1 Reserved Rights. The Union and the bargaining unit recognize and agree that the Employer is charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Employer, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Court in all of its operations and activities. Among the rights of management, including only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgements as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the terms of this Agreement.

2.2 Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Union has received written notice thereof.

Article 3 **UNION MEMBERSHIP**

3.1 Union Membership.

A. Employees covered by this Agreement may initiate or continue membership in the Union at their own discretion. Neither the Union nor the Employer shall attempt to exert undue pressure to influence on such an election. Employees may also, at their own discretion, voluntarily elect to pay to the Union a representation fee equal to the dues amount without joining the Union.

B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by the Agreement may become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership at their discretion.

3.2 Dues Checkoff. The Employer agrees to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month for each of unit member who has completed a checkoff authorization form, which shall conform to the respective state and federal laws.

3.3 Authorization Form.

A. All check-off authorization forms shall be filed with the Personnel Officer who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no check-off shall be made until such deficiency is corrected.

B. The Employer shall check off only obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

C. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect, provided, that the Employer has sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.

D. The Union agrees to indemnify and save the Employer harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

E. Deductions for any calendar month shall be remitted to the address designated to the designated financial officer of Michigan Council No. 25 along with a list of names from whom deductions have been made following the deduction.

F. The Union shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues, provided that the Employer shall provide the Union with the names and addresses of all new hires, rehires, or persons transferred into the bargaining unit as soon as possible after their hire or transfer date.

3.4 Revocation of Dues or Representation Fees. Payroll deduction authorization may be terminated by the employee at any time by notifying both the Employer and the Union in writing, with evidence of receipt by each party.

Article 4
UNION REPRESENTATION

4.1 Representatives. There shall be one (1) steward and one (1) Chapter Chairperson for each collective bargaining unit chosen from among the employees in each respective unit in a manner determined by the Union. The duties of the employee representatives are to represent the employees in their respective units in accordance with the grievance procedure established herein.

Alternate representatives may be selected but they shall only serve in the absence of the official representative.

4.2 Notification. The Union shall advise the Employer in writing of the names of its representatives and alternates before they shall be recognized by the Employer.

4.3 Lost Time. An employee representative shall first receive permission from her immediate supervisor to leave her work station and shall report back promptly when her part in the grievance procedure has been completed. An employee representative will not lose time or pay for reasonable time spent during regular working hours investigating or presenting grievances.

4.4 Union Notices. The Employer agrees to permit the steward to post and maintain official Union notices in a place on the premises designated by the Employers. All notices shall be approved by the designated officer of the Union and designated Employer representative before posting.

4.5 Collective Bargaining Committee. Each unit may be represented in contract negotiations by a collective bargaining committee composed of two (2) employees from each bargaining unit. All bargaining shall commence at a mutually agreed upon time.

Article 5 SPECIAL CONFERENCES

5.1 Special Conference Request. Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

5.2 Excused Time. The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting.

5.3 Lost Time. Employee representatives of the Union at special conferences shall be paid by the Employer for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular work schedule.

Article 6 GRIEVANCE AND ARBITRATION PROCEDURE

6.1 Definition of Grievance. A grievance is any dispute between the parties or between the employees and the Employer, with respect to or concerning the interpretation or application of this Agreement or any rules and regulations in accordance with Section 2.2.

6.2 Grievance Procedure. All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative. Any grievance resolved to the satisfaction of the aggrieved employee and the Union shall be final and binding upon the Employer, employee(s) and the Union.

A. Verbal Procedure. If an employee has a complaint, he shall within five (5) days of the occurrence of the incident which gave rise to the complaint, discuss it with the

Employer representative with the object of resolving the matter informally. The employee may have a steward present.

B. Written Procedure

Step 1. Grievances shall be presented by the aggrieved employee or Union representative promptly, and in all cases no later than five (5) days after the grievance occurred, or five (5) days from the time the employee or Union Representative should reasonably have known he had grounds for a grievance.

The grievance shall first be presented to the Employer representative. The Employer representative shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant and his steward.

Within ten (10) days, a meeting shall be arranged by the Employer representative or his designee with the grievant and Union representative, to discuss and resolve, if possible, the grievance.

The Employer representative shall respond, in writing, within five (5) days of the meeting to the grievant and the Union steward.

Both parties reserve the right to have non-employee representatives participating in the meeting.

6.3 Arbitration Request. If the grievance is not satisfactorily resolved in Step 1, if utilized, Council No. 25 may request arbitration during the term of this Agreement by notifying the Employer within twenty (20) days after receipt of the Employer's answer in Step 1. If the Council does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

6.4 Selection of Arbitrator. Upon receipt of a timely request for arbitration, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties' alternating striking a name with the last remaining name serving as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

6.5 Arbitrator's Jurisdiction. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provision of this Agreement, or the written rules and regulations of the Employer, and his decisions shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date of the written grievance or the date of the incident, whichever is lesser. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no power to rule upon the exercise of the Employer's reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon back pay awards. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

6.6 Employee Attendance. If the Employer or the Union requests that the aggrieved employee or other necessary persons be present at any step or steps of the grievance and arbitration procedure to participate in discussion, they will be required to do so. After being used as a witness, the employee will be excused so that he may return to work. The employee will not lose time or pay from his regularly scheduled hours while in attendance.

6.7 Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but arbitration must be expressly requested. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

6.8 Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

6.9 Duration of Grievance Procedure. No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the Grievance Procedure or arbitration as provided herein unless the grievance is filed with the Employer during the term of this Agreement or any extensions thereof.

Article 7 **WORK STOPPAGES**

7.1 Strike Prohibition. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-down, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County as long as this contract is in force.

7.2 Penalty. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the Employer deems appropriate up to and including discharge.

7.3 No Lockout. The Employer agrees that there shall be no lockout of its employees.

Article 8 **SENIORITY**

8.1 Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer Court commencing from her last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

8.2 Probationary Period. All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employer at any time without recourse to this Agreement. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Employer, the Employer may do so for an additional period not to exceed six (6) months, by giving written notice and reasons therefore to the employee.

8.3 Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

8.4 Super Seniority. For purposes of layoff and recall only, the Chapter Chairperson shall head the seniority list during her term of office.

8.5 Loss of Seniority. An employee's seniority with the Court shall terminate for the following reasons:

- A. She resigns or quits.
- B. She is discharged or terminated (if not reversed or modified by the grievance procedure).
- C. She retires.
- D. She has been on layoff or a non-paid leave of absence for a period of time equal to her seniority at the time of layoff or leave of absence or two years, whichever is lesser.
- E. She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer unless otherwise excused.
- F. She is declared mentally incompetent by a probate court of competent jurisdiction.
- G. If she makes any intentionally false statements on her employment application, on an application for leave of absence, or on any other official document.
- H. If she is convicted of a felony or, while on duty, is convicted of driving under the influence of alcohol, impaired driving, or reckless driving.

Article 9 **LAYOFF AND RECALL**

9.1 Layoff. All reductions in each Employer's work force shall be accomplished in the following manner:

A. No permanent or probationary employees shall be laid off from his position while any temporary or irregular employees are serving in the same position in the unit.

B. The first employee to be laid off shall be the employee with the least seniority in the classification affected, provided, however, that the remaining seniority employees have the experience, necessary training and ability to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.

C. Upon being laid off from her classification, an employee who so requests shall in lieu of layoff replace the least senior employee in an equal or lower paying classification in the unit, provided however, that she has greater seniority than the employee whom she is to replace and for which she has the necessary training, experience and ability to perform the required work.

D. Employees who replace a less senior employee in lieu of layoff shall initially be paid the same salary step in the range for the lower position to which she has been reduced.

E. The Union acknowledges that because many positions are funded with State and Federal money, if such programs are curtailed or eliminated, the employee occupying these positions may be terminated from the unit notwithstanding the Layoff and Recall Procedure.

F. If a laid off employee is rehired into a vacant or newly created position in any department within this bargaining unit, they shall, upon completing probation, be entitled to full county seniority in the new position for benefits, including layoff and recall.

9.2 Recall Within Classification. Employees who are laid off or who replace a less senior employee in lieu of layoff, shall be recalled to their former classification in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

9.3 Notice of Recall. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstance, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority list.

Article 10 **JOB POSTING AND BIDDING PROCEDURES**

10.1 Vacancies

A. All newly-created positions and vacancies that are going to be filled within the bargaining unit shall be posted for a period of five (5) working days in a conspicuous place on the bulletin board. The posting shall set forth the requirements for the position. Employees wishing to bid on such job shall apply in writing within the five (5) working day posting period. Where qualifications are equal, the position shall be awarded to the most senior qualified

employee. In considering the employee's qualifications to perform the required work, the Employer shall consider the employee's work record, training, experience and ability. Temporary vacancies resulting from vacation or leaves of absence shall not be posted.

B. An employee who is awarded the position shall receive the rate of pay for the awarded position.

C. If an employee determines that the new position is unsatisfactory, the employee may revert to his former classification provided notice is given to the Employer within the first four (4) weeks after being awarded the new position and provided, further, that an employee shall be prohibited from bidding on another position for six (6) months after he has reverted back to his former position.

Article 11 TRANSFERS

11.1 Temporary Transfers. When additional manpower is needed on a temporary basis to assist another in a work area, the Employer reserves the right to make transfers from where manpower is available. If the necessary volunteers are not obtained, then transfers shall be made on the basis of inverse seniority from among the qualified available employees. If a temporary transfer cannot meet the Court needs, then the Employer reserves the right to utilize temporary employees. The employee shall not suffer a reduction in wages or hours as a result of such transfer. Any transfer to a higher paid classification for a period longer than ninety (90) days shall entitle the employee to wages at the wage rate of that classification that is the next step above his current rate range until the employee is returned to his original position.

11.2 Humanitarian Transfer. Upon mutual agreement of the Employer and the Union, an employee may be reassigned or reclassified disregarding seniority, due to an employee's disability, or condition of health.

11.3 Non-Bargaining Unit Transfers. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, she shall have accumulated seniority while working in the position to which she transferred. The Employer reserves the right to establish all terms and conditions of employment for all non-bargaining unit employees.

Article 12 DISCIPLINE

12.1 Notice of Discipline. The Employer shall not discharge, suspend, or discipline an employee without just cause. Discharge or suspension shall be accompanied by proper written notice to the employee giving specific reason for the discharge or suspension. The notice shall be presented to the employee within five (5) working days of when the Employer became aware of the occurrence that gave rise to the discharge or suspension. The Employer may impose discharge or suspension prior to issuance of the written notice, provided that the notice is issued within the time limits provided.

12.2 Steward Representation. The discharged, suspended or disciplined employee will be allowed to discuss her discharge, suspension or discipline with her steward; and the Employer

will make available an area where she may do so before she is required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge, suspension or discipline with the employee and the steward.

12.3 Use of Past Record. In imposing any discharge, suspension or discipline on a current charge, the Employer will not take into account any prior minor infractions which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction free record during such time.

Article 13 HOURS OF WORK

13.1 Work Day and Work Week. The normal work day for regular full-time employees shall be eight (8) hours, excluding a sixty (60) minute non-paid lunch period. The normal work week for regular full-time employees shall be five (5) work days, Monday through Friday, and shall normally be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times shall remain as was in effect at the effective date of this Agreement unless otherwise change by mutual agreement.

13.2 Rest Periods. All employees working an eight (8) hour shift shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning half of the shift and a fifteen (15) minute rest period approximately in the middle of the afternoon half of the shift.

13.3 Notice of Absence. Employees not reporting for work shall notify their supervisor one-half (1/2) hour after their starting time and shall advise her as to the reason for their inability to work.

13.4 Overtime. All employees shall be required to work reasonable amounts of overtime upon request, and all overtime must be authorized in advance by the Employer. All hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be compensated at one and one-half (1 1/2) the approval of the Employer. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be consider as hours worked. Paid sick leave shall not be counted as hours worked.

13.5 Voluntary Time Off. Upon mutual agreement between the Employer and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

Article 14 WAGES

14.1 Rates and Classifications.

A. Classifications of work and hours rates of pay for each are set forth in Appendix A, which is incorporated herein.

B. The rate of pay of a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that step above his present rate, whichever is higher. The Employer may credit experience up to one (1) year rate in each classification when hiring new employees.

C. Wages - 3% Wage Increase for 2024-2027.

14.2 New Classifications. When a new classification is established within the bargaining unit by the Employer, the Employer shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Employer agrees to negotiate the rate of pay for the new classification.

14.3 Time Sheets.

A. If a change, alteration or notation should be made on the time sheets, employees shall check with the Judge or his designated representative.

B. The Judge or his designated representative must be notified when the employee leaves the work area for any reason.

14.4 Reclassification. Employees shall utilize Section 5.1 Special Conference Request to address issues regarding reclassification. Meeting requests for resolving reclassifications issues shall be in the following order:

A. Meeting with the Judge and Employee.

B. Meeting with the Judge, Employee and Union Representative.

Article 15
LEAVES OF ABSENCE

15.1 Sick Leave With Pay. Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

A. SICK LEAVE ACCUMULATION AND PAYMENT

It is agreed that employees may be granted sick leave of absence under the following conditions and qualifications:

(1) Each full-time employee will accumulate sick leave pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.

(2) Maximum accumulation of sick leave is 720 hours.

(3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.

(4) An employee may convert fifty percent (50%) of her/his accumulated unused sick leave upon death or retirement under the employee's pension plan. An employee who voluntary resigns with 10+ (ten plus) years, seniority will receive a payout at 25% (twenty-five percent) of accumulated, unused sick leave. Such payouts may go to the RHSA at the employee's option (or beneficiary option, if allowed by RHSA regulations).

(5) An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

(6) Part-time employees will be provided sixteen (16) hours of sick time per year on their anniversary after completing one (1) year of service. Part time employees can accrue up to a maximum of 160 hours. If additional sick leave is needed the employee will be allowed to use vacation time to cover sick leave upon approval of the Department Head. However, if an Employee has been reduced from full time employment to part-time employment and has accrued sick time that employee will be allowed to use banked sick time until depleted, in accordance with subsections (b)(c) and (d) below.

B. SICK LEAVE USE

Upon approval by the Judge or his designated representative, sick leave shall be granted:

(1) When it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of his duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

(2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments. The employee shall be required to return to work following the appointment.

(3) The employee may use sick leave for illness or doctor's appointment of his or her spouse, natural or adopted minor children, minor step-children, or minor wards when the employee's presence is required. Nothing in this provision is meant to abridge the employee's right under the Family Medical Leave Act.

C. MEDICAL CERTIFICATION

The Employer may request as a condition of any sick leave, medical certificate setting forth the reasons for the sick leave, if there is a reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate for falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

D. RETURN FOLLOWING SICK LEAVE

Before an employee is absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work

for with the determination of the treating physician; the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution, binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and third by the first two (2) physicians so named. The report shall be in writing to the Employer and the Union. The cost of this report shall be shared equally by the County and the Union.

E. WORK-CONNECTED DISABILITY

An employee disabled as a result of a work-related injury with the Employer may utilize accumulated sick leave which, when added to his Worker's Compensation, shall not exceed his normal take-home pay. Such supplement shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

15.2 Funeral Leave With Pay. In case of death in an employee's immediate family, the employee shall be given up to three (3) working days leave with pay if work is lost commencing the day following the death. If the funeral is located more than 450 miles away, upon request the employee will be granted one additional day leave without pay for travel each way provided the employee attends the funeral. Immediate family is defined as: spouse, child, father, mother, sister and brother, grandparent, grandchild, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, stepchild, step-grandchildren, stepmother, stepfather, stepbrother, and stepsister and grandmother/grandfather of spouse.

15.3 Military Leave. An employee who enters active service of the Armed Forces of the United State, National Guard or Reserves, shall receive a leave of absence without pay for the period of such duty. Reinstatement shall be in accordance with the applicable State and Federal Statutes. The employee shall inform the Employer in writing as soon as the employee is notified of acceptance in the military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

15.4 Disability Leave.

A. An employee who becomes medically disabled, including as the results of pregnancy, shall be allowed a leave of absence for a period not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Employer and the employee. Requests for all leaves of absence must be accompanied by a physician's statement, which states the cause of disability and the expected duration of such disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence.

B. An employee may utilize her accumulated sick leave during such disability leave. Upon the expenditure of accumulated sick leave, such leave shall become a nonpaid leave of absence.

15.5 Personal Leave With Pay. Three (3) personal leave days with pay shall be granted annually to each full-time employee on the employee's anniversary date. There shall be no carry over of unused personal days from one year to another. The employee shall obtain the approval from her supervisor prior to being absent.

15.6 Leave Without Pay.

A. Upon approval by the Employer for good cause demonstrated, an employee may be granted a leave of absence without pay for up to six (6) months. Child care leave following disability leave due to pregnancy shall be a leave of absence without pay.

B. All non-paid leave of absence in excess of thirty (30) days shall be without receipt or accumulation of any fringe benefits provided herein no shall seniority continue to accumulate beyond that time. Upon the advance payment of the required insurance premiums, an employee may continue insurance coverage provided herein.

C. All leaves of absence without pay shall be approved by the Employer. An employee shall not take a leave of absence for the purpose of obtaining other employment and an employee who takes other employment shall be considered as a voluntary termination unless otherwise agreed to by the Employer in writing.

15.7 Return From Leave of Absence. An employee returning from a leave of absence of thirty (30) days or less, shall be returned to her former classification and department. The Employer cannot guarantee a return to the employee's former classification and department on leaves of absence in excess of thirty (30) days.

15.8 Jury Duty and Witness Leave.

A. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay, but will be paid the difference between court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the day for which payment is claimed.

B. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (1) the employee's regular straight time hourly rate, exclusive of shift, and other premiums for the number of hours that she otherwise would have been scheduled to work, and (2) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the day for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. Any employee who is to serve on jury duty will report prior to the day of jury duty and will return to work at the completion of jury duty if his shift has not ended.

15.9 Seniority Accumulation During Leaves of Absence. Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided

that the employee receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

15.10 Family and Medical Leave Act (FMLA). The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under FMLA.

Article 16 VACATIONS

16.1 Vacation Benefits. Full time employees shall earn vacation pay and leave in accordance with the following schedule:

A. An employee earns ten (10) working days' leave and eighty (80) hours' pay upon completing one (1) year of employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours' pay after completing six (6) months of employment.

B. An employee earns fifteen (15) working days' leave and one hundred twenty (120) hours' pay upon completing five (5) years of continuous employment.

C. An employee earns twenty (20) working days' leave and one hundred sixty (160) hours' pay upon completing ten (10) years of continuous employment.

D. An employee earns twenty five (25) working days' leave and two hundred (200) hours' pay upon completing twenty (20) years of continuous employment. Any employee past the twenty (20) years of continuous employment is automatically granted twenty five (25) working days' leave and two hundred (200) hours' pay upon ratification of this Agreement.

Part-time employees' vacation accruals will be prorated based on hours worked.

16.2 Vacation Eligibility. Vacation eligibility shall be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay shall be determined when the employee takes her vacation leave and shall be at the employee's straight-time rate exclusive of all premiums. An employee on an Employer-paid leave of absence shall be considered working time for purposes of vacation benefits. Absence of work without pay in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

16.3 Vacation Leave. Vacations shall be scheduled in advance with the Employer's approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same.

Employees will be permitted to carryover up to five (5) working days leave each year to be used within the following year.

Article 17 HOLIDAYS

17.1 Holiday Pay. All employees occupying a job classification covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
July 4th	
Labor Day	
New Year Eve Day	

When a recognized holiday falls on a Saturday, it shall be recognized on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be recognized on the following Monday.

17.2 Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

A. An employee must work his hours on the Court's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Judge.

B. The employee must not be on layoff which begun more than ten (10) calendar days prior to the holiday.

C. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

D. An employee, who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

E. The employee must not be on non-paid leave of absence.

17.3 Holiday Work. Employees who work on a holiday recognized by this Agreement will receive their regular rate for all hours actually worked in addition to their holiday pay.

Article 18 INSURANCE

18.1 Life Insurance. During the term of this Agreement, the County will provide a term life insurance policy for each full-time employee in the amount of ten thousand dollars (\$10,000). Part-time employees will be allowed to purchase an equal amount of life insurance through the County at cost.

18.2 Health Insurance. After 9/30/18, the Health Care Advisement Committee will determine the Health Insurance plan. The employees shall pay 10% of the applicable premium rate, which by statute includes an employer contribution to the deductible, as well as any taxes and fees allocated to the policy. The employer reserves the right to increase the employee contribution if the County's contribution exceeds the hard cap under 2011 Public Act 152. In that event, the employees will be responsible for any amount above the County's hard cap amount, but not to exceed twenty percent (20%). The County will provide thirty (30) days' notice of such a change. The payment shall be made by payroll deduction on a pre-tax basis.

A. In case a full-time employee is covered under a group health insurance plan from a source other than the County and elects not to participate in the County's group health insurance plan, the County will pay a single person \$100.00 (One hundred dollars) per month and a married person \$200.00 (Two hundred dollars) per month. Single individuals qualifying for coverage greater than single and electing not to participate in the group health insurance plan will be paid \$200.00 (Two hundred dollars) per month. To be eligible for this benefit, the employee must prove that they are covered by a group health insurance plan from another source. Payments will be split over the first two pay periods of the month and will commence upon receiving proof of the other insurance.

B. National Health Insurance Program. If a national health insurance program is implemented, the Employers reserve the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.

C. Part-time Employees. Part-time employees will be allowed to participate in the County's Health insurance up to an amount equivalent to that which is provided to full-time employees, subject to the same limitations expressed in Section 19.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.

D. Flexible Spending Account/Cafeteria Plan. The employer will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees will be given the following options under the plan so long as they are permitted by federal law:

(1) Employees can make voluntary contributions to the plan for dental/vision reimbursement up to the statutory limits.

(2) Employees can make voluntary contributions to the plan for dependent care expenses up to the statutory limits.

E. Vision Insurance. Those employees electing the Simply Blue HSA health insurance will also receive the Eye Med 12/24/24 vision insurance plan. Those employees electing the group health insurance plan alternative buyout option will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium paid by the county. The premium will be deducted from the employee's paycheck on the second payroll of each month, pursuant to a payroll deduction authorization.

F. HealthCare Advisement Committee. The Employer and AFSCME acknowledge the benefits of working together toward solutions concerning health care. As part of that effort, the Employer and AFSCME will work together to support and promote the health and

wellbeing of Montcalm County employees and their families through effective, accessible, quality driven health care to ensure a productive workforce.

Based on the foregoing, the County shall create a Health Care Advisement Committee. AFSCME shall appoint one (1) local representative to the Committee and a Representative from AFSCME Council 25. In the event that more than one labor organization participates on the Committee, each labor organization shall appoint up to one (1) local representative on the Committee. The Committee shall meet, discuss and negotiate, as necessary or appropriate, concerning all aspects of the health care plan, which include medical, dental and vision coverage, for the purpose of identifying and implementing necessary and beneficial changes during the term of the Agreement.

The AFSCME representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing. The Committee shall meet at mutually agreed upon times but no less than twice a year. Minutes of each meeting shall be taken and disseminated among the committee members.

The Committee will be guided by the following key principles:

(1) Maximizing the quality and competitiveness of health benefits for the employees at an affordable price is shared responsibility of the Employer and its employees.

(2) All health benefits and programs will be administered according to industry best practices.

(3) Decisions about changes in health benefits and programs must consider the short-term and long-term impact on the quality and availability of employee health care benefits.

(4) The Committee will take a “wide-open” approach to ways to ensure the quality and competitiveness of the health care benefits offer efficiency and cost effectively.

(5) The Committee will be innovative in its thinking and comprehensive in the scope of its considerations.

(6) After reviewing all options, the Committee will make a determination on an insurance package that fits the financial constraints set forth by the Board of Commissioners.

(7) The Board of Commissioners shall accept the insurance package chosen by the Committee.

18.3 Medical Examinations. As a condition of continued receipt of benefits, the County, at its expense, may require the employee to submit to a medical examination in order to verify the employee’s ability to return to full-time work. The County, upon request, will provide testing and the hepatitis vaccination series to the employees of this bargaining unit. If this is not a covered benefit of the employee’s health insurance plan, the County shall fund this cost.

18.4 Other Insurance. Should the County be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the County under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the County not be obligated to provide double coverage and to escape such double payment. The County shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided, the governmentally-sponsored programs has benefits equal the insurance program in this Agreement.

18.5 Discontinued Insurance Coverage. All insurance benefits other than health insurance benefits as described in Section 18.2 (a) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his/her employment with the Court.

18.6 Disability Insurance. During the term of this Agreement, the County will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family, Social Security, any State or Federal Government disability or retirement plan, any salary paid by the County, the retirement plan with the County, and any other group disability income plan. Benefits shall not exceed a maximum of two hundred dollars (\$200.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

Article 19 RETIREMENT

19.1 Pension Plan.

A. The Employers agree to provide retirement benefits in accordance with the County of Montcalm Defined Benefit Pension Plan in effect on the effective date of this Agreement. All full-time regular employees with an employment date prior to January 1, 2004 shall participate in such plan. Employees will be required to make a contribution to the plan of 3.5% of gross wages, including any health insurance buy-out payments. Employee pension contributions will be done on a "pick-up" basis making employee contributions pre-tax for Federal and State Income Tax. Social Security and Medicare taxes are still paid after tax. Such continued contributions shall be withheld from the employees' pay.

B. Employees who retire under the Employer-provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Controller's Office. Retirees must keep continuous coverage to be eligible to participate. The County will establish an RI-ISA Plan to which employees may contribute for retirement health care costs.

C. The pension multiplier will be 2.0% for all years of service as defined by the County of Montcalm Pension Plan.

D. Employees hired after January 1, 2004 will be required to participate in the defined contribution retirement plan offered through the Municipal Employees Retirement System of Michigan (MERS). Contribution requirements are as follows:

- (1) Employer - 5% of Gross Wages, including health insurance buyout payments
- (2) Employee - 3.5% of Gross Wages, including health insurance buyout payments.

Article 20 **LONGEVITY**

20.1 Longevity Benefits. Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule:

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>ANNUAL LONGEVITY</u>
5-9 Years	\$200.00
10-14 Years	\$300.00
15-19 Years	\$400.00
20 Years or more	\$500.00

20.2 Longevity Payments. Payments in the specified amounts shall be made within two (2) weeks following their anniversary date of hire in accordance with the schedule in Section 20.1. Longevity payments shall be paid in a check separate from bi-weekly payroll.

20.3 Longevity Eligibility. Only those employees as described in Section 20.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning January 1, 1992, those employees employed with the County as of December 31, 1986, will receive longevity pay within two (2) weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 20.1.

Article 21 **MISCELLANEOUS**

21.1 Savings Clause. Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

21.2 Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

21.3 Snow Days. Employees shall not suffer loss of time or pay if County offices are closed due to inclement weather conditions, or a state of emergency is declared by State or Federal authorities due to adverse weather conditions in the area of the employee's residence.

21.4 Change in Personal Status. Insofar as possible, employees shall notify the Judge of any change of name, address, marital status or number of dependents promptly within seven (7) days after such change has been made.

21.5 Termination of Employment. Employees shall have the responsibility of turning in all equipment and property at termination of employment.

21.6 Safety. Under no circumstances will an employee be required or assigned to engage in activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulations relating to safety of person or equipment. An employee who performs two (2) hours of continuous work on a VDT (Video Display Terminal) shall be allowed to perform other job task not related to VDT use for a period of twenty (20) minutes twice daily.

21.7 Supplemental Employment. An employee may engage in supplemental employment, provided however, that it does not result in a conflict of interest situation and provided further that such supplemental employment does not interfere or conflict with the employees regular duties, including overtime and emergency call-out times.

21.8 Appendices. Appendices A and B attached hereto are incorporated herein and made a part of this Agreement. Wage rates shall become effective the first pay period on or after the date indicated in the appendices.

21.9 Mileage Reimbursement. Employees who use their personal vehicle in the performance of authorized County business will be reimbursed for their mileage by an amount equal to that received by the Montcalm County Commissioners. Travel costs of going to and from work for normally scheduled work shall not be reimbursed. Reimbursement shall be requested on a County expense voucher within ten (10) days of the performance of the authorized County business giving rise to the right of reimbursement.

21.10 Break Room. The Employer agrees to provide a break room for employees.

21.11 Computer Loan Program. Should the County implement a program to loan funds to employees for computer purchases, unit members shall be allowed to participate.

21.12 Immunizations. The County will provide annually, to the extent available, subsidized flu shots at a County facility effective with Fall 2006. The County will subsidize up to \$30 of the cost per employee. Maintenance employees working in the jail will be offered Hepatitis A and B inoculations at County expense. Notice of known exposure to communicable diseases will be given to at-risk employees in accordance with any legal restrictions.

21.13 Waiver.

A. It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

21.14 A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or the Union's compliance efforts, including reasonable accommodation, with the Federal American Disabilities Act.

21.15 Emergency Financial Manager. An emergency manager appointed under the local government and school district fiscal accountability act, may reject, modify, or terminate this collective bargaining agreement.

Article 22 **DURATION AND TERMINATION**

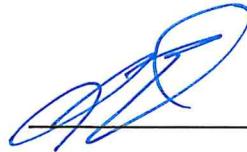
22.1 Termination. This Agreement shall remain in force until December 31, 2027, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

In Witness Whereof, the parties hereto have set their hand and seals this 29 day of
February, 2024.

MONTCALM COUNTY 64B DISTRICT
COURT EMPLOYEES CHAPTER OF
Local No. 3067.02 affiliated with
AFSCME Counsel 25, AFL-CIO

Amy Smiiles

MONTCALM COUNTY
DISTRICT COURT



64B District Court Judge

In Witness Whereof, the parties hereto have set their hand and seals this 29 day of
February, 2024.

MONTCALM COUNTY 64B DISTRICT
COURT EMPLOYEES CHAPTER OF
Local No. 3067.02 affiliated with
AFSCME Counsel 25, AFL-CIO

Amy Smiller
Dee C. Oenland

MONTCALM COUNTY
DISTRICT COURT


64B District Court Judge

Appendix A
Wages and Classifications
District Court

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<u>2024</u>						
Deputy Clerk	17.02	18.06	19.02	20.06	21.06	21.69
Chief Deputy Clerk	19.27	20.32	21.40	23.18	24.60	25.34
Probation Officer	22.98	23.90	24.85	25.85	26.88	27.69
<u>2025</u>						
Deputy Clerk	17.53	18.60	19.59	20.66	21.69	22.34
Chief Deputy Clerk	19.85	20.93	22.04	23.88	25.34	26.10
Probation Officer	23.67	24.62	25.60	26.63	27.69	28.52
<u>2026</u>						
Deputy Clerk	18.06	19.16	20.18	21.28	22.34	23.01
Chief Deputy Clerk	20.45	21.56	22.70	24.60	26.10	26.88
Probation Officer	24.38	25.36	26.37	27.43	28.52	29.38
<u>2027</u>						
Deputy Clerk	18.60	19.73	20.79	21.92	23.01	23.70
Chief Deputy Clerk	21.06	22.21	23.38	25.34	26.88	27.69
Probation Officer	25.11	26.12	27.16	28.25	29.38	30.26