

# AGREEMENT

between

THE COUNTY OF KENT  
17<sup>TH</sup> JUDICIAL CIRCUIT COURT  
PROBATE COURT  
63<sup>RD</sup> DISTRICT COURT

and

TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF  
MICHIGAN

Effective: January 1, 2019 through December 31, 2023

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## **AGREEMENT**

THIS AGREEMENT, made and entered this 20th Day of December, 2018, to become effective January 1, 2019, at Kent County, Michigan by and between the COUNTY OF KENT, the 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, the PROBATE COURT FOR THE COUNTY OF KENT, the 63<sup>RD</sup> DISTRICT COURT FOR THE COUNTY OF KENT, together hereinafter called the “County” or “Employer” and the TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN (“TPOAM”) together hereinafter called the “Union”.

### **PREAMBLE**

The County and the Union recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

Subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

Effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the County and the Union.

The parties agree to the following:

### **RECOGNITION**

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the County in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees employed by and under the direction of the Probate Court for the County of Kent, the 63rd District Court, and the 17th Judicial Circuit Court, including its Family Division and Hall of Justice Clerks. Excluding: All judges, Management Pay Plan employees, all employees who are part of a collective bargaining unit who are represented by another collective bargaining agent and all temporary and irregular employees.

Section 1.2. Definitions. The terms “employee” and “employees” when used in this Agreement shall refer to and include only those full-time employees and regular part-time employees who are employed by the County in the collective bargaining unit described herein. For purposes of this Agreement, the following definitions shall be applicable:

- a) Full-Time Employee: A full-time employee is an employee who is working the official workweek on a regular schedule in a position classified by the County.
- b) Regular Part-Time Employee: A regular part-time employee is an employee who is working on a regular schedule but who is working less than the full-time requirements of the position. In order to be eligible for benefits provided for regular part-time employees by this Agreement, other than accrual of sick leave and vacation, a regular part-time employee must be regularly scheduled to work forty (40) or more hours in a pay period.
- c) Irregular Employee: An irregular employee is an employee who is working on any other basis, including seasonal or temporary; or an individual working under contract and who is not included within the above definitions of full-time employee or regular part-time employee.
- d) Supervisor: A supervisory employee is any person with the authority to hire, transfer, layoff, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.

## **UNION DUES CHECKOFF**

### Section 2.1. Checkoff.

- a) Each employee, who is or becomes a member of the Union, or a service fee payer, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue until such time as the employee gives written notice to the County and Union revoking the authorization.
- b) The Union will protect, save harmless and indemnify the County from any and all claims, demands, suits and other forms of liability by reason of action taken by the County for the purpose of complying with this article of the agreement.
- c) Deductions shall be remitted to the TPOAM and be sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- d) The County shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the County fails to make a deduction for any employee as provided, it shall

make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

e) The County agrees to deduct the Union membership dues or service fees for the first and second Kent County pay period each month from the pay of the employees who have requested that such deductions be made.

## **RIGHTS OF COUNTY**

Section 3.1. Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the County has the right to determine the method, means and personnel, employees or otherwise (subcontracting subject to the provisions of Section 19.18), by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligations of the County to the taxpayers thereof. The County shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

## **UNION REPRESENTATION**

### Section 4.1. Review Committee.

- (a) The County and the Union agree to recognize a Review Committee composed of the Human Resources Director and/or her duly recognized representatives, up to 6 employee Union officials designated by the Union, and the Union's designated Business Agent.
- (b) The Review Committee shall have the following duties and responsibilities:
  - i. To meet on a scheduled bi-weekly basis or at such other times as are mutually agreed upon between the parties for the purpose of resolving grievances or to discuss other matters of mutual concern.
  - ii. The Committee or its representatives will be responsible for notification of appropriate Department Directors and/or Supervisors relative to the attendance of employee members of the Committee and any other employee upon whom the parties hereto mutually agree that his presence is necessary to their deliberations.

- iii. The Committee shall keep accurate summary minutes of its meetings. Both parties acknowledge that these minutes are not to be used as official transcripts or records of meetings and as such shall not be presented as evidence in any evidentiary proceeding.

Section 4.2. Bargaining Committee. The Employer hereby recognizes a Bargaining Committee whose duty and function is to meet with Employer representatives for the purpose of collective bargaining negotiations when negotiations open for renewal of this Agreement. The bargaining committee will be composed of ten (10) employees, to consist of the Union’s Negotiating Committee and/or other employees designated by the Union.

Section 4.3. Stewards. The Employer agrees to recognize the following stewards as indicated for each of the groups listed below. Each steward shall be a full-time employee with a minimum of one year of seniority. A steward shall act in a representative capacity for the purpose of processing and investigating grievances for the employees in his group and shall have no authority to act in such capacity outside of his designated area:

**STEWARDS**

<u>(a) Area of Responsibility</u>	<u>Number of Stewards</u>
Circuit Court, Court Services, Probate Court, County Clerk-Courthouse	2 stewards
Friend of the Court	1 steward
Circuit Court Family Division (Cedar Street)	1 steward
Juvenile Detention (1 steward 1 <sup>st</sup> shift and 1 steward 2 <sup>nd</sup> & 3 <sup>rd</sup> shift combined)	2 stewards
63 <sup>rd</sup> District Court	1 steward

- (b) During the term of this Agreement, if the Union can demonstrate the need for additional representation, the County agrees to negotiate additional stewards. During the term of this Agreement, if the County can demonstrate the need for a reduction in representation, the Union agrees to negotiate a reduction of stewards.

Section 4.4. Alternates. The Union shall select alternate committee members and stewards who shall function solely in the absence of their regular Union representative.

Section 4.5. Notice of Representatives. The Union agrees to furnish the County a current roster listing the names of its officers, committee members, stewards and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.



Section 4.6. Union Representatives. Any representative of the Union may be present at any meetings between the parties.

Section 4.7. Bargaining Committee Lost Time. Employee members of the bargaining committee shall be paid by the Employer for time spent in negotiations but only for the straight-time hours they would have otherwise worked on their regular work schedule.

## **GRIEVANCE PROCEDURE**

Section 5.1. Definition of Grievances. A grievance shall be a written complaint by an employee or the Union concerning the application and interpretation of this Agreement.

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

### Step 1. Verbal Procedure.

An employee with a complaint shall discuss the matter with his immediate supervisor or appropriate management personnel within five (5) days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. The employee or steward will advise the supervisor or appropriate management personnel in writing that the discussion is a Step 1 Grievance but need not otherwise document Step 1. At the request of the employee, the employee may have his steward present in order to participate in the informal discussion. Every effort shall be made to settle the grievance in this manner.

### Step 2. Written Procedure.

If the complaint is not satisfactorily resolved in the Step 1 or if the supervisor does not respond within 5 days of the Step 1 discussion, the complaint shall be reduced to a written grievance and presented to the Chief Judge or the highest ranking supervisor in charge of the employee within fifteen (15) days following the occurrence or knowledge of the occurrence of the events giving rise to the complaint. The written grievance shall set forth the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The written grievance shall be signed by the aggrieved employee and his steward or a Union official designated by the Union for the appropriate area. The Chief Judge or supervisor, steward and grievant shall discuss the grievance within ten (10) days following receipt of grievance. A representative from Human Resources and the Union may be present.

The Chief Judge or supervisor shall give a written answer to the grievance to the grievant within ten (10) days after the Step 2 meeting. A copy of the written grievance and answer shall be mailed or delivered to the Union official designated by the Union the Human Resources Director for informational purposes.

### Step 3. Review Committee Appeal.

If the grievance is not satisfactorily settled in Step 2, the steward may appeal the Step 2 decision by submitting the grievance together with the reason for the appeal to the Human Resources Director within five (5) days following receipt of the Employer

representative's answer in Step 2. The grievance shall be placed on the agenda for discussion between the Review Committee and County representatives at its next scheduled meeting. The County shall submit its final written answer to the grievance to the Union official designated by the Union within fourteen (14) days following the meeting where the grievance was discussed, or, if there is no scheduled Review Committee meeting during that fourteen day period, within fourteen (14) days after the date of the Union's appeal of the Grievance to Step 3.

Section 5.3. Grievance Resolution. All resolutions of grievances must be approved by the Chief Judge and the Human Resources Director before they are binding on the Employers. If the Chief Judge or the Human Resources Director disagrees with the settlement of a grievance, he shall notify the duly authorized representative of the Union within five (5) working days and place that grievance on the agenda for the next meeting between the Employer and the Review Committee Meeting.

Section 5.4. Steward Consultation. A steward has the right to confer with another designated Union official prior to his meeting with management personnel in Step 2. Such consultation that occurs during the normal business day shall be conducted so that unreasonable interference of the normal duties of the employee involved will not occur.

Section 5.5. Time Limitation. 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 County, 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 it is reduced to writing and the period of extension is specified.

Section 5.6. Time Computation. Saturday, Sunday and holidays recognized by this Agreement shall not be counted under the time procedure established in the Grievance Procedure.

Section 5.7. Steward Reporting. When it is necessary for a Union steward to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, such steward shall notify his immediate supervisor and/or designee. He shall return to his job as promptly as possible and upon returning, he shall immediately report to his supervisor and/or designee. If it is impossible for a steward to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. When it is necessary for a steward to go into a department to process a grievance, the steward shall advise the Department Director and/or designee of his appearance in the department.

Section 5.8. Grievance Form. The grievance form shall be mutually agreed upon.

Section 5.9. Lost Time. The County agrees to pay for all reasonable time lost by an employee, including Union officers and stewards, during regular scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the County has notified the Union of the abuse and, after discussion between the Union and the County, the abuse has not been corrected within a designated period of time.

Section 5.10. Expedited Grievances.

- (a) Class Action Grievances. The TPOAM Business Agent or President may file a class action grievance if the matter concerns the entire bargaining unit. Any class action grievance must be filed with the Human Resources Director (with a copy to the Department Director) at Step 3 of the Grievance Procedure within fifteen (15) days after the occurrence or the Union's knowledge of the occurrence of the events giving rise to the grievance.
- (b) Policy Grievances. A policy grievance is a grievance which concerns the employees of a particular department or division of a department. A policy grievance must be filed by the TPOAM Business Agent or President with the Department Director or designee (with a copy to the Human Resources Director) at Step 2 of the Grievance Procedure within fifteen (15) days after the occurrence or the Union's knowledge of the occurrence of the events giving rise to the grievance.
- (c) Discharge Grievances. Should an employee who has been discharged consider such discharge to be improper, any grievance must be processed initially at Step 3 of the Grievance Procedure within ten (10) days of the date of the discharge by filing a written grievance with the Human Resources Director with a copy to the Department Director.

**ARBITRATION**

Section 6.1. Arbitration Request. The Union may request arbitration only during the term of this Agreement, or any extensions thereof, of any unresolved grievance, which is arbitrable, by notifying the Human Resources Director in writing of its intent to arbitrate within thirty (30) calendar days following the date of the Employer's answer at Step 3. If the Employer fails to answer the grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, may notify the Human Resources Director in writing of its intent to arbitrate at any time after the Step 3 answer would have otherwise been due. By mutual agreement, in writing, the thirty (30) day time limit may be extended, provided the length of the extension is specified. If arbitration is not sought within the thirty (30) day period specified in this Section, or any extension thereof, the grievance shall be considered settled on the basis of the Employer's Step 3 answer.

Section 6.2. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, the parties shall attempt to mutually agree upon an arbitrator. If no agreement is reached within ten (10) days, the arbitrator shall be selected from a panel of Michigan arbitrators submitted by the Federal Mediation and Conciliation Service. Each party will alternately strike a name from the panel and the remaining name shall serve the arbitrator. Either party shall be permitted to obtain a second panel if the first panel is unacceptable.

The fees and expenses of the arbitrator shall be shared equally by the Union and the County.

Section 6.3. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 3.1 hereof. The arbitrator shall have no authority to rule upon job descriptions, work assignments (not reclassification), work standards or personnel requirements. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior to the time that the grievance was first submitted in writing; provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator shall have no authority to award interest on monetary awards. The arbitrator's decision shall be final and binding on the Union, the County and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue.

Section 6.4. Multi-Forum Waiver. The Union and the employee involved hereby waive the right to arbitration in this Agreement if the employee challenges the Employer's action under the provisions of any Veteran's Preference legislation. If arbitration is elected, the employee hereby waives any statutory right that may be provided under such legislation.

## **DISCIPLINE AND DISCHARGE**

Section 7.1. Discipline and Discharge.

- (a) The parties agree that the standards of just cause for imposition of discharge or disciplinary suspension are not the same as the standards required by law arising out of the alleged commission of crimes. Therefore, any discharge or disciplinary suspension shall be based upon the standards of just cause, independent of the issuance of or the lack thereof of a criminal complaint. The Union acknowledges that the Employer may temporarily transfer an employee or change his work duties, without loss of pay or benefits, pending investigation of alleged misconduct, whether there are criminal allegations or not, if in the Employer's opinion, such action is warranted due to the public duties or interest involved. Furthermore, the Union acknowledges that the Employer has the right to suspend an employee, with or without pay, pending an investigation. If the investigation reveals no misconduct resulting in disciplinary action, the employee shall be made whole.
- (b) For informational purposes, the Employer agrees to email, when possible, during the normal course of business to the Union's designated official notice of all discharges or disciplinary suspensions.

- (c) Discipline will be of a corrective/progressive nature, (example: verbal, written, suspension, etc.) except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action including discharge should it be required by the circumstances.
- (d) Disciplinary action will 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 right to be represented by his steward at the time the disciplinary action is imposed. All disciplinary action is to be in writing stating the reasons for such action and provided to the employee.
- (e) In imposing discipline on a current charge, the Employer will not take into account any prior verbal or written warnings more than eighteen (18) months old nor any prior disciplinary suspension more than thirty (30) months old, provided the employee is free of discipline during such periods. If an employee remains free of discipline, the employee may request in writing of the Human Resources Director that all prior discipline be removed from his personnel file (after eighteen [18] months for verbal and written warnings and thirty [30] months for disciplinary suspensions) and placed into the employee's confidential file.

Section 7.2. Counseling Memoranda.

- (a) Counseling memoranda may be utilized by the Employer to communicate expectations and performance deficiencies to employees. Counseling memoranda shall not be construed as disciplinary action and shall not be subject to the arbitration procedure set forth in this Agreement. An employee may, however, request that the counseling memoranda be processed through Step 2 of the Grievance Procedure.
- (b) The presence of a steward is neither necessary nor an entitlement where the purpose of a meeting called by management is to deliver or explain a counseling memorandum.
- (c) Because counseling memorandums are not contractually considered discipline, they will not be used to support later discipline or be introduced in evidence in support of later discipline, except to establish prior notice to the employee of the employer's expectations and/or prohibitions.

Section 7.3. Investigatory Interviews. An employee has the right to request the presence of his union representative during an investigatory interview if the employee reasonably believes that he will be disciplined as a result of such interview.

Section 7.4. Employee Representation for Discipline and Discharge.

- (a) Any employee, prior to being suspended or discharged, shall be advised by their Supervisor as to their right to Union Representation; or, when it is apparent discipline will be imposed, the employee(s) involved may request participation by the Union Representative. If Union Representation is requested, the conversation

will cease until the Union Representative is present. At that point, the Supervisor will advise the employee and the Union Representative of the discipline contemplated and the reason for it.

- (b) If the employee accepts union representation, the union representative shall, upon request, be granted a reasonable opportunity to caucus privately prior to the actual imposition of discipline.
- (c) Notwithstanding the provisions of Section 4.5, if the union steward or alternate for the employee's area is not available within a reasonable period of time, another Union official may be utilized.

### **STRIKES AND ILLEGAL ACTIVITY**

Section 8.1. No Strike. During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County; or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 8.2. Penalty. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the County deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 8.1.

### **HOURS OF WORK AND OVERTIME**

Section 9.1. Workweek. The normal workweek of County employees shall be forty (40) hours per week, not including meal periods, unless regularly scheduled otherwise.

Definition: Normal work week. A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods.

Normal work day. A normal work day for such employees shall be eight (8) hours, not including meal periods, unless regularly scheduled otherwise.

The County reserves the right to establish or change the starting times for any or all shifts based on operational need. In the event of a change in starting time, shift preference shall be resolved based on the seniority of those employees in the affected classification and employment status within the department.

Section 9.2. Overtime.

- (a) All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of an employer management representative.
- (b) Whenever possible, an employee shall be notified at least one (1) hour before the end of his shift of the necessity to work beyond the end of his regularly scheduled shift.
- (c) Absent an emergency situation or act of God, no employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period or more than thirty two (32) hours of overtime in any one workweek.
- (d) The parties agree with the principal of overtime rotation. The departments and department divisions where overtime rotation is applied are set forth in Letters of Understanding attached to this Agreement or as may be entered into during the term of this Agreement.

Section 9.3. Overtime Premium Pay.

- (a) Time and one-half (1 ½) the employee's regular straight time rate shall be paid for all hours worked in excess of forty (40) hours in any one workweek.
- (b) Employees who are subject to a partial overtime exemption under Section 7(k) of the Fair Labor Standards Act (i.e., youth specialist, surveillance officer, etc.) shall receive time and one-half (1 ½) the employee's regular straight time rate for all hours worked in excess of eighty (80) hours in a two week pay period.
- (c) Paid time off for the following reasons shall be counted as hours worked for the purpose of computing an employee's overtime work: holidays, vacation days, paid time off (for employees hired on or after July 1, 2016 only, the paid time off must be "scheduled" per Section 13.7(d)), funeral leave, witness leave, jury duty leave, doctor/dental time and compensatory time.

Section 9.4. Call Back Pay. A full-time employee who is called back to work at hours between the end and start of his scheduled shift shall be guaranteed two (2) hours of work or equivalent pay at time and one-half (1 ½) and additional time beyond the two (2) hours will be paid at time and one-half (1 ½). It is understood that in such event the Employer is not obligated to provide more than eight (8) hours of work. Overtime that is scheduled contiguous with the beginning or ending of the employee's regular shift or on days off shall be paid at time and one-half (1 ½) for such hours worked provided the employee has worked forty (40) hours within the workweek (or, for employees scheduled under Section 9.3(b), has worked their scheduled hours for the pay period). Overtime is scheduled if the employee has notice of such overtime prior to the end of the employee's shift.

Section 9.5. Scheduled Weekend Overtime. A full-time employee who is scheduled to work overtime on the weekend shall be guaranteed four (4) hours of work or equivalent pay at time and one-half (1 ½) his regular straight time rate of pay.

Section 9.6. Pyramiding. There shall be no pyramiding of overtime premium payment for weekly overtime hours, holidays, weekend overtime and call-back pay.

Section 9.7. Shift Bidding. The parties agree with the principal of shift bidding. The departments and departmental divisions where shift bidding is applied are set forth in a Letter of Understanding attached to this Agreement or as may be entered into during the term of this Agreement.

## **SENIORITY**

### Section 10.1. Seniority Definition.

- (a) Seniority. Seniority shall be defined to mean the length of the employee's continuous service commencing from his last date of hire. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames as of date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.
- (b) Continuous Service. Continuous service is defined as that time actually spent on the active payroll of the County as of the last date of hire plus approved leaves of absence periods unless otherwise provided in this Agreement. Continuous service is not recognized until an employee completes his probationary period. Continuous service shall include all periods of paid leave of absence, FMLA leave and military leave. Unpaid leaves of absence in excess of thirty (30) days shall not be considered continuous service.

Section 10.2. Bargaining Unit Seniority. Bargaining unit seniority shall be defined as the length of continuous service within the bargaining unit, including, for employees employed in this bargaining unit as of June 23, 2016, service up to March 3, 2016 in the applicable department under the former UAW Courts bargaining unit. The application of bargaining unit seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

### Section 10.3. Probationary Employees.

- (a) All employees shall be on probation until they have completed six (6) months of employment for full-time employees, or nine (9) months for regular part time employees. During this probationary period an employee may be discharged or terminated without recourse and without regard to this Agreement. The parties may agree to extend the probationary period of any employee. Such extension must be in writing, specify the length of extension and be signed by both parties. In order to receive full or prorated benefits as specified throughout this Agreement, a full time employee must complete 6 months of work, and a part time employee must complete 9 months of work.



- (b) Job Probation. An employee who is transferred or promoted to another classification within the same department, or, for the Circuit Court Group, within that group, shall be on job probation for the first six (6) months during which time an employee may disqualify himself or be disqualified by the Employer, in which case he shall return to his former classification. Other affected employees shall also return to their previous classification. An employee who is transferred or promoted to another classification in one of the other departments or, for the Circuit Court Group, outside that group shall have benefits and seniority transferred but if disqualified shall not have return rights to his former classification. In the event an employee is transferred or promoted to a classification outside the bargaining unit, the employee's seniority is subject to the provisions of Section 10.6 and if the employee is disqualified he shall not have any return rights to his former classification. For the purpose of benefits predicated on length of service, the employee's continuous service date shall not change in the event of transfer or promotion to any position.
- (c) An employee on job probation may apply for vacant positions.

Section 10.4. Seniority List. The County shall prepare a seniority list and submit said list to the Union upon request and annually. The seniority list shall include the employee's name, continuous service date, anniversary date, classification title, compensation range and step. The Employer may rely upon the seniority list as furnished to the Union unless the Union responds otherwise within five (5) days after its receipt. There shall be two lists provided, one for part-time and one for full-time employees.

Section 10.5. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge.
- (b) Absence from work for three (3) consecutive working days or shifts unless otherwise excused.
- (c) Failure to return to work upon recall from a layoff.
- (d) Failure to return to work at the expiration of a leave of absence, vacation, disciplinary suspension unless there are extenuating circumstances approved by the Employer.
- (e) Lay-off for more than twenty-four (24) months or length of the employee's seniority, whichever is less.
- (f) Retirement under the Employer's retirement plan.

- (g) Personal leave, disability leave or a workers compensation leave for a period of twenty-four (24) months or length of the employee's seniority at the time the leave commenced, whichever is less.

Section 10.6. Transfer to a Non-Bargaining Unit Position. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate bargaining unit seniority. After the employee has spent six (6) months in the new position, the employee shall lose all bargaining unit seniority.

## **LEAVES OF ABSENCE**

### Section 11.1. Personal Leave.

- (a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Department Director. Such request shall state the reasons for the leave. Approval shall be in writing by the employee's Department Director and the Human Resources Director.
- (b) Union Leave Without Pay. The County may grant up to five (5) consecutive days leave of absence without pay to any member of the Executive Board, Stewards and Committee persons, to attend Union functions or seminars, provided, however, that reasonable advance notice is given and that such leave does not interfere with the personnel requirements of the department. Seniority and all fringe benefits shall continue during such leave. Exceptions to the five (5) consecutive days<sup>2</sup> leave may be made for employees with unique scheduling circumstances.

Section 11.2. Procedure for Requesting Leaves. Requests for a leave must be submitted in writing by the employee to his department director at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave shall state the reason for the leave and the exact dates, if known, on which the leave is to begin and end. Approval or denial of the leave of absence shall be furnished in writing to the employee by the department director within ten (10) days after the request for a leave of absence is received by the department director. Any request for an extension of a leave of absence must be submitted in writing to the department director 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. Approval or denial of the extension request shall be furnished in writing to the employee.

Section 11.3. 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 intent 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 a leave of absence unless agreed to by their Department Director. Acceptance of employment or working for another employer while on a leave of absence shall result in the immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by a provision of the leave Section involved.

Section 11.4. Sick Leave. This Section applies to employees hired before July 1, 2016. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

- (a) No sick leave payment will be made to a newly hired employee during the probationary period or to a terminating or retiring employee after the last day worked.
- (b) Full-time and regular part-time employees shall earn and accrue sick leave at the rate of eight (8) hours sick leave for each one hundred seventy-three (173) straight time hours worked. For purposes of this Section, straight time hours worked shall include paid but unworked holidays, vacations, paid sick leave and County paid leaves of absence.
- (c) In no event shall accumulated earned sick leave exceed 1,440 hours.
- (d) An employee may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duties 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.

An employee will be allowed to use one sick day when a qualifying medical event occurs. The event must be an unplanned serious medical emergency requiring immediate medical attention such as emergency room treatment, emergency surgery, etc. Routine illnesses and minor injuries requiring medical attention will not be approved for sick pay under this provision. Pre-planned hospital stays and non-emergency (scheduled) surgical events, whether performed on an in or out patient basis, will not be approved for sick pay under this provision. Approval may be granted in a medical situation, such as major surgery, where the employee has been authorized by the immediate family member to make medical decisions on his behalf.

Denial of sick pay under this provision does not preclude an employee from using approved personal or vacation time under those provisions of this agreement.

- (f) No sick leave shall be granted for minor ailments which would not affect the safety of the employee, or of other persons, or of property, while performing job duties.
- (g) Medical certification will generally not be required to substantiate sick leave of absence 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 County for each absence regardless of duration if the County has 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. For clarification purposes, this subsection is interpreted as giving the Employer discretion of medical or written statement, and that, in the event an employee is ready for work, he may be prevented from working until he obtains the medical statement verifying his illness.

- (h) Before an employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the County that he is fit to again perform his duties.
- (i) Any unused and accumulated sick leave earned during full time employment shall be available for use by the employee if the employee transfers to a regular part time position.

Section 11.5. Doctor and Dental Appointments. This Section applies to employees hired before July 1, 2016. A full time employee shall be allowed up to ten (10) hours each year, not charged against sick leave or vacation/paid time off, for doctor and dental appointments. Time spent at doctor and dental appointments in excess of the 10 hours provided herein shall be deducted from the employee's vacation /paid time off. The employee must submit a signed verification from the doctor/dentist substantiating the appointment.

Section 11.6. Bereavement Leave. An employee shall be granted a leave of absence to attend the funeral or memorial service when a death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother, minor step-child: five (5) consecutive days.
- (b) The employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandparents, grandchildren: three (3) consecutive days. Covered in-law relationships will be treated as continuing in the event of the spouse's death during the marriage, and not continuing in the event of a divorce. If the employee remarries, the new spouse's covered relatives will be the only "in-laws" covered by this Section.
- (c) The employee's aunt, uncle, step-brother, step-sister, and spouses grandparents: one (1) day.

Leaves granted under this Section shall include the date of the funeral or memorial service, and the funeral or memorial service must take place within 30 days after the date of death unless otherwise approved by the Department Director.

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

Section 11.7. Military Leave.

- (a) Any 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, providing he satisfies the eligibility requirements established under this Agreement.
- (b) Any 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 County 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 County the difference between the amount the employee receives for such duty and his regular salary or wage for a period pursuant to County policy.

Section 11.8. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for not more than the employees normally scheduled straight time hours for that day and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

- (a) Give the department director reasonable advance notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and
- (c) Return to work promptly if, after he is summoned by the Court, he is excused from jury duty service.

Section 11.9. Witness Leave. An employee legally subpoenaed as a witness in any criminal case to which the employee is not a party, directly or indirectly, or as a member of a class, shall be given a witness leave of absence. For each day that an employee serves as a witness when the employee otherwise would have worked, the employee shall receive his straight time regular rate of pay for scheduled work hours, up to a maximum of five (5) days, forty (40 hours) per calendar year. In order to receive the regular rate of pay under the terms of this Section, an employee must:

- (a) Turn over to the Employer all compensation, fees, or moneys received by the employee in return for the employee's service as witness (excluding mileage);
- (b) Give the department director reasonable advance notice of the time that the employee is required to report to court as a witness;
- (c) Give satisfactory evidence that the employee served as a witness pursuant to the legal subpoena of the court on the date that the employee claims to be entitled to pay under the provisions of this Section; and
- (d) Return to work promptly if, after the employee is subpoenaed by the court to serve as a witness, the employee is released by the court during the employee's regularly scheduled shift.

Section 11.10. Family and Medical Leave. An employee on a Family and Medical Leave will be required to utilize his paid time off, vacation and holiday time. The employee may request to retain up to one-half (½) of his accrued vacation time as of the date the Family and Medical Leave began. Such request must be made in writing prior to the commencement of the leave unless the employee is prohibited from doing so because of an emergency.

Section 11.11. Workers Compensation Supplement.

- (a) 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 bank under Section 11.4 up to the employee's normal earnings. Upon exhaustion of the sick leave bank, or for employees who do not have a sick leave bank, the employee may supplement as provided in Section 14.13(e), or if not 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.
- (b) Salary supplements or accrued sick leave paid to any employee on a worker's compensation leave as set forth above shall not reduce or be coordinated with disability benefits received under the Worker's Compensation Law Section 354(1) notwithstanding.

## VACATIONS

### Section 12.1. Vacation Accrual.

#### (a) Accrual System

##### Vacation Accrual for Full Time Employees.

An employee will receive a vacation accrual on the first pay date of a month if the employee has any time worked or paid time (as defined below) in the pay period that is paid on that pay date. The accrual on the first pay date of a month will be for that month, and will equal 1/12<sup>th</sup> of the current annual accrual (which is based on 2080 hours worked). The accrual process for employees who have absences from work will be based on whether the employee is paid for **any time** during the pay period that is paid on the first pay date in the month. "Paid time" includes time paid as if the employee had worked, including supplementation of S&A or workers compensation benefits as provided in the contract, but not including the S&A or workers compensation benefits themselves.

Upon termination, vacation payout will still occur. As at present, payout of banked vacation time upon termination of employment does not result in additional vacation accrual.

##### Vacation Accrual for Part-time Employees .

Part-time unit employees will accrue vacation based on one of three possible categories of weekly hours:

- 22 hours per week category = accrual assignment for up to 22 hours per week
- 29 hours per week category = accrual assignment for 23 to 29 hours per week
- 32 hours per week category = accrual assignment for 30+ hours per week

In November of 2018 and each subsequent year, an employee's category for the next calendar year will be determined as follows.

- For each part-time employee who has been employed in that status for at least 13 full pay periods, ending with the last pay period that ends in November, the category for the next calendar year will be determined based on the employee's average weekly hours during the period from the first pay period ending in the previous December through the last pay period ending in November.
- A new part-time employee will be in the 29-hour category until they have been employed in that status for 13 full pay periods as of the end of the last pay period that ends in November, after which their category for the next calendar year will be based on the average weekly hours calculation.

Average weekly hours will include both time worked, and paid time as described above under "CGI Vacation Accrual for Full Time Employees". Average hours will be rounded up to the nearest hour (for example, 22.01 average hours will be rounded up to 23 hours).

The monthly accrual will be awarded on the same day as above for full time employees. The monthly accrual will be 1/12<sup>th</sup> of the current annual accrual based on the employee's category.

Schedules showing the CGI accruals for part-time employees in hours and minutes are included below.

Vacation accrual or non-accrual for a part-time employee who is absent from work will be determined using the same process as for full time employees. Upon termination, vacation payout will still occur, as for full time employees.

- (b) All full time and regular part time employees shall earn vacation according to the following schedules:

<b>Full Time Employee Hired Before July 1, 2016</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Vacation Accrual</b>	<b>12 months equals</b>
1/2 to < 6	6 hr. 40 min.	80 hrs.
6 to < 10	10 hr.	120 hrs.
10	10 hr. 40 min.	128 hrs.
11	11 hr. 20 min.	136 hrs.
12	12 hr.	144 hrs.
13	12 hr. 40 min.	152 hrs.
14	13 hr. 20 min.	160 hrs.
15	14 hr.	168 hrs.
16	14 hr. 40 min.	176 hrs.
17	15hr. 20 min.	184 hrs.
18	16 hr.	192 hrs.
19+	16 hr. 40 min.	200 hrs.

<b>Full Time Employee Hired on or after July 1, 2016</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Vacation Accrual</b>	<b>12 months equals</b>
< 6	8 hr.	96 hrs.
6	8 hr. 40 min.	104 hrs.
7	9 hr. 20 min.	112 hrs.
8	10 hr.	120 hrs.
9	10 hr. 40 min.	128 hrs.
10 to < 16	11 hr. 20 min.	136 hrs.
16	12 hr.	144 hrs.
17	12 hr. 40 min.	152 hrs.
18	13 hr. 20 min.	160 hrs.
19	14 hr.	168 hrs.
20	14 hr. 40 min.	176 hrs.



<b>Part Time Employee Hired Before July 1, 2016: 22 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Accrual 22 hrs./wk.</b>	<b>12 months equals</b>
1/2 to < 6	3 hr. 40 min.	44 hrs.
6 to < 10	5 hrs. 30 min.	66 hrs.
10	5 hrs. 52 min.	70 hrs. 24 min.
11	6 hrs. 14 min.	74 hrs. 48 min.
12	6 hrs. 36 min.	79 hrs. 12 min.
13	6 hrs. 58 min.	83 hrs. 36 min.
14	7 hrs. 20 min.	88 hrs.
15	7 hrs. 42 min.	92 hrs. 24 min.
16	8 hrs. 4 min.	96 hrs. 48 min.
17	8 hrs. 26 min.	101 hrs. 12 min.
18	8 hrs. 48 min.	105 hrs. 36 min.
19+	9 hrs. 10 min.	110 hrs.

<b>Part Time Employee Hired on or after July 1, 2016: 22 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Accrual 22 hrs./wk.</b>	<b>12 months equals</b>
< 6	4 hr. 24 min.	52 hrs. 48 min.
6	4 hr. 46 min.	57 hrs. 12 min.
7	5 hr. 8 min.	61 hrs. 36 min.
8	5 hr. 30 min.	66 hrs.
9	5 hr. 52 min.	70 hrs. 24 min.
10 to < 16	6 hr. 14 min.	74 hrs. 48 min.
16	6 hr. 36 min.	79 hrs. 12 min.
17	6 hr. 58 min.	83 hrs. 36 min.
18	7 hr. 20 min.	88 hrs.
19	7 hr. 42 min.	92 hrs. 24 min.
20	8 hr. 4 min.	96 hrs. 48 min.

<b>Part Time Employee Hired Before July 1, 2016: 29 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly accrual 29 hrs./wk.</b>	<b>12 months equals</b>
1/2 to < 6	4 hr. 50 min.	58 hrs.
6 to < 10	7 hr. 15 min.	87 hrs.
10	7 hr. 44 min.	92 hrs. 48 min.
11	8 hr. 13 min.	98 hrs. 36 min.
12	8 hr. 42 min.	104 hrs. 24 min.
13	9 hr. 11 min.	110 hrs. 12 min.
14	9 hr. 40 min.	116 hrs.
15	10 hr. 9 min.	121 hrs. 48 min.
16	10 hr. 38 min.	127 hrs. 36 min.
17	11 hr. 7 min.	133 hrs. 24 min.
18	11 hr. 36 min.	139 hrs. 12 min.
19+	12 hr. 5 min.	145 hrs.

<b>Part Time Employee Hired on or after July 1, 2016: 29 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly accrual 29 hrs./wk.</b>	<b>12 months equals</b>
< 6	5 hr. 48 min.	69 hrs. 36 min.
6	6 hr. 17 min.	75 hrs. 24 min.
7	6 hr. 46 min.	81 hrs. 12 min.
8	7 hr. 15 min.	87 hrs.
9	7 hr. 44 min.	92 hrs. 48 min.
10 to < 16	8 hr. 13 min.	98 hrs. 36 min.
16	8 hr. 42 min.	104 hrs. 24 min.
17	9 hr. 11 min.	110 hrs. 12 min.
18	9 hr. 40 min.	116 hrs.
19	10 hr. 9 min.	121 hrs. 48 min.
20	10 hr. 38 min.	127 hrs. 36 min.

<b>Part Time Employee Hired Before July 1, 2016: 32 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Accrual 32 hrs./wk.</b>	<b>12 months equals</b>
1/2 to < 6	5 hr. 20 min.	64 hrs.
6 to < 10	8 hr.	96 hrs.
10	8 hr. 32 min.	102 hrs. 24 min.
11	9 hr. 4 min.	108 hrs. 48 min.
12	9 hr. 36 min.	115 hrs. 12 min.
13	10 hr. 8 min.	121 hrs. 36 min.
14	10 hr. 40 min.	128 hrs.
15	11 hr. 12 min.	134 hrs. 24 min.
16	11 hr. 44 min.	140 hrs. 48 min.
17	12 hr. 16 min.	147 hrs. 12 min.
18	12 hr. 48 min.	153 hrs. 36 min.
19+	13 hr. 20 min.	160 hrs.

<b>Part Time Employee Hired on or after July 1, 2016: 32 Hour Category</b>		
<b>Contract Levels (Years)</b>	<b>Monthly Accrual 32 hrs./wk.</b>	<b>12 months equals</b>
< 6	6 hr. 24 min.	76 hrs. 48 min.
6	6 hr. 56 min.	83 hrs. 12 min.
7	7 hr. 28 min.	89 hrs. 36 min.
8	8 hr.	96 hrs.
9	8 hr. 32 min.	102 hrs. 24 min.
10 to < 16	9 hr. 4 min.	108 hrs. 48 min.
16	9 hr. 36 min.	115 hrs. 12 min.
17	10 hr. 8 min.	121 hrs. 36 min.
18	10 hr. 40 min.	128 hrs.
19	11 hr. 12 min.	134 hrs. 24 min.
20	11 hr. 44 min.	140 hrs. 48 min.

For purposes of this Section “seniority” is defined in section 10.1 unless otherwise specified.

- (c) Employees hired on or after July 1, 2016 will begin to accrue vacation when the employee begins work.

Section 12.2. Vacation Schedule. Although the Employer reserves the right to allocate vacation leaves, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Employer. Vacation leave requests shall be submitted to the department director or designee prior to January 15 for the period February 16 through February 15 of the following year. Conflict among employees for desired

vacation leave shall be resolved by giving preference to the employee with the greatest seniority, provided that the senior employee's preferred date for vacation leave has been submitted to the department director prior to January 15. All vacation requests submitted after January 15 shall be resolved on a "first come, first serve" basis. Once an employee has made his selection, he shall not be permitted to change his selection if it disturbs another employee's choice of vacation leave. Where the change in selection does not affect another employee's choice, the department director may grant a change in the vacation schedule. Under most circumstances, the Employer will give the employee a response to his vacation request as soon as possible and within two (2) weeks shall be used as a guideline. An employee will be permitted to take his vacation leave one (1) day at a time upon advance mutual approval of the department director and the employee.

Section 12.3. Vacation Pay. Vacation pay will be computed at the straight time hourly rate, exclusive of all premiums, an employee is earning at the time he takes his vacation leave.

Section 12.4. Vacation Pay on Termination. Employees shall receive payment for accrued, but unused, vacation upon termination of their employment with the County, provided that the maximum payment for an employee hired on or after July 1, 2016 is 200 hours of vacation pay.

Section 12.5. Hospitalized during Vacation. If an employee hired before July 1, 2016 is hospitalized during his vacation period and presents a physician's statement specifying the hospitalization date(s), the time involved in the hospital may be charged to the employee's accumulated sick leave and not to vacation.

Section 12.6. Vacation Accumulation. An employee shall not accumulate vacation at any one time in excess of two hundred eighty (280) hours.

Section 12.7. Vacation Buyback.

- (a) An employee who has 14 or more years of seniority at the beginning of the calendar year (10 years beginning in 2019) may request to receive 40 hours pay in December of the pay year, by timely return of the Human Resources Department notice form. Said pay is in lieu of 40 hours vacation time and is subject to all applicable taxes.
- (b) Employees who participate in the County's Section 457 Deferred Compensation Plan may elect to contribute part or all of the payment in lieu of vacation to their deferred compensation accounts on a pre-tax basis, up to established maximums.

Employees wishing to defer payment should complete Sections I and IV of the Deferred Compensation Plan Participation Agreement, available on the Kent County Intranet, and return the form to Human Resources.

## **HOLIDAYS**

Section 13.1. Recognized Holidays. All full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day  
Martin Luther King Jr. Day  
Memorial Day  
Juneteenth – See Letter of Understanding:  
Juneteenth  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
December 24  
Christmas Day

If an employee is scheduled more than eight (8) hours per day, the employee has the option to take unpaid time or use vacation or paid time off to supplement holiday pay.

Section 13.2. Holidays for Regular Part-Time Employees. Regular part-time employees shall receive four (4) hours pay at their regular straight time rate for each of the recognized holidays for which they are eligible. Such pay will be made in the pay period in which the holiday occurs.

Section 13.3. Holiday Eligibility. An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must have been a full-time or regular part-time employee on the date of the holiday.
- (b) The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday. Exceptions will be made for an employee who is off work due to hospitalization or a personal medical condition that incapacitates them from performing their duties. A department director or designee may require medical certification of the employee's inability to work on the day(s) in question. Failure to provide such certification, when requested, will result in the loss of eligibility for holiday pay.
- (c) The employee must not be on layoff.
- (d) The employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed the employee will receive the applicable holiday pay.
- (e) An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay.

Section 13.4. Holiday Observance. When one of the recognized holidays falls on a Sunday, the following Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. For employees employed in a seven (7) day a week operation, the holiday is the actual calendar date of the holiday for purposes of Section 13.6.

For employees hired before July 1, 2016, the current practice for a holiday observed on a day that an employee is not scheduled to work will continue, and the employee may bank those holidays, provided that that the holiday bank may not exceed 80 hours, after which future holidays will be paid currently until the employee's holiday bank is below that level. For

employees hired on or after July 1, 2016, holidays may be banked as additional paid time off per Section 13.7.

Section 13.5. Holiday During Vacation. Should a holiday fall during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and shall not be charged for a vacation day on the date the holiday is recognized.

Section 13.6. Holiday Work. Full-time employees who are required to work on any recognized holiday shall receive time and one half (1 ½) their regular straight time rate of pay for all hours actually worked on the holiday and, at the employee's option, receive holiday pay or a day off with pay. For purposes of this Section, holiday work means all hours of a shift which begins on the date of the holiday. Days off with pay shall be treated as paid time off or as banked holidays subject to Section 13.4. Part-time employees who are required to work on any recognized holiday shall receive time and one-half (1 ½) their regular straight time rate of pay for all hours actually worked on the holiday.

Section 13.7. Paid Time Off.

- a) All full-time employees covered by this Agreement who were hired before July 1, 2016 and who have completed their probationary period shall be credited with sixteen (16) hours of paid time off each year.
- b) Full-time employees who were hired before July 1, 2016 who are at the G step of their respective classification shall be credited with an additional eight (8) hours of paid time off each year. Regular part-time employees who are at the G step of their respective classification shall be credited with four (4) hours of paid time off each year.
- c) Paid time off under (a) and (b) has no monetary value, and must be taken during the calendar year or lost except as provided in subsection (g).
- d) All full-time employees covered by this Agreement who are hired on or after July 1, 2016 and have completed their probationary period as of December 31 shall be credited with forty (40) hours of paid time off each year. Regular part-time employees who have completed six (6) months of service by December 31 shall be credited with twenty (20) hours of paid time off each year.
- e) Employees who complete six (6) months of service during the year will be given paid time off on a pro-rata basis.
- f) New paid time off will be credited each year on the same date as the wage increase for the year under Section 16.1(a). Current year paid time off may be used through the end of the pay period before the annual credit of new paid time off.
- g) Unscheduled paid time off may be used as needed for personal emergencies, or the employee's illness or injury (if the employee has no sick leave available), with acceptable documentation if requested. Scheduled paid time off may also be used for other personal reasons ("scheduled" paid time off) if submitted and approved (must be approved at least

48 hours in advance for employees hired on or after July 1, 2016). Approval will be based on manpower and workload requirements as determined by the Department.

- h) For employees hired on or after July 1, 2016, unused paid time off at the end of each year will accumulate up to a total of 72 hours. Any balance in excess of 72 hours will be placed in the Retirement Bonus Bank and will be converted to pension service credit (not service eligibility) at retirement. The 72-hour limit will be increased to 120 hours effective with the accrual of 2019 paid time off.
- i) Effective beginning in 2019, each employee hired on or after July 1, 2016 who is covered by the Sickness and Accident program under Section 14.13 will be credited with a one-time S&A Supplement Bank of 48 hours for regular full and part time employees. For such employees who are already covered by the Sickness and Accident program as of January 1, 2019, the bank will be established no later than the first pay period that begins in 2019. For all others hired on or after July 1, 2016, the bank will be established effective in the first pay period following when the employee becomes covered by the Sickness and Accident program. This bank may be used:

- (i) by an employee approved for S&A benefits under Section 14.13 to cover time missed from the employee's normal work schedule during a waiting period applicable under Section 14.13 (which provides that S&A benefits begin on the first (1<sup>st</sup>) day of disability due to accident, surgery (both inpatient and outpatient), and hospitalization or the eighth (8<sup>th</sup>) day of illness); and

- (ii) for doctor and dental appointments during the employee's work hours, provided that upon request the employee establishes to the Department's satisfaction that the appointment cannot reasonably be scheduled outside work hours, and that the employee submits a signed verification from the doctor/dentist substantiating the appointment.

Any hours remaining in this bank upon the employee's retirement will be placed in the Retirement Bonus Bank under Section 15.2(b).

## **INSURANCE**

Section 14.1. Health Insurance. All full-time employees and eligible dependents shall be provided with Kent County Wellness PPO Plan and prescription drug plan.

- (a) The employee health insurance premium contribution will be 20% of the County's illustrative rates, through payroll deduction. The employee is eligible for a wellness incentive equal to two and one-half percent (2½%) if the employee has participated in the wellness program including the completion of an annual preventive physical examination. An additional two and one-half percent (2½%) incentive will be applied if the employee is a non-smoker or is participating in a smoking cessation program.

Elective abortions are not covered under County health insurance plans.

Generic prescription drugs and supplies used for the treatment of diabetes and/or hypertension will be provided without the generic co-pay. Additionally, insulin available under the brand name/formulary benefit schedule will be provided at the generic co-pay.

Wellness PPO plan design changes including revisions to deductibles, co-insurance and out of pocket maximum amounts will be implemented as summarized in Appendix B.

Prescription drug insurance coverage will include the step therapy program of the insurance carrier utilizing generic and preferred options prior to usage of non-preferred or specialty drug regimens.

All medical insurance programs shall provide for coordination of benefits among members of the same family by the Employer.

- (b) As an alternative to the County health insurance program, full-time employees are eligible to enroll in a Health Maintenance Organization (HMO) offered by the County (currently Blue Care Network) at the same employee contribution percentages described in 14.1 (a). Co-payments, deductibles, co-insurance maximums and out of pocket maximums will be as summarized in Appendix B.
- (c) In addition to the Kent County Wellness PPO Plan and prescription drug plan, and to the HMO program, the County may offer a lower cost health care and prescription program as a voluntary option for employees otherwise eligible to participate in the PPO or HMO program
- (d) 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. Employees must have the same enrollment for both the health and prescription plans (e.g. an employee cannot select one but not the other or have different employee/dependent coverage in the health and prescription plans.
- (e) The Employer reserves the right to establish a self-insurance health, prescription, dental and/or vision programs 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 health insurance program. If the County determines that changes are needed to keep plan cost below the level that would result in application of the federal Affordable Health Care Act "Cadillac" tax during the term of this Agreement, then not later than September of the year before changes are to be made the County will advise the Union of the change options it is considering and will discuss those options and others that the Union presents. If the parties do not agree on changes the following changes will be made to achieve plan cost below the level that would result in application of the "Cadillac" tax: first, health care Flexible Spending Accounts will be deleted, and second, if the FSA account deletion may not be sufficient, deductibles will be increased in \$50 increments to the extent needed to lower plan cost sufficiently.

Section 14.2. Plan Design. The parties agree that either party may request to discuss plan design changes during the term of the Agreement in an effort to reduce health care premiums. The parties agree that in the event a committee is formed to discuss plan design changes during the



term of this Agreement the bargaining unit shall have a representative on such committee.

Section 14.3. Part-Time Employee Health Insurance. Regular part-time employees who are not covered by any other health insurance plan shall be eligible for a thirty-five dollar (\$35.00) per pay period credit towards the County health insurance program.

Section 14.4. Laid Off Employee Health Insurance. Health insurance for an employee who is laid off will be provided until the end of the month if the layoff occurs on or before the 15<sup>th</sup> of the month. Health insurance will be provided to the end of the following month if a layoff occurs on or after the 16<sup>th</sup> of the month.

Section 14.5. Payment in Lieu of Health Insurance. Notwithstanding the provisions of Section 14.1, effective with the execution of this Agreement, a full-time 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 dollars (\$35.00) 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 Human Resources during the open enrollment period.
- (c) All insurance waived employees who wish to return to provided insurance may do so during the open enrollment period.
- (d) Employees who have a change in coverage status such as death of a spouse, divorce, or the loss of coverage (not by selection) may return to provided health insurance program 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 health insurance shall not be paid to an employee's spouse or dependent who is covered by a County plan.

Section 14.6. Dental Benefit Plan. All full-time employees shall be provided with a dental program, paid by the Employer, with benefits which pay one hundred percent (100%) of Class I benefits (two cleanings and one set of x-rays per year) per year. All other dental fees, including orthodontics, will be reimbursed at the rate of fifty percent (50%). The maximum dental benefit is \$2,500.

If both spouses are County employees, they may enroll separately. Neither spouse can be enrolled as the other spouse's dependent. Children can be enrolled on one parents plan only.

Only one annual family maximum will apply if both members of the household are eligible to participate in the County Dental Plan.

Section 14.7. Life Insurance. The County shall pay the required premiums to provide each full-time employee with a fifty thousand dollar (\$50,000) Term Life Insurance policy with accidental death and dismemberment (AD&D).

Section 14.8. Supplemental Life Insurance. Employees may purchase an additional amount of supplemental term life insurance in five-thousand (\$5,000) dollar increments up to a maximum of one hundred fifty thousand (\$150,000) dollars through payroll deduction. The amount of payroll deduction for supplemental term life insurance coverage equals the actual cost to the County. The purchase of supplemental term life insurance shall be subject to carrier rules.

Section 14.9. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employer.

Section 14.10. Premium Payments. Health 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. Notwithstanding Section 14.4, Laid Off Employee Health Insurance, of this Agreement, 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. All premiums for health insurance shall be pre-taxed.

Section 14.11. Section 125 Plan. Employees may elect to participate in the County's Section 125 plan.

Section 14.12. Vision Plan. The Employer will continue the vision plan currently in effect for full-time employees. The plan will provide for glasses each year if there has been a prescription change.

Section 14.13. Sickness and Accident Benefits (S&A). Employees hired on or after July 1, 2016 are not covered by Section 11.4 (Sick Leave). Instead, the Employer shall provide sickness and accident benefits for full-time and regular part-time employees hired on or after July 1, 2016. This coverage shall become effective after completion of six months of continuous service. Employees who are eligible for disability benefits shall receive weekly indemnity payments consisting of sixty-seven percent (67%) of their normal gross straight time wages. These benefits are payable from the first (1<sup>st</sup>) day of disability due to accident, surgery (both inpatient and outpatient), and hospitalization or the eighth (8<sup>th</sup>) day of illness, for a period not to exceed twenty-six (26) weeks for any one period of disability. No S&A benefits will be payable for more than 182 days of disability with the same cause or causes during any 12 month period.

- (a) Employees are not entitled to S&A benefits for any disability for which they may be entitled to indemnity or compensation under the Kent County Retirement Plan, Social Security, Workers' Compensation or any other disability benefit program.

- (b) The employee will be given pension service credit under the County retirement plan for the period of time during which S&A insurance benefits are received, provided that the employee pays the employee pension contribution on 100% of the employee's gross weekly wage for the entire period in which S&A benefits are paid.
- (c) If an employee is eligible for Family and Medical Leave (FMLA), the employer portion of all insurance premiums will be paid while an employee is receiving S&A benefits, provided the employee pays the employee portion. FMLA and S&A programs run concurrently.
- (d) An employee who is receiving S&A insurance benefits is eligible to return to his former or comparable position consistent with the FMLA. The employee must present a proper medical release from the employee's healthcare provider to return to work.
- (e) Paid time off under Section 13.7, and then vacation time under Section 12.5, may be used to supplement Workers Compensation and short term disability leave as provided above (combined benefit and supplement not to exceed 100% of the employee's gross weekly wage).

Section 14.14. Long Term Disability Program. Effective on the effective date of the parties 2016-2018 contract, the non-duty disability benefit provisions of the Pension Plan will not apply, and employees will be covered instead by the Long Term Disability ("LTD") Program described in this Section. Leaves under this Section are unpaid except for the benefits provided by this Section, and employees do not accrue length of service under this Agreement or the Pension Plan while on LTD leave. Terms of the insurance policy control, including the insurance policy pre-existing condition provision for employees with less than twelve (12) months of service, except as specifically provided below.

When an employee is sick or injured, they may be eligible for benefits through the Long-Term Disability Policy which provides employees with 60% of their pay to age 65 in accordance with the following:

- i. The Employer shall provide LTD coverage for all employees covered by this Agreement. This coverage shall become effective following the completion of 180 days of active service as defined in the insurance policy. Employees who are determined to be eligible for disability benefits shall receive weekly indemnity payments consisting of sixty percent (60%) of their normal gross straight time wages up to \$5,000 monthly.
- ii. These benefits shall be payable from the 180th day of disability due to accident, hospitalization or illness.
- iii. 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, and any other disability benefit program or other compensation as defined by the insurance carrier.

- iv. The County reserves the right to select an insurance carrier to provide this benefit at substantially the same level.
- v. The Employee is considered disabled during the first 24 months of benefits if, solely because of injury or sickness, he is unable to perform the material duties of his regular occupation, and unable to earn 80% or more of his regular earnings from working in his regular occupation.
- vi. After disability benefits have been payable for 24 months, the Employee is considered disabled if, solely due to injury or sickness, he is (1) unable to perform the material duties of any occupation for which he is, or may reasonably become, qualified based on education, training or experience; and (2) unable to earn 60% or more of his earnings (as defined in the LTD program document or insurance policy).

Section 14.15. Retirees' Health Insurance. The Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1991, or thereafter, in accordance with the following:

- (a) Employees who retire on or after January 1, 2015, who have a minimum of twenty-five (25) years of service, and employees who receive a duty disability retirement on or after January 1, 2015, 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 fifty dollars (\$350) per month (provided, however, that a voluntary plan under Section 14.1(c) will not be considered in determining the "lowest single subscriber health insurance" plan unless the retiree selects that plan). Retirees with less than twenty-five (25) years of continuous service at the time of retirement shall receive 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.

For employees who retire on or after January 1, 2019, the maximum amount paid by the Employer shall be four hundred dollars (\$400) per month.

Retirees and their dependents age sixty five (65) or over who elect to participate in a County plan must elect the County Medicare supplement health and prescription plans, except that a retiree age sixty-five (65) or over who has two or more covered dependents under age sixty-five (65) may elect the County Family Health plan for the retiree and dependents.

- (b) Retirees with less than twenty-five (25) years of continuous service at the time of retirement shall receive 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) Insurance premiums shall be paid commencing the first full month following retirement, including disability but excluding deferred retirement, and ending upon the death of the employee.
- (d) Dependent health insurance coverage may be purchased by the retiree at the retiree's expense. A retiree's surviving spouse may continue to purchase health insurance provided by the Employer at the Employer's group rates, subject to the carrier's rules.
- (e) 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 County's health care program that is provided to members of the bargaining unit and such benefits are subject to negotiations between the parties and the provisions of Section 14.1.
- (g) Employees hired on or after July 1, 2016, upon their retirement, will be in a separate group for retiree health premium rating purposes.

## **RETIREMENT**

### Section 15.1. Pension Plan.

- (a) The Kent County Employee's Retirement Plan first effective on January 1, 1949, shall be continued and shall, for employees who retire on or after January 1, 2001, provide retirement benefits at 2.50% of the employee's final average salary as defined in the plan for each year of credited service after five (5) years of continuous service.
- (b) The employee's pension contribution shall be one-half (1/2) of the annual amortized actuarial valuation. The annual amortized 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. Effective January 1, 2017 the employee's pension contribution of one-half (1/2) the annual amortized actuarial valuation shall not exceed 9.5% of the employee's annual compensation.

- (c) Members hired prior to January 1, 2011 shall be eligible for normal retirement under any of the following requirements.
  - i. 25 years of credited service at any age.
  - ii. 5 years of credited service and age 60.
  - iii. 15 years of credited service and age 55. (early retirement)

Members hired on/after January 1, 2011 shall be eligible for normal retirement under any of the following requirements:

- i. A minimum normal retirement age of 60 will be established for employees who have completed 25 years of service.
- ii. Normal retirement for employees with less than 25 years of service will be age 62 with 5 years of service.
- iii. The existing Plan provisions for early retirement, including benefit reduction, will not change.

Section 15.2. Retirement Service Credit.

- (a) Employees who retire under the Kent County Retirement Plan on or after January 1, 2009 (other than a deferred retirement) who as of the date of the retirement have unused sick leave shall receive pension service credit for all unused sick leave time.
- (b) Employees hired on or after July 1, 2016 will have a Retirement Bonus Bank for unused paid time off as provided in Section 13.7 Hours in the Retirement Bonus Bank have no cash value and can only be used for pension service credit. Employees who retire under the Kent County Retirement Plan (other than a deferred retirement) will receive pension service credit for all hours in their Retirement Bonus Bank at the time of retirement.
- (c) Hours under (a) and (b) above cannot be used for retirement service eligibility.

Section 15.3. Deferred Compensation. Employees may elect to participate in the Employer sponsored Deferred Compensation Plan. The minimum contribution to the Deferred Compensation Plan is twenty-five dollars (\$25.00) per pay period.

**WAGES**

Section 16.1. Classification and Rates. Amended December 27, 2021 and December 26, 2022

- (a) The classification pay plan adopted by the County and the rate schedules attached as Appendix “A-1” as amended and Appendix “A-2” are incorporated herein and made a part of this Agreement. Appendix A-2 shows classifications in which the pay grade will be different for employees hired on or after July 1, 2016. Employees hired on or after July 1, 2016 will start at the “B” step of the applicable pay grade. If an employee hired before July 1, 2016 moves to another position or classification within

the bargaining unit, the pay grade listed for employees hired on or after July 1, 2016 will not apply.

The pay grades in Appendix A-1 include 2.5% annual pay increases for 2019, 2020 and 2021. For annual pay increases other than Step increases, if January 1 falls in the first week of the pay period, then the pay increase will take effect on the first day of the pay period in which January 1 falls or, if January 1 falls in the second week of the pay period, then the pay increase will take effect on the first day of the following pay period.

Appendix A for 2022 and 2023 reflects across the board increases of 2% each year, on the dates determined under this Section, if this Agreement is not reopened under Section 20.2. The Agreement was reopened and the wage rate increase for 2022 is two and one-half percent (2.5%) and an additional two and one-half percent (2.5%) for 2023.

For 2023 wage rate see Letter of Understanding – 2023 Annual Across the Board Percentage Wage Increase and 2023 Wage Scale as Amended December 26, 2023.

- (b) The Union acknowledges that salary step increases shall be on a merit basis upon written authorization of the department director to the Human Resources Director. A department director shall be permitted to withhold an authorization for a step increase for a period not to exceed six (6) months. The employee will be advised in writing of this action prior to his anniversary date of the reasons for withholding the merit increase. However, it is agreed that if no written disciplinary action is given to an employee during the first six (6) months of his employment, the Step B or next step increase shall be automatic upon completion of six (6) months of service. Other step increases shall be given after an additional one (1) year of service after each step, provided that the department director does not withhold in writing such step increase prior to the employee's anniversary date.
- (c) Anniversary date shall mean: The date on which an employee has completed six (6) months of satisfactory service, and the corresponding date in each year thereafter, unless changed due to promotion, reclassification, demotion, separation or rehire.

The parties agree as follows:

1. An employee's one-year anniversary date for step increases shall not change in the event a salary step increase is withheld pursuant to Section 16.1(b).
  2. In the event an employee is on an unpaid leave of absence (other than FMLA leave) for a period of time in excess of thirty (30) calendar days, the employee's one-year anniversary date for step increases will be adjusted for the period of absence.
- (d) When an employee is reclassified to a classification in a higher salary range, his salary shall be adjusted to the minimum of the range for the new classification or to

that salary step next above his present rate, whichever is higher. The anniversary date shall not change. When an employee is reclassified for any reason other than disciplinary demotion to a classification in a lower salary range, he shall be paid the same salary he was receiving prior to such reclassification or the maximum of the rate range, whichever is lower. The employee in any classification for which the salary rate range is reallocated shall remain at the same step within the new range.

- (e) An employee who is demoted as a disciplinary measure shall receive the same salary he was receiving prior to such demotion or the maximum of the rate range for the new classification, whichever is lower.
- (f) The wage rate of an employee who is promoted to a higher classification within the bargaining unit shall be adjusted to the minimum of the rate range of the employee's new classification or to the next step above his present rate, whichever is higher. (See Letter of Understanding: Starting Wage Above B Step for Certain New Hires, item 4.) An employee who is promoted shall be considered on job probation for six (6) months for his new position only. At the completion of this job probation, he shall be eligible for a pay increase and retained in this new position or he shall be returned to his former position without loss of seniority and any pay increases due him in his former position.
- (g) All pay increases shall commence on the date the employee is eligible for the pay increase.
- (h) A part-time employee's step increase shall be treated the same as a full-time employee's, except that 18 months of work will equal one (1) year.

#### Section 16.2. New or Reclassified Positions.

- (a) The Employer reserves the right to discontinue job classifications within the bargaining unit. The Employer shall notify the Union of any discontinued job classification within twenty (20) days.
- (b) The Employer reserves the right to change job classifications within the bargaining unit. The Employer shall notify the union within twenty (20) days if a job classification is changed due to new licensing or certification requirements. If a job classification requires new licensing or certification any initial training will be provided by the Employer.
- (c) The Employer reserves the right to establish new job classifications within the bargaining unit. Within (20) twenty days after the Union is informed of the new classification and proposed rate of pay, the Union may request in writing to negotiate the rate of pay for the new position.
- (d) It is the function of the Human Resources Department to conduct a job audit to determine the appropriate classification and rate of pay for an employee whose duties have substantially changed. In the event a job audit results in the elimination or reclassification of a bargaining unit position, the Employer will notify the Union.



- i. The notice will set forth the reasons for the elimination or reclassification along with a copy of the old and new job description of the job affected.
- ii. If the Union objects to the proposed action, it must notify the Human Resources Director of its objection within twenty (20) days of the date the notice was sent.
- iii. If the Union responds in writing within the twenty (20) day period, the proposed elimination or reclassification will be discussed at the next regularly scheduled Review Committee meeting.
- iv. If the parties cannot resolve the issue within twenty (20) days of the Review Committee, each party will be free to pursue their appropriate remedies.

## **PROMOTIONS**

### Section 17.1. Promotions.

- (a) In order to provide advancement opportunity when vacancies exist, the County will endeavor to supply the Union with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule and rate of pay. The Employer, at its discretion, may make a seven (7) day internal posting of a vacancy within the Department in which a vacancy exists.
- (b) Interested full-time and regular part-time employees may make application for any vacancy within the bargaining units by filing with the Human Resources Department an employment application. Internal applicants will be considered for the positions for which they apply, however, placement and/or advancement shall be at the County's discretion. The County shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The County reserves the right to fill vacancies from outside sources when, in the County's judgment, it is in the best interests of the County to do so.

## **LAYOFF AND RECALL**

Section 18.1. Layoff Definitions. A temporary layoff shall be a layoff from work for a period not to exceed twenty (20) working days. An indefinite layoff shall be a layoff from work for an indefinite period of time in excess of twenty (20) working days.

Section 18.2. Temporary Layoff. In the event of a temporary layoff, employees may be laid off in the classification and department affected notwithstanding employment status or bargaining unit seniority. Whenever possible, employees who are to be laid off shall be given five (5) days notice of the layoff and the return to work date. The employees will remain eligible for all insurance benefits during the time of temporary layoff.

Section 18.3. Indefinite Layoff Procedure. In the event of a reduction in personnel for an indefinite period of time, the County agrees to layoff employees in the employment status, classification and department affected in the following order:

- (a) Irregular, seasonal and temporary employees
- (b) Probationary employees
- (c) Non-probationary employees in the inverse order of bargaining unit seniority (least senior to most senior)
- (d) It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the Employer's business, where particular skill, training and experience is required, bargaining unit seniority need not be followed. Where shifts are involved, employees may be reassigned to other shifts following layoff to balance the workforce.
- (e) "Employment status" shall be defined as full-time or part-time.

Section 18.4. Super Seniority. For purposes of layoff and recall, the Union's President, Vice-President, Secretary/Treasurer, and the four (4) Stewards with the highest bargaining unit seniority shall head the list of their respective classifications during their term of office. The President shall have first seniority rights, then the Vice-President, then the Secretary/Treasurer, and then the four Stewards in order of their bargaining unit seniority. The Union recognizes that the Employer is not obligated to find work for employees eligible for super seniority and that such representatives must have the necessary skill and experience to perform the required work.

Section 18.5. Union Notification of Layoff. The Union will be notified at least fourteen (14) calendar days before implementation of a layoff, unless such layoff is of an emergency nature. If notice of reduction of the workforce is given pursuant to this Section, the Employer, upon request, will meet with the Union to discuss the impact. The employer has no obligation to discuss the layoff decision.

If the County is replacing a currently occupied full-time position with two (2) or more part-time positions, the County will provide the Union twenty (20) days advance notice. On request, the County shall provide the Union the reason for the actions and agrees to meet with the Union, upon request, to discuss the changes or alternatives to the changes.

Section 18.6. Employee Notification of Layoff. Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days advance notice unless such layoff is necessitated by an emergency situation where such advanced notice is not possible.

Section 18.7. Transfer in Lieu of Layoff / Vacancy in Same Classification and Employment Status / Different Department.

- (a) Upon being laid off from his position, Human Resources will transfer an employee to a vacant position in his classification, employment status and pay range within the department or, for the Circuit Court Group, within that Group. If two (2) or more employees are to be laid off, transfer will be based on bargaining unit seniority.
- (b) In the event there are no vacant positions in the employee's classification and employment status at the time of layoff, the employee will be recalled to the first vacant position in his classification, employment status and within the department or, for the Circuit Court Group, within that Group according to bargaining unit seniority.
- (c) If an employee who is to be laid off is offered a transfer in his classification and employment status, the employee may refuse the transfer and accept a layoff. In the event the employee accepts a layoff in lieu of the transfer the employee may only be recalled to his former classification, employment status and department.

Section 18.8. Transfer / Displacement / Same Department.

- (a) In the event there are no vacant positions in the employee's classification and employment status at the time of layoff, the employee may request, within three (3) days of the date of the layoff notice, to exercise his rights under this subsection. The request shall be made in writing or via email to the Department Director with a copy to the Human Resources Department. Provided the employee is able to work the required hours and can perform all of the duties of the work available transfers shall be made in the following order:
  - i. Be transferred to a vacant position, in the employee's current employment status, to a lower job previously held within his department.
  - ii. Be transferred to a vacant position, in the employee's current employment status, to a lower job in the employee's job grouping and department. (See Appendix C for a list of job groupings).
  - iii. Exercise his bargaining unit seniority to displace an employee with less bargaining unit seniority in the employee's current employment status and in a lower job previously held in the employee's department.
  - iv. Exercise his bargaining unit seniority to displace an employee with less bargaining unit seniority in the employee's current employment status and in a lower job in the employee's job grouping and department.

- v. Exercise his bargaining unit seniority to displace an employee with less bargaining unit seniority in another employment status and within his same classification and department.
  - vi. Be transferred to a vacant position, in a different employment status, to a lower job previously held in the employee's department.
  - vii. Be transferred to a vacant position, in a different employment status, to a lower job within the employee's job grouping and department.
- (b) Upon notification of the available transfer, the employee will have three (3) days to accept or decline the transfer. This must be done in writing or via email to his Department Director with a copy to the Human Resources Department.
- (c) If an employee who is to be laid off is offered a transfer under Section 18.8, the employee may refuse the transfer and accept a layoff. In the event the employee accepts a layoff in lieu of transfer the employee may only be recalled to his former classification, employment status and department.
- (d) If an employee is transferred to a lower position he shall be paid at the pay rate for the new classification nearest his current pay rate but not to exceed his current rate. The employee shall be eligible for a step increase in the new classification after six (6) months and every twelve (12) months thereafter until he reaches the top step. The employee will be eligible to be recalled to his former classification and employment status for a period equal to his length of seniority at the time of layoff, but not to exceed twenty-four (24) months.

Section 18.9. Vacancies. It shall be within the sole prerogative of the Employer as to whether a vacancy exists.

Section 18.10. Interviews. An employee on layoff status from the unit may apply for any open position for which the employee may be qualified to perform. The Human Resources Department shall schedule an interview for any open positions for which the employee is qualified and has made application. If an employee applies for a position within the same classification and department division in which the employee previously participated in the interview process, the hiring manager may consider the employee's application without conducting a subsequent interview for a period of time not to exceed six (6) months.

Section 18.11. Recall. An employee who has been involuntarily laid off or who has utilized or been impacted by sections 18.7 and/or 18.8 shall be recalled to his former classification and employment status in the inverse order of layoff from the classification and employment status within the department affected when the work force in the classification and employment status is to be increased, provided the employee has not lost his seniority and provided further the employee can perform all of the essential duties

and hours of the work available.

Section 18.12. Notification of Recall. Notification of recall from indefinite layoff shall be sent by certified mail, return receipt requested to the employee's last known address at least fourteen (14) days prior to the date the employee is to return to work. The notice shall set forth the date the employee is to return to work. If the employee verbally agrees to return to work sooner, the notice will state the agreed upon return to work date. An employee who declines recall or who, in the absence of extenuating circumstances, fails to respond within ten (10) work days of the date the notice was sent shall be presumed to have resigned and his name shall be removed from the seniority list.

Section 18.13. Address and Telephone Number. It shall be the employee's responsibility to notify the Employer of any change in address or telephone number. The employee's address and telephone number as they appear on the Employer's records shall be conclusive.

## MISCELLANEOUS

### Section 19.1. Parking.

- (a) The County accepts the responsibility to provide parking for employees to the extent that such is practical under the circumstance and within reasonable cost parameters. In this regard, the County cannot guarantee parking for employees as a benefit of employment either by contract or as a binding practice but it will use its best efforts to provide employee parking.
- (b) Parking Permits. – The County will issue parking permits for certain employee parking lots. These parking lots are available to County employees, or other eligible employees, on a first come, first served basis. The County does not guarantee the availability of parking to all employees at all times. The use of the parking permit is restricted to County or other eligible employees only. If anyone other than the eligible employee is using the parking permit, parking privileges will be suspended. There is a \$10 refundable security deposit for the parking cards. Lost or stolen cards are also subject to a replacement fee.
- (c) The County is not responsible for damage to or theft from any motor vehicle in the County parking lot. Motor vehicles left in a County parking lot for more than forty-eight (48) consecutive hours, without approval, will be towed and impounded at the owner's expense.

### Section 19.2. Differentials.

- (a) Shift Differential. An employee whose regularly scheduled shift begins at 2:00 P.M. or later shall receive a shift differential of fifty cents (\$0.50) per hour for each hour worked during the shift.

- (b) Weekend Differential. An employee who works a regularly scheduled weekend shift which commences on or after 11:00 P.M. Friday and ends at 7:00 A.M. Monday, shall receive a weekend differential of fifty cents (\$0.50) per hour for all hours worked during such weekend period.
- i. If an employee, as part of his regular forty (40) hour workweek, is scheduled to work on Saturday and/or Sunday, such employee shall be entitled to the weekend differential as provided in Section 19.2(b).
  - ii. Employees who are scheduled to work overtime on a Saturday and/or Sunday shall not be entitled to weekend differential unless such Saturday or Sunday is part of their regular workweek.

Section 19.3. Mileage. Reimbursable mileage shall be at the published IRS rate.

Section 19.4. Dual Employment.

- (a) Before an employee shall begin additional employment other than his regular Employers' position, he shall give three (3) workdays advance written notice to his Senior Judge or Presiding Judge, whichever is applicable, of the perspective job and the duties required. The Employers' Human Resources Director and the Senior Judge or Presiding Judge, whichever is applicable, shall, if possible, advise the employee in writing within five (5) workdays as to whether the additional job would conflict with the employee's employment with the Employers. Notwithstanding the above procedures, no employee shall hold dual employment where such additional employment shall:
- i. create a conflict of interest between the Employers' job and the outside work.
  - ii. work an interference with the employee's regular Employers' work.
  - iii. interfere with the quality or quantity of the employee's regular Employers' work.

This Section does not prohibit County or Court policies on conflicts of interest under Section 3.1. The Human Resources Department will be involved in any such situations.

Section 19.5. Temporary Employees. The County reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 19.6. Medical Evidence. Upon request by the Employer, an employee who applies for or is on a medical leave of absence has the responsibility of establishing by competent and credible evidence that the employee is incapable of performing his work and that such leave is warranted. Failure to satisfy this requirement shall be grounds for denying or terminating such leave.

Section 19.7. Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an employer-approved, supervised substance abuse treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the substance abuse treatment program as prescribed, and (3) the employee remains free of drugs/alcohol use and strictly complies with the Employer’s drug free program. This Section does not preclude discipline for a policy violation occurring before the voluntary disclosure (e.g. misconduct, working under the influence, possession or distribution in violation of law or policy, etc.).

Section 19.8. Joint Safety Committee.

- (a) In recognition of the joint obligation to provide a safe, healthful and secure working environment, the County and the Union agree to the establishment of a Joint Safety Committee consisting of four (4) members of the County staff and four (4) members of the TPOAM.
- (b) The committee shall have authority to investigate hazardous or unsafe working conditions and make joint recommendations for remedial action.
- (c) The committee shall meet on a minimum quarterly basis. Union members of said committee shall be compensated at their regular rate of pay for time required for meetings and/or investigations.

Section 19.9. Rules and Regulations. The Employer reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement. The Union may grieve the reasonableness of any rule or regulation by filing a grievance within ten (10) working days following receipt of notice of the rule or regulation. An employee may file a grievance in accordance with the grievance procedure regarding the application of the rule to him.

Section 19.10. Payment of Compensatory Time. If an employee terminates his employment or retires during the term of the Agreement, all accumulated compensatory time recorded in Fiscal Services will be paid to the employee.

Section 19.11. Longevity Compensation. There is established, for all classes of classified positions in the County service, a schedule of Longevity Compensation Rates, separate from the regular compensation schedule, as follows and which longevity payment is made on December 15.

<b><u>Step</u></b>	<b><u>Yrs. Service on or Before Oct. 1 Ea. Yr.</u></b>	<b><u>% Used But Not on Base in Excess of \$6,000</u></b>
1	6	2%
2	11	4%
3	16	6%

4	21	8%
5	26	10%

This longevity benefit shall be frozen at the level established on October 1, 1988. All employees who were not eligible for longevity on October 1, 1988 and all newly hired employees shall not receive longevity benefits.

Section 19.12. Weather Emergency. Employees who are unable to report to work on their regularly scheduled shift because of severe weather or other conditions which interfere with access to their work sites may use accumulated vacation leave or paid time off to cover their absences. Employees who do not have sufficient accumulated vacation or paid time off hours to cover their absences will not be paid for the time absent.

Section 19.13. Facility Closure. If a situation arises that causes facilities to close, the employees affected will have the option of using vacation, paid time off, or leave without pay.

Section 19.14. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 19.15. Savings Clause. Should any part of this Agreement be rendered or decreed invalid by reason of any existing or new legislation, or by decree of a Court of competent jurisdiction, such invalidation of any part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event that a part of this Agreement is rendered or decreed invalid in the manner described above, the parties agree to meet and discuss the impact, if any, such determination(s) may have on administering the provisions of the Agreement.

Section 19.16. Gender. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender and vice versa.

Section 19.17. Letters of Understanding. Attached as Appendix D and incorporated herein, are certain supplemental agreements, called "Letters of Understanding" between the parties which are to remain in effect for the duration of this Agreement.

Section 19.18. Subcontracting. While it is not the intent of the County to erode the current Union membership, Section 3.1 of this Agreement affirms the right of the Employer to subcontract work normally performed by bargaining unit employees. Prior to subcontracting work normally performed by bargaining unit employees, the Employer will provide the Union ten (10) days written notice of the intent to subcontract and an opportunity for the Union to present the County with alternatives to subcontracting.

Section 19.19. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. 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 County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or 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.

Section 19.20. Email Notices. Email notice shall suffice as alternative written notice under provisions of this Agreement calling for written notice, provided that receipt of the email is confirmed.

Section 19.21. Emergency Manager. An Emergency Manager appointed under the Local Financial Stability and Choice Act may reject, modify or terminate this collective bargaining agreement as provided within the Local Financial Stability and choice Act 2012 PA 436, MCL 141.1541 to 141.1575.

## DURATION

Section 20.1. Termination. This Agreement, including its appendices, shall remain in force until midnight, December 31, 2023 and thereafter for successive periods of one (1) year unless either party shall, on or before the 60<sup>th</sup> 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 or 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 amendment proposed by either party have been disposed of by agreement or by the party proposing amendment, modification, negotiation, change or any combination thereof.

Section 20.2. Reopening. Either party may reopen this Agreement during 2021, only with regard to Section 16.1 and Appendix A for 2022 and 2023, by giving advance written notice to the other party as provided in this Section. Such written notice must be given not later than July 15, 2021. If such notice is given, the parties will negotiate during the period from August 1, 2021 to October 31, 2021. Any tentatively agreed changes must be ratified by the Union, and submitted by the County Human Resources Department for consideration on the County Board of Commissioners agenda, not later than 30 days after the end of the above negotiation period.

Section 20.3. Reopening Negotiations. If this Agreement is reopened under Section 20.2, each party will have the same rights as in negotiations for a renewal agreement at the end of the term of this Agreement, except that negotiations, and the County's right to make a unilateral change in the event of impasse in the negotiations under Section 20.2 will be limited to wages under Section 16 and Appendix A.

TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF  
MICHIGAN

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Business Agent

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17TH JUDICIAL CIRCUIT COURT

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Chief Judge

PROBATE COURT FOR THE COUNTY OF  
KENT

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Chief Judge

63<sup>RD</sup> DISTRICT COURT FOR THE  
COUNTY OF KENT

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Chief Judge

COUNTY OF KENT

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APPENDIX A-1  
Subject to Section 16

**2019**

12/31/2018

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$12.49	\$999.20	\$25,979.20	7G	\$15.90	\$1,272.00	\$33,072.00
7B/ 8A	\$12.97	\$1,037.60	\$26,977.60	8G	\$16.56	\$1,324.80	\$34,444.80
7C/ 8B/ 9A	\$13.40	\$1,072.00	\$27,872.00	9G	\$17.07	\$1,365.60	\$35,505.60
7D/ 8C/ 9B/10A	\$13.86	\$1,108.80	\$28,828.80	10G	\$17.80	\$1,424.00	\$37,024.00
7E/ 8D/ 9C/10B/11A	\$14.45	\$1,156.00	\$30,056.00	11G	\$18.50	\$1,480.00	\$38,480.00
7F/ 8E/ 9D/10C/11B/12A	\$14.92	\$1,193.60	\$31,033.60	12G	\$19.38	\$1,550.40	\$40,310.40
8F/ 9E/10D/11C/12B/13A	\$15.57	\$1,245.60	\$32,385.60	13G	\$20.20	\$1,616.00	\$42,016.00
9F/10E/11D/12C/13B/14A	\$16.15	\$1,292.00	\$33,592.00	14G	\$21.21	\$1,696.80	\$44,116.80
10F/11E/12D/13C/14B/15A	\$16.73	\$1,338.40	\$34,798.40	15G	\$22.11	\$1,768.80	\$45,988.80
11F/12E/13D/14C/15B/16A	\$17.49	\$1,399.20	\$36,379.20	16G	\$23.07	\$1,845.60	\$47,985.60
12F/13E/14D/15C/16B/17A	\$18.27	\$1,461.60	\$38,001.60	17G	\$24.16	\$1,932.80	\$50,252.80
13F/14E/15D/16C/17B/18A	\$19.03	\$1,522.40	\$39,582.40	18G	\$25.31	\$2,024.80	\$52,644.80
14F/15E/16D/17C/18B/19A	\$19.78	\$1,582.40	\$41,142.40	19G	\$26.51	\$2,120.80	\$55,140.80
15F/16E/17D/18C/19B/20A	\$20.77	\$1,661.60	\$43,201.60	20G	\$27.76	\$2,220.80	\$57,740.80
16F/17E/18D/19C/20B/21A	\$21.73	\$1,738.40	\$45,198.40	21G	\$29.14	\$2,331.20	\$60,611.20
17F/18E/19D/20C/21B/22A	\$22.62	\$1,809.60	\$47,049.60	22G	\$30.45	\$2,436.00	\$63,336.00
18F/19E/20D/21C/22B/23A	\$23.75	\$1,900.00	\$49,400.00	23G	\$31.88	\$2,550.40	\$66,310.40
19F/20E/21D/22C/23B/24A	\$24.91	\$1,992.80	\$51,812.80	24G	\$33.35	\$2,668.00	\$69,368.00
20F/21E/22D/23C/24B/25A	\$26.01	\$2,080.80	\$54,100.80	25G	\$34.85	\$2,788.00	\$72,488.00
21F/22E/23D/24C/25B/26A	\$27.25	\$2,180.00	\$56,680.00	26G	\$36.56	\$2,924.80	\$76,044.80
22F/23E/24D/25C/26B/27A	\$28.61	\$2,288.80	\$59,508.80	27G	\$38.22	\$3,057.60	\$79,497.60
23F/24E/25D/26C/27B/28A	\$29.90	\$2,392.00	\$62,192.00	28G	\$39.77	\$3,181.60	\$82,721.60
24F/25E/26D/27C/28B/29A	\$31.32	\$2,505.60	\$65,145.60	29G	\$41.68	\$3,334.40	\$86,694.40
25F/26E/27D/28C/29B/30A	\$32.77	\$2,621.60	\$68,161.60	30G	\$43.51	\$3,480.80	\$90,500.80
26F/27E/28D/29C/30B	\$34.27	\$2,741.60	\$71,281.60				
27F/28E/29D/30C	\$35.94	\$2,875.20	\$74,755.20				
28F/29E/30D	\$37.46	\$2,996.80	\$77,916.80				
29F/30E	\$39.07	\$3,125.60	\$81,265.60				
30F	\$40.93	\$3,274.40	\$85,134.40				

2020

12/30/2019

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$12.80	\$1,024.00	\$26,624.00	7G	\$16.30	\$1,304.00	\$33,904.00
7B/ 8A	\$13.29	\$1,063.20	\$27,643.20	8G	\$16.97	\$1,357.60	\$35,297.60
7C/ 8B/ 9A	\$13.74	\$1,099.20	\$28,579.20	9G	\$17.50	\$1,400.00	\$36,400.00
7D/ 8C/ 9B/10A	\$14.21	\$1,136.80	\$29,556.80	10G	\$18.25	\$1,460.00	\$37,960.00
7E/ 8D/ 9C/10B/11A	\$14.81	\$1,184.80	\$30,804.80	11G	\$18.96	\$1,516.80	\$39,436.80
7F/ 8E/ 9D/10C/11B/12A	\$15.29	\$1,223.20	\$31,803.20	12G	\$19.86	\$1,588.80	\$41,308.80
8F/ 9E/10D/11C/12B/13A	\$15.96	\$1,276.80	\$33,196.80	13G	\$20.71	\$1,656.80	\$43,076.80
9F/10E/11D/12C/13B/14A	\$16.55	\$1,324.00	\$34,424.00	14G	\$21.74	\$1,739.20	\$45,219.20
10F/11E/12D/13C/14B/15A	\$17.15	\$1,372.00	\$35,672.00	15G	\$22.66	\$1,812.80	\$47,132.80
11F/12E/13D/14C/15B/16A	\$17.93	\$1,434.40	\$37,294.40	16G	\$23.65	\$1,892.00	\$49,192.00
12F/13E/14D/15C/16B/17A	\$18.73	\$1,498.40	\$38,958.40	17G	\$24.76	\$1,980.80	\$51,500.80
13F/14E/15D/16C/17B/18A	\$19.51	\$1,560.80	\$40,580.80	18G	\$25.94	\$2,075.20	\$53,955.20
14F/15E/16D/17C/18B/19A	\$20.27	\$1,621.60	\$42,161.60	19G	\$27.17	\$2,173.60	\$56,513.60
15F/16E/17D/18C/19B/20A	\$21.29	\$1,703.20	\$44,283.20	20G	\$28.45	\$2,276.00	\$59,176.00
16F/17E/18D/19C/20B/21A	\$22.27	\$1,781.60	\$46,321.60	21G	\$29.87	\$2,389.60	\$62,129.60
17F/18E/19D/20C/21B/22A	\$23.19	\$1,855.20	\$48,235.20	22G	\$31.21	\$2,496.80	\$64,916.80
18F/19E/20D/21C/22B/23A	\$24.34	\$1,947.20	\$50,627.20	23G	\$32.68	\$2,614.40	\$67,974.40
19F/20E/21D/22C/23B/24A	\$25.53	\$2,042.40	\$53,102.40	24G	\$34.18	\$2,734.40	\$71,094.40
20F/21E/22D/23C/24B/25A	\$26.66	\$2,132.80	\$55,452.80	25G	\$35.72	\$2,857.60	\$74,297.60
21F/22E/23D/24C/25B/26A	\$27.93	\$2,234.40	\$58,094.40	26G	\$37.47	\$2,997.60	\$77,937.60
22F/23E/24D/25C/26B/27A	\$29.33	\$2,346.40	\$61,006.40	27G	\$39.18	\$3,134.40	\$81,494.40
23F/24E/25D/26C/27B/28A	\$30.65	\$2,452.00	\$63,752.00	28G	\$40.76	\$3,260.80	\$84,780.80
24F/25E/26D/27C/28B/29A	\$32.10	\$2,568.00	\$66,768.00	29G	\$42.72	\$3,417.60	\$88,857.60
25F/26E/27D/28C/29B/30A	\$33.59	\$2,687.20	\$69,867.20	30G	\$44.60	\$3,568.00	\$92,768.00
26F/27E/28D/29C/30B	\$35.13	\$2,810.40	\$73,070.40				
27F/28E/29D/30C	\$36.84	\$2,947.20	\$76,627.20				
28F/29E/30D	\$38.40	\$3,072.00	\$79,872.00				
29F/30E	\$40.05	\$3,204.00	\$83,304.00				
30F	\$41.95	\$3,356.00	\$87,256.00				

## 2021

12/28/2020

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$13.12	\$1,049.60	\$27,289.60	7G	\$16.71	\$1,336.80	\$34,756.80
7B/ 8A	\$13.62	\$1,089.60	\$28,329.60	8G	\$17.39	\$1,391.20	\$36,171.20
7C/ 8B/ 9A	\$14.08	\$1,126.40	\$29,286.40	9G	\$17.94	\$1,435.20	\$37,315.20
7D/ 8C/ 9B/10A	\$14.57	\$1,165.60	\$30,305.60	10G	\$18.71	\$1,496.80	\$38,916.80
7E/ 8D/ 9C/10B/11A	\$15.18	\$1,214.40	\$31,574.40	11G	\$19.43	\$1,554.40	\$40,414.40
7F/ 8E/ 9D/10C/11B/12A	\$15.67	\$1,253.60	\$32,593.60	12G	\$20.36	\$1,628.80	\$42,348.80
8F/ 9E/10D/11C/12B/13A	\$16.36	\$1,308.80	\$34,028.80	13G	\$21.23	\$1,698.40	\$44,158.40
9F/10E/11D/12C/13B/14A	\$16.96	\$1,356.80	\$35,276.80	14G	\$22.28	\$1,782.40	\$46,342.40
10F/11E/12D/13C/14B/15A	\$17.58	\$1,406.40	\$36,566.40	15G	\$23.23	\$1,858.40	\$48,318.40
11F/12E/13D/14C/15B/16A	\$18.38	\$1,470.40	\$38,230.40	16G	\$24.24	\$1,939.20	\$50,419.20
12F/13E/14D/15C/16B/17A	\$19.20	\$1,536.00	\$39,936.00	17G	\$25.38	\$2,030.40	\$52,790.40
13F/14E/15D/16C/17B/18A	\$20.00	\$1,600.00	\$41,600.00	18G	\$26.59	\$2,127.20	\$55,307.20
14F/15E/16D/17C/18B/19A	\$20.78	\$1,662.40	\$43,222.40	19G	\$27.85	\$2,228.00	\$57,928.00
15F/16E/17D/18C/19B/20A	\$21.82	\$1,745.60	\$45,385.60	20G	\$29.16	\$2,332.80	\$60,652.80
16F/17E/18D/19C/20B/21A	\$22.83	\$1,826.40	\$47,486.40	21G	\$30.62	\$2,449.60	\$63,689.60
17F/18E/19D/20C/21B/22A	\$23.77	\$1,901.60	\$49,441.60	22G	\$31.99	\$2,559.20	\$66,539.20
18F/19E/20D/21C/22B/23A	\$24.95	\$1,996.00	\$51,896.00	23G	\$33.50	\$2,680.00	\$69,680.00
19F/20E/21D/22C/23B/24A	\$26.17	\$2,093.60	\$54,433.60	24G	\$35.03	\$2,802.40	\$72,862.40
20F/21E/22D/23C/24B/25A	\$27.33	\$2,186.40	\$56,846.40	25G	\$36.61	\$2,928.80	\$76,148.80
21F/22E/23D/24C/25B/26A	\$28.63	\$2,290.40	\$59,550.40	26G	\$38.41	\$3,072.80	\$79,892.80
22F/23E/24D/25C/26B/27A	\$30.06	\$2,404.80	\$62,524.80	27G	\$40.16	\$3,212.80	\$83,532.80
23F/24E/25D/26C/27B/28A	\$31.42	\$2,513.60	\$65,353.60	28G	\$41.78	\$3,342.40	\$86,902.40
24F/25E/26D/27C/28B/29A	\$32.90	\$2,632.00	\$68,432.00	29G	\$43.79	\$3,503.20	\$91,083.20
25F/26E/27D/28C/29B/30A	\$34.43	\$2,754.40	\$71,614.40	30G	\$45.72	\$3,657.60	\$95,097.60
26F/27E/28D/29C/30B	\$36.01	\$2,880.80	\$74,900.80				
27F/28E/29D/30C	\$37.76	\$3,020.80	\$78,540.80				
28F/29E/30D	\$39.36	\$3,148.80	\$81,868.80				
29F/30E	\$41.05	\$3,284.00	\$85,384.00				
30F	\$43.00	\$3,440.00	\$89,440.00				

## 2022 Amended Wage Scale

12/27/2021								
	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual	
7A	\$13.45	\$1,076.00	\$27,976.00	7G	\$17.13	\$1,370.40	\$35,630.40	
7B/ 8A	\$13.96	\$1,116.80	\$29,036.80	8G	\$17.82	\$1,425.60	\$37,065.60	
7C/ 8B/ 9A	\$14.43	\$1,154.40	\$30,014.40	9G	\$18.39	\$1,471.20	\$38,251.20	
7D/ 8C/ 9B/10A	\$14.93	\$1,194.40	\$31,054.40	10G	\$19.18	\$1,534.40	\$39,894.40	
7E/ 8D/ 9C/10B/11A	\$15.56	\$1,244.80	\$32,364.80	11G	\$19.92	\$1,593.60	\$41,433.60	
7F/ 8E/ 9D/10C/11B/12A	\$16.06	\$1,284.80	\$33,404.80	12G	\$20.87	\$1,669.60	\$43,409.60	
8F/ 9E/10D/11C/12B/13A	\$16.77	\$1,341.60	\$34,881.60	13G	\$21.76	\$1,740.80	\$45,260.80	
9F/10E/11D/12C/13B/14A	\$17.38	\$1,390.40	\$36,150.40	14G	\$22.84	\$1,827.20	\$47,507.20	
10F/11E/12D/13C/14B/15A	\$18.02	\$1,441.60	\$37,481.60	15G	\$23.81	\$1,904.80	\$49,524.80	
11F/12E/13D/14C/15B/16A	\$18.84	\$1,507.20	\$39,187.20	16G	\$24.85	\$1,988.00	\$51,688.00	
12F/13E/14D/15C/16B/17A	\$19.68	\$1,574.40	\$40,934.40	17G	\$26.01	\$2,080.80	\$54,100.80	
13F/14E/15D/16C/17B/18A	\$20.50	\$1,640.00	\$42,640.00	18G	\$27.25	\$2,180.00	\$56,680.00	
14F/15E/16D/17C/18B/19A	\$21.30	\$1,704.00	\$44,304.00	19G	\$28.55	\$2,284.00	\$59,384.00	
15F/16E/17D/18C/19B/20A	\$22.37	\$1,789.60	\$46,529.60	20G	\$29.89	\$2,391.20	\$62,171.20	
16F/17E/18D/19C/20B/21A	\$23.40	\$1,872.00	\$48,672.00	21G	\$31.39	\$2,511.20	\$65,291.20	
17F/18E/19D/20C/21B/22A	\$24.36	\$1,948.80	\$50,668.80	22G	\$32.79	\$2,623.20	\$68,203.20	
18F/19E/20D/21C/22B/23A	\$25.57	\$2,045.60	\$53,185.60	23G	\$34.34	\$2,747.20	\$71,427.20	
19F/20E/21D/22C/23B/24A	\$26.82	\$2,145.60	\$55,785.60	24G	\$35.91	\$2,872.80	\$74,692.80	
20F/21E/22D/23C/24B/25A	\$28.01	\$2,240.80	\$58,260.80	25G	\$37.53	\$3,002.40	\$78,062.40	
21F/22E/23D/24C/25B/26A	\$29.35	\$2,348.00	\$61,048.00	26G	\$39.37	\$3,149.60	\$81,889.60	
22F/23E/24D/25C/26B/27A	\$30.81	\$2,464.80	\$64,084.80	27G	\$41.16	\$3,292.80	\$85,612.80	
23F/24E/25D/26C/27B/28A	\$32.21	\$2,576.80	\$66,996.80	28G	\$42.82	\$3,425.60	\$89,065.60	
24F/25E/26D/27C/28B/29A	\$33.72	\$2,697.60	\$70,137.60	29G	\$44.88	\$3,590.40	\$93,350.40	
25F/26E/27D/28C/29B/30A	\$35.29	\$2,823.20	\$73,403.20	30G	\$46.86	\$3,748.80	\$97,468.80	
26F/27E/28D/29C/30B	\$36.91	\$2,952.80	\$76,772.80					
27F/28E/29D/30C	\$38.70	\$3,096.00	\$80,496.00					
28F/29E/30D	\$40.34	\$3,227.20	\$83,907.20					
29F/30E	\$42.08	\$3,366.40	\$87,526.40					
30F	\$44.08	\$3,526.40	\$91,686.40					

## 2023 Amended Wage Scale

12/26/2022								
	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual	
7A	\$13.79	\$1,103.20	\$28,683.20	7G	\$17.56	\$1,404.80	\$36,524.80	
7B/ 8A	\$14.31	\$1,144.80	\$29,764.80	8G	\$18.27	\$1,461.60	\$38,001.60	
7C/ 8B/ 9A	\$14.79	\$1,183.20	\$30,763.20	9G	\$18.85	\$1,508.00	\$39,208.00	
7D/ 8C/ 9B/10A	\$15.30	\$1,224.00	\$31,824.00	10G	\$19.66	\$1,572.80	\$40,892.80	
7E/ 8D/ 9C/10B/11A	\$15.95	\$1,276.00	\$33,176.00	11G	\$20.42	\$1,633.60	\$42,473.60	
7F/ 8E/ 9D/10C/11B/12A	\$16.46	\$1,316.80	\$34,236.80	12G	\$21.39	\$1,711.20	\$44,491.20	
8F/ 9E/10D/11C/12B/13A	\$17.19	\$1,375.20	\$35,755.20	13G	\$22.30	\$1,784.00	\$46,384.00	
9F/10E/11D/12C/13B/14A	\$17.81	\$1,424.80	\$37,044.80	14G	\$23.41	\$1,872.80	\$48,692.80	
10F/11E/12D/13C/14B/15A	\$18.47	\$1,477.60	\$38,417.60	15G	\$24.41	\$1,952.80	\$50,772.80	
11F/12E/13D/14C/15B/16A	\$19.31	\$1,544.80	\$40,164.80	16G	\$25.47	\$2,037.60	\$52,977.60	
12F/13E/14D/15C/16B/17A	\$20.17	\$1,613.60	\$41,953.60	17G	\$26.66	\$2,132.80	\$55,452.80	
13F/14E/15D/16C/17B/18A	\$21.01	\$1,680.80	\$43,700.80	18G	\$27.93	\$2,234.40	\$58,094.40	
14F/15E/16D/17C/18B/19A	\$21.83	\$1,746.40	\$45,406.40	19G	\$29.26	\$2,340.80	\$60,860.80	
15F/16E/17D/18C/19B/20A	\$22.93	\$1,834.40	\$47,694.40	20G	\$30.64	\$2,451.20	\$63,731.20	
16F/17E/18D/19C/20B/21A	\$23.99	\$1,919.20	\$49,899.20	21G	\$32.17	\$2,573.60	\$66,913.60	
17F/18E/19D/20C/21B/22A	\$24.97	\$1,997.60	\$51,937.60	22G	\$33.61	\$2,688.80	\$69,908.80	
18F/19E/20D/21C/22B/23A	\$26.21	\$2,096.80	\$54,516.80	23G	\$35.20	\$2,816.00	\$73,216.00	
19F/20E/21D/22C/23B/24A	\$27.49	\$2,199.20	\$57,179.20	24G	\$36.81	\$2,944.80	\$76,564.80	
20F/21E/22D/23C/24B/25A	\$28.71	\$2,296.80	\$59,716.80	25G	\$38.47	\$3,077.60	\$80,017.60	
21F/22E/23D/24C/25B/26A	\$30.08	\$2,406.40	\$62,566.40	26G	\$40.35	\$3,228.00	\$83,928.00	
22F/23E/24D/25C/26B/27A	\$31.58	\$2,526.40	\$65,686.40	27G	\$42.19	\$3,375.20	\$87,755.20	
23F/24E/25D/26C/27B/28A	\$33.02	\$2,641.60	\$68,681.60	28G	\$43.89	\$3,511.20	\$91,291.20	
24F/25E/26D/27C/28B/29A	\$34.56	\$2,764.80	\$71,884.80	29G	\$46.00	\$3,680.00	\$95,680.00	
25F/26E/27D/28C/29B/30A	\$36.17	\$2,893.60	\$75,233.60	30G	\$48.03	\$3,842.40	\$99,902.40	
26F/27E/28D/29C/30B	\$37.83	\$3,026.40	\$78,686.40					
27F/28E/29D/30C	\$39.67	\$3,173.60	\$82,513.60					
28F/29E/30D	\$41.35	\$3,308.00	\$86,008.00					
29F/30E	\$43.13	\$3,450.40	\$89,710.40					
30F	\$45.18	\$3,614.40	\$93,974.40					

## 2023 Wage Scale as Amended December 26, 2023

2023

12/26/2022

	Hourly	Bi-weekly	Annual		Hourly	Bi-weekly	Annual
7A	\$13.99	\$1,119.20	\$29,099.20	7G	\$17.82	\$1,425.60	\$37,065.60
7B/ 8A	\$14.52	\$1,161.60	\$30,201.60	8G	\$18.53	\$1,482.40	\$38,542.40
7C/ 8B/ 9A	\$15.01	\$1,200.80	\$31,220.80	9G	\$19.13	\$1,530.40	\$39,790.40
7D/ 8C/ 9B/10A	\$15.53	\$1,242.40	\$32,302.40	10G	\$19.95	\$1,596.00	\$41,496.00
7E/ 8D/ 9C/10B/11A	\$16.18	\$1,294.40	\$33,654.40	11G	\$20.72	\$1,657.60	\$43,097.60
7F/ 8E/ 9D/10C/11B/12A	\$16.70	\$1,336.00	\$34,736.00	12G	\$21.70	\$1,736.00	\$45,136.00
8F/ 9E/10D/11C/12B/13A	\$17.44	\$1,395.20	\$36,275.20	13G	\$22.63	\$1,810.40	\$47,070.40
9F/10E/11D/12C/13B/14A	\$18.08	\$1,446.40	\$37,606.40	14G	\$23.75	\$1,900.00	\$49,400.00
10F/11E/12D/13C/14B/15A	\$18.74	\$1,499.20	\$38,979.20	15G	\$24.76	\$1,980.80	\$51,500.80
11F/12E/13D/14C/15B/16A	\$19.59	\$1,567.20	\$40,747.20	16G	\$25.84	\$2,067.20	\$53,747.20
12F/13E/14D/15C/16B/17A	\$20.47	\$1,637.60	\$42,577.60	17G	\$27.05	\$2,164.00	\$56,264.00
13F/14E/15D/16C/17B/18A	\$21.32	\$1,705.60	\$44,345.60	18G	\$28.34	\$2,267.20	\$58,947.20
14F/15E/16D/17C/18B/19A	\$22.15	\$1,772.00	\$46,072.00	19G	\$29.69	\$2,375.20	\$61,755.20
15F/16E/17D/18C/19B/20A	\$23.26	\$1,860.80	\$48,380.80	20G	\$31.09	\$2,487.20	\$64,667.20
16F/17E/18D/19C/20B/21A	\$24.34	\$1,947.20	\$50,627.20	21G	\$32.65	\$2,612.00	\$67,912.00
17F/18E/19D/20C/21B/22A	\$25.33	\$2,026.40	\$52,686.40	22G	\$34.10	\$2,728.00	\$70,928.00
18F/19E/20D/21C/22B/23A	\$26.59	\$2,127.20	\$55,307.20	23G	\$35.71	\$2,856.80	\$74,276.80
19F/20E/21D/22C/23B/24A	\$27.89	\$2,231.20	\$58,011.20	24G	\$37.35	\$2,988.00	\$77,688.00
20F/21E/22D/23C/24B/25A	\$29.13	\$2,330.40	\$60,590.40	25G	\$39.03	\$3,122.40	\$81,182.40
21F/22E/23D/24C/25B/26A	\$30.52	\$2,441.60	\$63,481.60	26G	\$40.94	\$3,275.20	\$85,155.20
22F/23E/24D/25C/26B/27A	\$32.04	\$2,563.20	\$66,643.20	27G	\$42.81	\$3,424.80	\$89,044.80
23F/24E/25D/26C/27B/28A	\$33.50	\$2,680.00	\$69,680.00	28G	\$44.53	\$3,562.40	\$92,622.40
24F/25E/26D/27C/28B/29A	\$35.07	\$2,805.60	\$72,945.60	29G	\$46.68	\$3,734.40	\$97,094.40
25F/26E/27D/28C/29B/30A	\$36.70	\$2,936.00	\$76,336.00	30G	\$48.73	\$3,898.40	\$101,358.40
26F/27E/28D/29C/30B	\$38.39	\$3,071.20	\$79,851.20				
27F/28E/29D/30C	\$40.25	\$3,220.00	\$83,720.00				
28F/29E/30D	\$41.95	\$3,356.00	\$87,256.00				
29F/30E	\$43.76	\$3,500.80	\$91,020.80				
30F	\$45.84	\$3,667.20	\$95,347.20				



<b>APPENDIX A-2, subject to Section 16 Job Classification:</b>	<b>Pay Grade If Hired Before 7/1/2016</b>	<b>Pay Grade If Hired On or After 7/1/2016</b>
Account Clerk I	17	15
Account Clerk II	19	16
Account Clerk III	21	18
Accountant	23	21
Adult Probation Officer	—	24
Caseworker Assistant	19	17
Caseworker I-FOC	23	22
Caseworker II-FOC	24	23
Caseworker-Community Service	23	22
Circuit Court Clerk	19	17
Clerk I	12	11
Clerk II	15	13
Clerk III	18	17
Clerk Typist I	12	11
Clerk Typist II	15	13
Collections Clerk I	17	15
Collections Clerk II	19	16
Collections Clerk III	21	18
Community Svc/Work Crew Supvr	19	17
Cook I	15	12
Court Clerk/Legal Clerk	17	16
Docket Clerk	17	15
Judicial Clerk		19
Juvenile Probation Officer	—	24
Mediator/Evaluator-FOC	25	24
Probate Court Clerk	19	17
Senior Docket Clerk	18	17
Surveillance Officer	18	17
Youth Specialist	18	17

The following positions will be grandfathered effective July 1, 2016 and reclassified once vacated.

- Accountant
- Adult Probation Officer I
- Adult Probation Officer II\*
- Court Recorder
- Juvenile Probation Officer Spec
- Juvenile Probation Officer I
- Juvenile Probation Officer II\*
- Juvenile Probation Officer III\*

\*Employees hired before July 1, 2016 may still advance to these levels per Department policy.

<b>Appendix B</b>	<b>PPO Plan</b>	<b>HMO Plan</b>
Office Visit PCP		
· In Network	\$25	\$20
· In Network Specialist	\$25	\$40
· Out of Network	Ded./Coins.	
Wellness		
· In Network	100% Covered	100% Covered
· Out of Network	Ded./Coins.	
Emergency Room Copay	\$125	\$100
Individual Deductible		
· In Network	\$300	\$250
· Out of Network	\$600	
Family Deductible		
· In Network	\$600	\$500
· Out of Network	\$1,200	
Coinsurance		
· In Network	85%	90%
· Out of Network	65%	
Individual Annual Out-of-Pocket Maximum***		
· In Network***	\$3,150***	\$3,150***
· Out of Network***	\$6,300***	
Family Annual Out-of-Pocket Maximum***		
· In Network***	\$6,300***	\$6,300***
· Out of Network***	\$12,600***	

<b>Prescription Plan</b>	
Deductible	None
Annual Out-of-Pocket Maximum***	
· Individual***	\$4,200***
· Family ***	\$8,400***
Coinsurance/ Copays	
· Generic	\$15
· Generic for treatment of diabetes or hypertension	\$0
· Brand Name-Formulary	\$25
· Brand Name- Non-Formulary	\$45
· 90 day co-pay for Maintenance Drugs	2X Co-pay for 90 Day Supply

\*\*\*ACA Out-of-Pocket Maximums are subject to indexing annually and include employee cost towards: Deductible, Co-pays and Coinsurance. Total combined employee costs for medical and prescriptions cannot exceed Federal Annual limit.- Adjusted Annually.

**APPENDIX C  
JOB GROUPINGS**

Pursuant to section 18.8 the following is a list of job groupings. Not all job classifications/positions qualify for inclusion in a job grouping. A list of departments and the corresponding bargaining unit they are a part of has been included to aid in interpreting this section of the contract.

Please note, not all positions are part of a job grouping and not every position in a job grouping is represented in every department.

To displace an employee, an individual must meet all of the requirements of the classification at the time of layoff (i.e., typing speed, possession of appropriate professional certification, etc.).

**Departments**

Probate Court

63rd District Court

17th Circuit Court (including Court Services and Community Corrections) \*\*

Friend of the Court \*\*

Juvenile Detention \*\*

County Clerk – Courthouse (referred to in Section 1.1 as “Hall of Justice Clerks”)\*\*

\* \* These four Departments are referred to together in some sections of this agreement as the “Circuit Court Group”.

**Job Groupings are as follows:**

**Job Classification**

<b>For Employees hired before July 1, 2016</b>	<b>For Employees hired on or after July 1, 2016</b>
Accountant	Accountant
Account Clerk III	Account Clerk III
Account Clerk II	Account Clerk II
Account Clerk I	Account Clerk I
Adult Probation Officer II	
Adult Probation Officer I	
Mediator/Evaluator-FOC	Mediator/Evaluator-FOC
Caseworker II-FOC	Caseworker II-FOC
Caseworker Community Service or Caseworker I-FOC	Caseworker Community Service or Caseworker I-FOC
Caseworker Assistant	Caseworker Assistant

<b>For Employees hired before July 1, 2016</b>	<b>For Employees hired on or after July 1, 2016</b>
Circuit Court Clerk or Probate Court Clerk	Judicial Clerk
Clerk III	Circuit Court Clerk or Clerk III or Probate Court Clerk Or Senior Docket Clerk
Clerk III or Senior Docket Clerk	Court Clerk/Legal Clerk
Court Clerk/Legal Clerk or Docket Clerk	Client Services Representative or Docket Clerk
Clerk II or Clerk Typist II or Client Services Representative	Clerk II or Clerk Typist II
Clerk I or Clerk Typist I	Clerk I or Clerk Typist I
Collections Clerk III	Collections Clerk III
Collections Clerk II	Collections Clerk II
Collections Clerk I	Collections Clerk I
Juvenile Probation Officer I	Juvenile Probation Officer
Juvenile Probation Officer II	Surveillance Officer
Juvenile Probation Officer I	
Surveillance Officer	

**APPENDIX D**  
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## LETTER OF UNDERSTANDING

Subject: Juvenile Detention – Youth Specialist Overtime

Kent County Juvenile Detention (hereinafter referred to as Employer) and UAW local 2600 (hereinafter referred to as Union) as follows:

1. Employees shall work reasonable amounts of overtime when requested by the Employer in accordance with the procedures provided herein.
2. The parties agree that overtime necessitated by unscheduled work will be distributed in the following manner:
  - A. The Employer will maintain an overtime calendar/log book.
  - B. The calendar/log book will be placed in an area which is accessible to both supervisor and Union member.
  - C. Employees may sign up with their name and date of hire for available overtime which may arise in any pay period and shift which they feel they are available.
  - D. In the event the Employer is aware of the need for overtime, overtime will be awarded as follows:
    - (1) The Employer will first attempt to call those employees who have signed the voluntary overtime list. First priority will be given to those employees on the voluntary overtime list who are presently working and who are available to work a double shift, starting with the most senior person.
    - (2) Second, the Employer will call other employees on the list starting with the most senior person.
    - (3) An employee who has been offered the opportunity to work and has worked overtime shall move to the bottom of the list and overtime shall subsequently be offered on a rotating basis according to the list.
    - (4) Error in providing employees with an equal opportunity to work overtime will be corrected by providing the employee involved with the first opportunity to work the next overtime shift.
    - (5) If the employer is unable to secure anyone from the voluntary overtime list, the Employer will ask employees who are presently working that have not signed up for voluntary overtime if they want to work the overtime. If an employee agrees to work, he or she will work the double shift.
    - (6) If there are no volunteers for overtime the Employer will call in irregular part-time employees to work.
    - (7) If the Employer is unable to secure a sufficient number of irregular part-time employees to work, the Employer will then require an employee presently working to work a double shift. The mandating of overtime will be done on a rotating seniority basis beginning with the least senior employee and then proceeding up the seniority list.

E. Limitations

- (1) The Employer reserves the right to deny overtime to an employee in any pay period during which the employee is off on a disciplinary suspension.
  - (2) If an employee signs the overtime calendar/book and refuses the offered overtime without good cause (personal illness or injury or illness in his immediate family) the employee will be ineligible for overtime for the balance of the pay period and the following pay period.
    - Once an employee has worked overtime they will drop to the bottom of the seniority list for overtime for that pay period. The employee will only be called if no other employee on the voluntary overtime list is available.
  - (3) Employees may file a signed waiver to prevent being offered voluntary overtime, but such waiver shall not exempt that employee from being required to work mandatory overtime. Such waiver shall remain in effect until such time as the employee requests, in writing, that such waiver be withdrawn.
3. The Union agrees that the Employer can hire irregular part-time employees. Such irregular part-time employee may be used to cover for scheduled absences due to vacation, military leave, FMLA leave, holidays, personal days, training, etc. and upon the second consecutive workday absence due to sick leave.
  4. The parties agree to a trial period of six (6) pay periods for the above overtime procedure. After the completion of the six (6) pay period trial period the parties agree to meet and review the operation of this overtime procedure.

### **LETTER OF UNDERSTANDING**

Subject: Juvenile Detention - Youth Specialist Vacation Schedule

Although the Employer reserves the right to allocate vacation leaves, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Employer. Vacation leave requests shall be submitted to the department director or designee prior to January 15 for the period February 16 through February 15 of the following year. Conflict among employees for desired vacation leave shall be resolved by giving preference to the employee with the greatest seniority, provided that the senior employee's preferred date for vacation leave has been submitted to the department director prior to January 15.

The biweekly work schedule shall be posted every other Friday or sooner. All vacation requests submitted on or after January 15<sup>th</sup> shall be treated on a first come first serve basis providing said request is made no later than the Friday preceding the posting date of the biweekly work schedule. Any request for time off during a work schedule period that is submitted after the Friday preceding the posting of the biweekly work schedule, if approved, will be granted as paid time off days, subject to the timing provision in Section 13.7 (f) of the collective bargaining agreement.



Under most circumstances, the Employer will give the employee a response to their vacation request as soon as possible and within two (2) weeks shall be used as a guideline. An employee will be permitted to take their vacation leave one (1) day at a time upon advance mutual approval of the department director and the employee. Once an employee has been granted vacation time, they shall not be permitted to change their selection, unless approved by the department director.

**Vacation During Weekends** - Youth Specialist weekend vacation requests are subject to management approval and a vacation request for all weekends in a month will generally not be approved. If paid time off or sick time hinders a Youth Specialist from working at least one weekend per month, the Youth Specialist may be required to provide acceptable documentation that the employee could not work.

**Vacation During Holidays** - For the purposes of granting additional Youth Specialists vacation leave on holidays, the employer shall utilize a "Default List" consisting of the four most senior Youth Specialists who requested and were denied vacation for that holiday prior to January 15. The employer will refer to this list when awarding additional vacation for that holiday prior to granting vacation leave requests on a first come, first serve basis (on that holiday) by any other Youth Specialists.

This Letter of Understanding is subject to the department director's authority to maintain qualified required staffing on each shift. This amended provision of Section 12.2 only applies to Youth Specialists within the bargaining unit.

## LETTER OF UNDERSTANDING

### Subject: Drug and Alcohol Testing

The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and in Employer's vehicles) or during work time. Compliance with this policy is condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the Employer has a reasonable suspicion that the employee in question is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
  - b. Is currently possessing on Employer premises (or in Employer vehicles) unauthorized drugs/alcohol, or,
  - c. Has sold, distributed drugs/alcohol on or off Employer premises or attempted the same.
2. As part of a routine scheduled physical examination.
3. May be required upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.

The Employer agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know. The blood and urine examinations will be performed by a reliable medical or testing organization.

**LETTER OF UNDERSTANDING**  
**Starting Wage Above B Step for Certain New Hires**  
**One-Time Step Adjustment for Certain Promoted Employees**

This Letter of Understanding is made by and between the County of Kent, the 17th Circuit Court, the Probate Court for the County of Kent, the 63rd District Court (together hereinafter called the "County or "Employer") and the Technical, Professional and Officeworkers Association of Michigan ("Union" or "TPOAM"). The parties agree as follows:

1. As a result of changing conditions in the labor market, there has been difficulty recruiting and retaining staff in certain positions. To attract qualified, experienced staff the County and Union agree that for certain new-hire positions identified by the County in its sole discretion, the County may hire employees at a starting wage above the B step of the pay scale.

2. Newly hired employees will start at the "B" step of the applicable pay grade or, at the sole discretion of the Human Resources Director or designee, the starting wage of a newly hired employee may escalate in the pay scale in accordance with the following:

C Step: At least 12 months of relevant experience above the minimum experience as stated on the official Kent County job description and/or one (1) level of related educational attainment above the minimum requirement as stated on the official Kent County job description.

D Step: At least 24 months of relevant experience above the minimum experience as stated on the official Kent County job description and/or two (2) levels of related educational attainment above the minimum requirement as stated on the official Kent County job description.

Additionally, if the same classification is recruited for and not filled during the initial posting and subsequently reposted after the initial posting period with no successful hire, the classification may be posted a third time and offered at a higher rate, with the rate to be determined by the Human Resources Director or designee in their sole discretion (1) after an internal wage equity study taking into account the education and years of experience of the applicant compared with the education and years of experience of current employees and (2) not to exceed the D step of the pay scale.

The above will not apply to internal promotions and/or transfers.

Whether an employee starts above the B step in the pay scale will be at the sole discretion of the Human Resources Director or their designee.

The newly hired employee shall be considered a probationary employee as defined within the *Agreement Between the County of Kent, 17<sup>th</sup> Judicial Circuit Court, Probate Court, 63<sup>rd</sup> District Court and Technical, Professional and Officeworkers Association of Michigan, Effective January 1, 2019 through December 31, 2023* ("CBA"), Section 10.3, after which time their seniority shall be as their most recent date of hire.

The County's decision to start a new-hire employee at a rate higher than the B Step has no precedential value and it does not impact the wage rate of any other current, past or future employee.

3. Bargaining unit employees who were promoted into the A Step on or after January 1, 2019 shall receive a one-time step increase to one step above their current Step within their current Grade. The Step Adjustment will begin for the pay period beginning December 12, 2022.

4. Section 16.1(f) is amended as follows:

16.1 (f) The wage rate of an employee who is promoted to a higher classification within the bargaining unit shall be adjusted to the B step of the rate range of the employee's new classification or to the next step above their present rate, whichever is higher. An employee who is promoted shall be considered on job probation for six (6) months for their new position only. At the completion of this job probation, they shall be eligible for a pay increase and retained in this new position or they shall be returned to their former position without loss of seniority and any pay increases due them in their former position.

5. Nothing in this Letter of Understanding shall modify any other terms or conditions of the CBA.

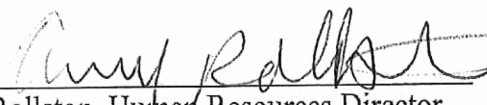
6. This Letter of Understanding does not constitute a binding precedent and may not be used for any purpose in any other matter involving the County and Union.

**TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION  
OF MICHIGAN**

 11-10-2022

Gregg Allgeier, Business Agent  
Date:

**EMPLOYER**

  
Amy Rollston, Human Resources Director

Date:

\_\_\_\_\_  
Kevin Clemens, President  
Date:

Letter of Understanding

Subject: 2023 Annual Across the Board Percentage Wage Increase

This Letter of Understanding is made by and between County of Kent, the 17th Circuit Court, the Probate Court for the County of Kent, the 63rd District Court (together hereinafter called the "County or "Employer") and the Technical, Professional and Officeworkers Association of Michigan ("Union" or "TPOAM"). The parties agree as follows:

1. The wage rate for 2023 will be increased an additional 1.5%, for a total wage rate increase of 4% over 2022 wage rates (Section 16.1).
2. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

UNION

By:

  
\_\_\_\_\_

Its: Business Agent

Date: 11-09-2022

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

EMPLOYER

By:

  
\_\_\_\_\_

Its: HR Director

Date: 11-15-22

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Letter of Understanding**

**Subject: Juneteenth**

This Letter of Agreement is made by and between County of Kent, the 17th Circuit Court, the Probate Court for the County of Kent, the 63rd District Court (together hereinafter called the "County or "Employer") and the Technical, Professional and Officeworkers Association of Michigan ("Union" or "TPOAM"). The parties agree as follows:

1. Juneteenth is added as a Recognized Holiday in the Collective Bargaining Agreement (Section 13.1).
2. All provisions in the Agreement governing Recognized Holidays shall apply to Juneteenth.
3. This Letter of Understanding shall not constitute a precedent and will not be admissible or referred to in any dispute, grievance or arbitration proceeding except one to enforce this Letter of Understanding.

**UNION**

By:

  
\_\_\_\_\_

Its: Business Agent

Date: 11-09-2022

By:


\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYER**

By:

  
\_\_\_\_\_

Its: HR Director

Date: 11-15-22

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Letter of Understanding

This Letter of Understanding is made by and between County of Kent, the 17th Circuit Court, the Probate Court for the County of Kent, the 63rd District Court (together hereinafter called the "County or "Employer") and the Technical, Professional and Officeworkers Association of Michigan ("Union" or "TPOAM"). The parties agree as follows:

1. Employer wishes to establish an "Employee Referral Program" with financial incentives to encourage current employees to refer candidates for employment in County jobs.
2. Employee participation in the Employee Referral Program is strictly voluntary.
3. Incentives will be in the form of one-time payments.
4. Incentive payments are considered taxable income and will be subject to all applicable taxes and deductions.
5. Employer at its sole discretion may modify and/or discontinue the Employee Referral Program at any time for any reason.
6. This Letter of Understanding does not constitute a binding precedent and may not be used for any purpose in any other matter involving the County and Union.

The parties have signed below to confirm this Letter of Understanding. The effective date of this Letter of understanding is the date of execution by the last party signing below.

**UNION**

By:

  
\_\_\_\_\_

Its: Business Agent

Date: 11-09-2011

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYER**

By:

  
\_\_\_\_\_

Its: HR Director

Date: 11-15-11

By:

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_