AGREEMENT

Between the

COUNTY OF VAN BUREN
THIRTY-SIXTH JUDICIAL CIRCUIT COURT/FOC

And the

LOCAL 2628.04 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES MIHCIGAN, AFL-CIO

2026 - 2028

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AGREEMENT

This agreement entered into on the 1st day of January, 2026, and between the VAN BUREN COUNTY THIRTY-SIXTH JUDICIAL CIRCUIT COURT (herein after referred to as the "Employer"), and LOCAL 2628.04, affiliated with AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES MICHIGAN, AFL-CIO (herein referred to as the "Union") and the Van Buren County Board of Commissioners (herein referred to as the Funding Unit.).

WITNESSETH

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of the Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the Employer and the job security of the employees depends upon the Employer's ability to continue to provide proper and timely judicial services, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 – RECOGNITION

1.1 Description of Units. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employers do hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees of the Employers included in the following described bargaining units:

All full-time and regular part-time employees of the 36th Judicial Circuit Court who are employed in the classifications of Support Enforcement Officer, Custody and Parenting Time Case Manager, Customer Service Specialist, Account Clerk, Court Reporters, Account Specialist, Local Project Coordinator, Lead Customer Service Specialist, Early Intervention Case Manager, Legal Assistant, Clerk, Jury Clerk and Court Clerk, but EXCLUDING all Judges, Friend of the Court Director, Attorneys, Referees, Supervisors, Confidential Employees, Seasonal Employees, Temporary and On-call Employees, and all other employees.

1.2 Aid to Other Unions. The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the Union in terms of the Union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into any agreements with other unions to circumvent this collective bargaining unit.

1.3. Separate Units. The parties recognize that each Court is a separate and distinct Employer and agree that such separate identity shall be preserved and maintained notwithstanding joint negotiations, if any and a consolidated agreement, if any.

1.4. Gender. As used and set forth in this Agreement, the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article hereof, it being expressly understood that there shall be no distinction among employees in regards to gender.

ARTICLE 2 – UNION MEMBERSHIP AND DUES

2.1 Agency Shop.

A. Bargaining unit membership and union membership are distinct. An employee is always a bargaining unit member; an employee becomes a union member by choice. An employee choosing not to become a union member nevertheless remains a bargaining unit member and remains entitled to all benefits set forth in this collective bargaining agreement. An employee choosing to become a union member will be required to pay union dues/fees and will be required to sign a payroll deduction authorization card authorizing the County to deduct union dues/fees from the employee's paychecks.

2.2 Check off.

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required as provided in a written authorization in accordance with the standard form used by AFSCME Michigan (the standard form is a separate contract between the Union and member) and executed by the employee. The written authorization to deduct Union dues and fees shall remain in full force and effect during the period of the Agreement, unless withdrawn by the employee by serving concurrent notice, in writing, to the Employer and the Chapter Chair, dues deductions will cease thirty (30) days after such notice is received.

B. Dues fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union and Council. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union and Council, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and fees.

C. Deductions shall be made only in accordance with the provisions of said Authorization for Check off of Dues or fees together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of any dues or fees not in accordance with this provision.

D. A properly executed copy of such Authorization for Check off of Dues form for each employee for whom the Union membership dues or fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check off of Dues forms which have been properly executed and are in effect. Any Authorization

for Check off of Dues Form which is incomplete or in error shall be promptly returned to the local Union's Secretary-Treasurer by the Employer.

E. Check-off deductions under all properly executed Authorization for Check off of Dues forms shall become effective at the time such forms are delivered to the Employer and shall be deducted on the first pay day of the next calendar month and on the first pay day of each calendar month thereafter.

F. Human Resources shall notify the unit chairperson or steward of new hires. Human Resources will send the new employee to the appropriate union representative (Union President or his/her designee) for a brief orientation. The Union Representative shall be responsible to convey a copy of the Authorization for Check Off of Dues form**/**card to the Human Resources Department within 48 hours after an employee signs the form/card.

G. In cases where a deduction is made that duplicates a payment that an employee already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee shall be made by the local Union.

H. Deductions for any calendar month shall be remitted promptly to such address designated to the designated financial officer of AFSCME Michigan, AFL- CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and to further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous months remittance of dues and fees.

I. The Employer or its agents nor the Union, its agents or members shall not threaten or discriminate against any employee because of such employee's membership or non-membership in the Union, or payment or non-payment of union dues/fees.

J. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization during an annual enrollment period. Such authorization must be executed by the employee and may be revoked by the employee by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

K. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of the Employer's compliance with the provisions of this Article.

L. In the event P.A. 349 is repealed or altered in such a manner that AFSCME Michigan employees are exempted from its requirements, the parties agree to meet and confer to discuss changes to this Article.

ARTICLE 3 – UNION REPRESENTATION AND BARGAINING

3.1.

A. The Employer agrees to recognize Unit Chairpersons and Stewards as follows:

Circuit Court – One Chairperson and One Steward

B. The Chairpersons and stewards shall together constitute a collective bargaining committee. Stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the Grievance Procedure established herein. In the absence of the steward, the Unit Chairperson shall act as steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.

C. The Union shall furnish a list of all stewards and unit chairpersons to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees for each designated area and any changes to the list in a timely manner. The Employers' designees shall be as follows:

Trial Court Administrator

D. Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer's designee.

E. 1. Before entering upon such Union business, stewards shall give notice to and receive approval from the Employer's designee.

2. Approval for release from their work assignment for this purpose for such time as may be necessary will not be unreasonably withheld.

3. Any alleged abuse of this provision by either party shall be a proper subject for a special conference.

F. Any bargaining shall take place at times other than the normal working hours of employees unless mutually agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when employees would be at their assigned duty stations, then the employees shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee or any alternate members thereof.

ARTICLE 4 – MANAGEMENT RIGHTS/PROHIBITION

4.1 Reservation of Rights. The Employer, on its own behalf and on behalf of the electors of the County, hereby retains and reserves to itself, without limitation, all powers, rights, authority,

duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including by way of illustration, but without limiting the generality of the foregoing, the following rights: the management and administrative control of the Employer and its properties and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications, and the requirements for their continued employment or their termination, dismissal or demotion; to promote and transfer all such employees; to determine the duties, responsibilities, assignments and other terms and conditions for employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the size of the management or supervisory organization, its functions, authority, amount of supervision and table of organization; to determine the policy effecting selection, testing, recruitment, training or hiring of employees; to determine or modify the responsibilities invested within a position; to transfer or reduce personnel when, in the judgment of the Employer, such actions are deemed necessary. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof conform with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the Employer.

4.2 No Strike – No Lockout. The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement not to "Lock-out" employees or prohibit them from working during the term of this Agreement.

ARTICLE 5 – SPECIAL CONFERENCE

The Chapter Chairperson and the Employer or its designated representative upon the request of either party shall arrange special conferences for important matters concerning this Agreement. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. AFSCME Michigan may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This Article may precede but shall not take precedence over the grievance procedure as set forth in this Agreement.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1. Definition of Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of terms and provisions of this Agreement.

6.2. Grievance Procedure

A. A grievance shall be an alleged violation of the expressed terms of this Agreement as defined above.

B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary employee.
2. Any action or lack of action on the part of the Employer which is required by law.

C. The Union shall designate a steward to handle grievances when requested by the grievant.

D. The term "days" as used herein shall mean Monday through Friday excluding holidays and weekends.

E. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall be clear and specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the Article or Section of this Agreement alleged to have been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

F. Any written grievance not substantiated in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.

G. The Union shall have no right to initiate a grievance involving the right of a grievant without his/her express approval in writing thereon but the Union may initiate a unit grievance.

H. All preparation, filing, presentation, discussion or consideration of grievances shall be held and conducted at times other than normal working hours for the grievant or a participating Union representative unless agreed otherwise by the Employer. Equipment and/or materials and supplies owned by the Employer shall not be used by the Employee or the Union for the purpose of preparing or typing a grievance.

I. Where no wage loss has been caused by the action or inaction of the Employer as set forth in the grievance, the Employer shall be under no obligation to make monetary adjustments.

J. Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

K. The parties hereto may agree to extend the time limits set forth below by mutual agreement in writing.

6.3. Grievance Procedure for all Employees Working in Departments Headed by an Elected Official.

Level One: An employee believing himself/herself wronged by an alleged violation of the express terms of this Agreement shall, within ten (10) days of its alleged occurrence, or within ten (10) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his/her supervisor in an attempt to resolve same. If no resolution is obtained, then within ten (10) days after the discussion the employee shall reduce the grievance to writing in accordance with Article 6.2.E. above and proceed to Level Two.

Level Two: A copy of the written grievance shall be filed with the Elected Official with the endorsement thereon of the approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the Elected Official shall arrange a meeting with the grievant and his/her Union steward to discuss the grievance. The Union may include a representative from AFSCME Michigan plus one additional non-attorney representative of its choice, and the Elected Official may include the Department Head and Human Resources Director or their designee at this meeting. Within ten (10) days of the discussion, the Elected Official shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union steward and the County Administrator. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he/she may, within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three: If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules except that each party shall have the right to pre-emptively strike not more than three from the list of arbitrators.

By mutual consent, within ten (10) days of the request for arbitration the parties shall hold at least one pre-arbitration conference. The conference shall include the bargaining teams for each of the parties and the grievant. The purpose of the conference shall be to attempt to resolve the grievance prior to arbitration. Each party shall submit to the other party at the conference a statement alleging facts, grounds and defenses which will be proven at arbitration. The parties hereto may continue to hold pre-arbitration conferences, by mutual consent, until the time of arbitration.

6.4. Arbitration Rules

Arbitration shall be conducted in accordance to the rules of the American Arbitration Association subject to the following:

A. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other levels of the grievance process.

B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union, subject to the right of the Employer or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

C. The right to judicial review shall be limited to arbitrator decisions which are based on bias or on areas outside the parameters of this Agreement.

D. Powers of the arbitrator shall be subject to the following limitations:

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. He/She shall have no power to establish salary scales or to change any salary.

3. He/She shall have no power to either change any practice, policy, or rule of the Board of Commissioners nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board.

4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and its governmental function and shall so construe the Agreement that there will be no interference with such responsibilities, except as may be specifically conditioned by this Agreement.

5. He/She shall have no power to interpret state and federal law but must apply the law as it is written or interpreted by the courts.

6. He/She shall not hear any grievance previously barred from the scope of the grievance procedure.

E. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred to the parties without decision or recommendation on its merits.

F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties hereto.

G. The cost of arbitration shall be borne equally by the parties hereto except each party shall assume its own cost for representation including any expense of witnesses.

H. Employees including Union representatives shall not lose pay for any time off the job while attending arbitration proceedings. Arbitration shall, whenever possible, be conducted on the location where the grievance originated.

I. No claim for wages shall exceed the amount of wages the employee would otherwise have earned.

6.5. Expedited Grievances. If the grievance involves a disciplinary suspension or discharge, or it concerns the bargaining unit as a whole, the Union or employee may file the grievance within five (5) days of reasonable discovery by submitting it initially at Step 2.

6.6 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the Union, Employer and employees. If the time procedure is not followed by the employee or the Union, that grievance shall be considered settled. If the grievance is not followed by the Employer, it shall automatically advance to the next step. The time limits may be extended by mutual agreement in writing. In computing days under the grievance procedure, Saturday, Sunday and recognized holidays shall be excluded.

6.7. Lost Time. The Employer agrees to pay for all reasonable time lost by employees during their regular working hours while pursuing the grievance procedure or in conferences or negotiations with Employer representatives, provided however, the Employer reserves the right to revoke this benefit if it is being abused.

6.8. Single Remedy. The parties agree final and binding arbitration shall be the sole remedy for alleged violations of the terms of the collective bargaining agreement. In the event an employee files a suit in a court of law on the same issue as the arbitration, the parties agree not to proceed to arbitration. The Union shall withdraw the grievance from arbitration without prejudice.

ARTICLE 7 – DISCIPLINE

7.1. Intent and Purpose. The intent and purpose of the following is to provide for progressive disciplinary action when appropriate. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. The Employer may repeat steps or skip steps depending on the circumstances and severity of the offense. Nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.

7.2. Notification. Whenever possible, notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action being taken against any employee, which may result in any official entries being added to their personnel file. The Employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the action taken. A copy of oral reprimands may be placed in the employee's personnel file, along with any employee rebuttal, if provided. The official personnel file which will be maintained by Human Resources. The Employer may retain other personnel records. The employee shall be entitled to review any personnel record upon request to Human Resources.

7.3. Representation. The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure and where it is alleged that the Employer has violated the provisions of Article 7.1 above, the grievance procedure shall constitute the employee's exclusive remedy up to point of arbitration. Oral or Written reprimands shall not be processed above level two of the grievance procedure.

7.4. Statements. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.

7.5. Procedure. When disciplinary action is necessary, consistent with the Employer's rights reserved in Section 7.1 above, the Employer will, where appropriate, use the following procedure:

Oral Reprimand(s)

Written Reprimand(s)

Suspension(s) not to exceed thirty (30) days, transfer to existing vacancy or demotion.

Removal or Discharge

7.6. Reprimand. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

7.7. Modification. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

7.8. Court Appearance. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

7.9. Conduct. The Employer reserves the right to review the circumstances when employees are charged with the commission of a felony or of a misdemeanor involving the criminal moral conduct during working hours or related to the work location or job responsibility. Employees are required to report all felony charges and any misdemeanor charges that the employee believes has a nexus to their work. Pending the Judicial resolution of the charges, the Employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the Employer shall be subject to the grievance procedure.

7.10. Political Activity. No employee will be subject to disciplinary action for taking part in a political activity when not on duty and out of uniform.

7.11. Personnel File Review. Upon request of the employee, an employee may review their personnel records consistent with the Bullard-Plawecki Act. Such request shall be complied with within five (5) working days. After twenty-four (24) months of satisfactory

service, all oral and/or written reprimands, Performance Improvement Plans, and disciplinary suspensions shall become dated and may not be considered for purposes of future discipline. The employee may present a request to Human Resources for removal of dated material. No prior disciplinary action not in the personnel records shall be adversely used in any subsequent disciplinary action.

7.12. Criminal History Background Checks. All existing employees of the Friend of the Court Office as of October 1, 2008, shall be subject to criminal history background checks. The background checks will be conducted pursuant to the Plan submitted by the Employer to the Office of Child Support.

All Friend of the Court employees must report all criminal convictions to the Employer within ten (10) days of conviction.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1. Work Schedules. The Employer shall determine the hours of work and schedules of the Court and its employees. Current work schedules are as follows:

A. Workweek: The regular workweek shall be Monday through Friday, seven and one-half (7 ½) hours per day and thirty seven and one-half (37 ½) hours per week. This shall not constitute a guarantee of these hours of work. The Employer may not establish split shifts except by agreement between the Employer and the Union.

B. Workday. The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. with one (1) hour off for a non-paid lunch scheduled approximately in the middle of the day. An optional one-half (1/2) hours non paid lunch may be scheduled with prior approval by the Employer. The starting and quitting times of the work day may vary if the business of the Employer so requires.

C. Rest Periods. Two (2) fifteen minute rest periods are provided, one in each half of the workday. Occasionally rest periods may be altered or staggered or forfeited if the business of the Employer so requires.

D. Regular Part-time employees who work less than thirty (30) hours per week shall not receive holiday pay as outlined in Article 13.1 (C). Employees who work between thirty (30) and thirty seven and one-half (37 ½) hours per week shall have the above benefits prorated.

8.2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request and if approved by the Employer.

A. All overtime shall be paid in accordance with the Fair Labor Standards Act as amended and as interpreted by the Federal courts subject to the following provisions.

B. Employees shall receive overtime pay at a rate of 1.5 times their regular rate of pay for hours worked in excess of forty (40) in a workweek. Paid holidays shall count as time worked in determining the number of hours worked in a week.

C. Employees who are called in from home to work in an emergency shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay.

D. Employees who are required to work on one of the holidays provided for in this Agreement shall receive twice their regular hourly rate for work on such holiday.

E. All overtime shall be approved in advance by the Employer.

8.3. Temporary Vacancies and Temporary Assignments.

A. Temporary Vacancies and Temporaries.

1. The Employer may fill temporary vacancies caused by the employees being absent because of sickness or injury, vacations, leaves of absence, by temporary transfer to another position or due to operational needs by using temporaries. The Employer will endeavor to post permanent vacancies within sixty (60) calendar days of vacancy.

2. Temporaries shall only be used to fill a vacancy up to one hundred and eighty (180) calendar days or the duration of the vacancy being filled by the temporary. Vacancies filled by a temporary in excess of one hundred and eighty (180) calendar days will be for medical absences only, unless otherwise agreed to between the Employer and the Union. No temporary may remain employed for more than one (1) year. Any temporary employee remaining employed after one (1) year shall be considered a regular employee. No temporary shall be used to work overtime, nor shall a temporary employee be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of a bargaining unit employee.

3. This section will authorize the Employer to utilize governmentally sponsored employment work programs, such as PIC, Summer Youth ETP, MOST and like programs, including interns. These programs will not be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of a bargaining unit employee.

B. Temporary Assignments

1. An employee may be assigned duties normally considered commensurate with a classification higher than that which the employee holds. These duties may be assigned provided that the need for the assignment is based on a situation that could not be planned for in advance or a planned vacancy.

2. When the temporary assignment exceeds five (5) consecutive work days, the employee shall then be compensated from the first (1st) hour of the assignment after the five (5) days at the rate of the higher classifications which gives the employee an increase in compensation for all hours so performed. Any employee who has performed the higher classification for more than five (5) days shall be paid the higher rate of pay for all hours worked above the original five (5) days. Before an employee is temporarily assigned the higher duties and responsibilities the employee shall receive a written order from the Employer directing and authorizing such work.

3. In the event of an assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the next lower classification in the department shall be offered the temporary assignment whenever possible.

ARTICLE 9 – SENIORITY

9.1. Seniority Definition. Seniority shall be defined as continuous employment within the bargaining unit and shall be the basis for determining such items as this Agreement may require seniority to be used.

9.2. Probationary Period. New employees hired in the unit, who have no continuous County employment, shall be considered as probationary employees for the first nine (9) months of their employment. New employees who are hired in the unit from within the County shall be considered as probationary employees for the first three (3) months of their bargaining unit employment within their new classification only. There shall be no seniority among probationary employees, except in instances of layoff. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire into the bargaining unit. In order to complete probation an employee must be performing the essential functions of the job and exhibiting good work habits.

9.3. Representation. The Union shall represent probationary employees for the purpose of collective bargaining under the terms of this Agreement except discharge, disciplined, or demoted probationary employees.

9.4. Seniority List. The Employer agrees to give the Union an up-to-date seniority list each six (6) months and also post the list on the appropriate bulletin board. The seniority list shall contain:

1. Names of employees in the unit.

2. Date of hire of each employee.

3. Job classification of each employee.

4. Seniority lists as of 12-31-89 shall not be subject to provision #3 and shall remain as listed 12-31-89.

Names shall be placed on the list with the employee with the greatest seniority first, followed by employees with decreasing length of seniority. In the event two employees shall have the same date of hire, then the social security number shall determine seniority with the employee having the lowest last four digits having the most seniority.

9.5. Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

A. He/She quits.

B. He/She is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

C. He/She is absent for two (2) consecutive working days without notifying the Employer within that two (2) day period. In proper cases exceptions may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue

disciplinary action due to an employee's absence from work in appropriate cases.

D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, the Employer may make exceptions.

E. Return from sick leave and leaves of absence will be treated the same as "C" above.

F. If the employee is on layoff for a consecutive period of two (2) years or the length of his/her seniority, whichever is less.

9.6. Transfers out of the Bargaining Unit.

A. If an employee transfers to a position under the Employer which is not included in the bargaining unit or to one of the Van Buren County bargaining units or other court units and thereafter within sixty (60) calendar days transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding a Union office in the bargaining unit from which he/she transferred until such time he/she returns to said bargaining unit.

B. Employees transferred or promoted to positions outside the bargaining unit under the Employer shall have their accumulated bargaining unit seniority frozen while working in the position to which the employee has transferred.

C. Employees returning to the bargaining unit from a position under the Employer as a result of a transfer or Employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

ARTICLE 10 – LAYOFF AND RECALL PROCEDURE

10.1. Layoff.

A. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.

B. During a period of layoff, the first order of priority for filling of vacancies shall be established by this Article.

C. Notice of layoff shall be issued at the direction of the Employer or Employer's designee. Notice shall be delivered to any employee to be laid off no later than two (2) weeks before the effective date of such layoff and a copy of the notice shall be sent to the Union.

D. In the event of a layoff as defined above, temporary and probationary employees within their respective bargaining unit as provided under 1.1 may be bumped by employees who are laid off if they have the qualifications to perform the job.

E. Employees laid off may move to a new position as referred in Article 11, Section 1 (F) (qualifications) according to the following:

1. To a vacant position of the same classification, like or associated classification, for which the employee is qualified.

2. Regular full-time or part-time employees shall be allowed to bump the least senior probationary employee in that classification or an appropriate classification for which the employee is qualified to perform the job to avoid a layoff.

3. By bumping the least senior employee in that classification or an appropriate classification for which the employee is qualified to perform the job and has more seniority.

4. By demotion to the next lower classification for which the employee is qualified to perform the job and has more seniority in which event the least senior employee in the classification shall be laid off.

5. When an employee has been involuntarily reduced from full-time to part-time, that employee shall be allowed to bump back into a full-time position if the employee had full-time status within the last two (2) years, has sufficient seniority and the qualifications to perform the job.

6. Employees who bump shall not be allowed to bump to a higher paid classification or from part to full-time status except as noted in #5 above.

F. When an employee is reduced to a lower paying classification through the bumping process, they will be placed on the wage scale in a new class at the closest pay grade to their former pay grade and step.

G. Like or associated classification shall mean classifications having duties and responsibilities requiring like qualifications of the incumbents, including such proficiency and other qualifications necessary for proper performance of the work.

H. The Union shall assist the Employer in all matters pertaining to layoff upon request.

I. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employee provided they are qualified and willing to perform the work in their classification. In the event the classification, shift or work is eliminated and a dispute should arise as to where the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a special conference. Should the dispute remain unsettled after the special conference, the aforementioned employees shall be assigned in accordance with this Article and the matter may be pursued through the grievance procedure.

J. This Article shall also apply to the demotion of an employee as a result of the elimination of a position, discontinuance of an operation or the bumping of an employee by a more senior employee affected by one of the aforementioned causes of lack of work or lack of funds, or a reorganization that results in a reduction of force. Notice shall be delivered to any employee so affected not less than five (5) working days prior to the effective date thereof, with a copy to the Union.

10.2. Recall.

A. Recall shall be defined as the process by which an employee who has been affected under Section 10.1 is returned to employment with the Employer to the former classification or a like or associated classification, department or work location.

B. The names of the employees affected under Section 10.1 shall be placed on a recall list, in order of their seniority, the most senior to be recalled first.

C. Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. Exceptions for good cause may be made by the Employer for failure to report as notified.

D. An employee on layoff when recalled shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position, provided the employee is otherwise qualified.

E. The Union shall assist the Employer in all matters pertaining to recall upon request.

F. In the event a vacancy exists in the bargaining unit and the Employer has exhausted the recall list for that bargaining unit, the Employer shall first give consideration to filling the vacancy with an existing laid-off employee (who still possesses recall rights in his/her bargaining unit) from other County AFSCME Michigan bargaining units before posting the position externally. An employee recalled from a different AFSCME Michigan bargaining unit will serve a three (3) month probationary period in the new position.

ARTICLE 11 – POSTING AND BIDDING PROCEDURE

11.1. Posting and Bidding Procedure.

A. Notice of all vacancies that the Employer has determined to fill and/or newly created positions within their respective bargaining unit as defined in 1.1 shall be posted internally for five (5) business days on designated bulletin boards or via electronic notice to the Union Steward who will then distribute copies to all members of the respective unit. Any such notice shall set forth the minimum requirements for the position.

B. Employees interested in any such posted position shall apply in writing within the five (5) day posting period.

C. The vacancy or newly created position shall be filled within a reasonable time after the termination of the posting period by a qualified employee as defined herein. If the position is not filled by the internal bidding process, the Employer shall have the right to employ a new hire.

D. The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory, the Employer may return the employee to his/her prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his/her option, return to his/her former position.

E. The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.

F. A "Qualified Employee", as used herein, shall be determined by the Employer on the basis of the following criteria:

1. Prior applicable education and training.

2. Prior relevant work experience both inside and outside the Employer.

3. The length of service of the employee with the Employer

4. The requirements of applicable laws and regulations, including licensure/certification requirements.

G. The Employer may advertise to receive applications and consider applicants for the position from the general public. The Employer will interview all internal applicants and will select from the internal bargaining unit where they are qualified. When selecting internally, the Employer will select the most qualified applicant. Where individuals are equally qualified, the most senior applicant will be selected. In determining qualifications, the Employer shall not act arbitrarily or capriciously. Internal applicants must be notified in writing of the reasons if not selected.

H. An employee awarded a position at a higher pay grade (Range) by bid shall be placed on the Unified Pay-scale no more than one step (letter) backward. If that placement does not provide the employee a raise of at least twenty-five cents ($00.25) per hour, then the employee will be placed at the higher pay grade (Range), and be placed at his/her former Step (letter). In the case of demotion, the employee shall be placed where they will receive the least amount of loss.

ARTICLE 12 – PAID ABSENCE LEAVE

12.1 Paid Time Off (PTO).

All paid leave is combined into one bank of PTO. PTO also includes time off needed for reasons covered by the Michigan Earned Sick Time Act (ESTA) and this provision is designed to comply with that Act. See below as well as the Posters located in the Administration Office for more information regarding ESTA.

Regular Full Time Employees shall accrue Paid Time Off based on their date of hire (anniversary date) according to the following schedule:

Years of Service	PTO Accrual per Pay Period
0-2	5.80 hours
3-4	6.43 hours
5-9	7.76 hours

10-14	8.84 hours
15+	9.86 hours

Rules for PTO Usage for Full-Time Employees:

Employees hired before January 1, 2023, have a maximum accrual of one thousand (1,000) hours of PTO. Employees hired on or after January 1, 2023, but before January 1, 2026, have a maximum accrual of five hundred (500) hours of PTO. Employees hired on or after January 1, 2026, will have a maximum accrual of three hundred and twenty (320) hours of PTO. PTO accrual will pause if the balance reaches the applicable cap and will resume when the balance falls below that cap.

Planned PTO must be scheduled with the employee's supervisor as far in advance as possible (generally at least two (2) calendar weeks unless the PTO is ESTA-qualifying in which case notice must be provided at least 7 days in advance if the need for PTO is foreseeable). Planned PTO will be granted if it is ESTA-qualifying. If it is not ESTA-qualifying, approval of planned PTO requests will depend on the operational needs of the Employer, workload, number of other PTO requests, etc.

Unplanned PTO can be used for any unscheduled reason (illness, emergency, etc.). When using unplanned PTO, the employee must provide notice as soon as practicable, but in all cases must comply with their department's call in procedures unless doing so is impossible. When appropriate, the supervisor may require documentation proving the nature of the absence.

Employees may take up to 72 hours of PTO per calendar year for any reason covered by ESTA in the manner required by ESTA. After those 72 hours are exhausted, full-time employees may still use PTO for any reason, but ESTA rules and protections will not apply.

When an employee requests planned PTO or provides notice of the need for unplanned PTO, the employee must specify the reason for the PTO so that the Employer can properly determine if it is covered by ESTA. PTO can be taken in quarter (1/4) hour increments.

If a recognized holiday falls during an approved planned PTO, the employee will receive holiday pay for that day and will not be required to use PTO.

The use of PTO shall not be allowed in advance of the PTO being earned. An employee having insufficient PTO leave to cover a period of absence, and unless the employee has timely made arrangements to be on approved unpaid leave (e.g., FMLA, medical leave, etc.), shall be considered an unexcused absence and subject to disciplinary action.

Employees will be paid their current rate of pay based on their regular scheduled workday while on PTO and will receive credit for benefits.

Annual Payout for Regular Full-Time Employees

Annually, up to fifty-two and a half hours of PTO may be cashed in by regular full-time employees. The employee cannot elect this payout if the employee's PTO balance would fall below one hundred fifty (150) hours of PTO as of September 1. The payment will be in October of each year at the employee's current hourly rate of pay. The employee must make their written election for this payment in September of each year.

Separation/Resignation of Regular Full-Time Employees

Effective January 1, 2026, regular full-time employees hired on or before January 1, 2026, who terminate employment will be paid out their accrued and unused PTO up to a maximum of five hundred (500) hours.

Regular full-time employees hired on or after January 1, 2026, will receive their accrued and unused PTO up to a maximum PTO payout of three hundred and twenty (320) hours upon resignation or separation from employment.

Regular full-time employees shall have the option of being paid out via check or direct deposit, having the PTO payout deposited in the employee's tax-deferred 457 plan, or having the PTO payout placed in the employee's tax-free MERS HCSP, or any combination of the above.

PTO for Part-Time and Seasonal Employees

Part-time and seasonal employees will accrue PTO as required by ESTA. This is referred to as ESTA PTO. Part-time and seasonal employees will accrue ESTA PTO at a rate of 1 hour for every 30 hours actually worked. Non-working, but paid time, is not counted as hours worked.

Part-time and seasonal employees may use up to 72 hours of ESTA PTO in an anniversary year (based on their date of hire) for any reason covered by ESTA. Part-time and seasonal employees may not use PTO for any other reason.

New part-time and seasonal employees will be eligible to use ESTA PTO only after completing a 120-day waiting period from their date of hire. ESTA PTO may be used in quarter (1/4) hour increments.

For part-time and seasonal employees, unused ESTA PTO will carry over to the next calendar year; however, employees cannot use more than 72 hours of ESTA PTO in a single calendar year.

For part-time and seasonal employees, unused ESTA PTO will not be paid out upon termination of employment, retirement, or resignation.

12.2. Bereavement Leave.

Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed five (5) consecutive work days to grieve, arrange services, attend services, or settle the estate after the death of a member of their immediate family. For purposes of this Article, immediate family shall be defined as an employee's current spouse, parents, stepparents, grandchildren and children of the employee or the employee's current spouse. Three (3) consecutive work days to grieve, arrange services, attend services or settle the decedent's estate will be granted for current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, siblings, nieces, nephews, aunts, uncles and grandparents of the employee or the employee's current spouse or for members of the employee's household. If the funeral is in excess of three hundred (300) miles from Van Buren County, and provided the employee attends the funeral, then the employee may take

an additional two (2) days of paid leave (up to 7 total consecutive work days for immediate family; up to 5 total consecutive work days for non-immediate family).

Permanent part-time employees shall receive pay for a day (prorated to their average work day hours based on a 5 day work week) necessarily lost during their normal scheduled work week not to exceed two (2) consecutive work days to either arrange services, attend services, or settle the estate after the death of a member of their immediate family. For the purpose of this Article, immediate family shall be defined as an employee's current spouse, parents, stepparents, grandchildren and children of the employee or the employee's current spouse. One (1) work day will be granted for current mother-in-law, current father-in-law, current son-in-law, current daughter-in-law, siblings, nieces, nephews, aunts, uncles, grandparents of the employee or the employee's current spouse or for members of the employee's household.

12.3. Jury Duty Leave.

Regular full-time and part-time employees shall be entitled to leave with pay for jury service, less any jury service fees paid, if he/she is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his/her scheduled employment duties. The employee shall return to his/her duties whenever his/her attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or quasi-judicial hearing.

12.4. Union Leave.

Upon employer approval up to two (2) employees in each bargaining unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) work days to attend a conference or convention of the Union. A minimum of two (2) weeks advance notice shall be required. Such request shall not be unreasonably denied.

12.5. Overtime, Seminars or Conferences.

If an employee attends a seminar or conference, etc., that would be of benefit to both the Employer and the employee and is sanctioned and approved in advance by the Employer, said employee shall be paid overtime or compensatory time as may be appropriate under the Fair Labor Standards Act for all hours spent going to and returning from such seminar or conference, etc., provided that such hours are outside the employee's normal working hours.

Employees may from time to time attend conferences, seminars, training sessions, etc. The registration fees and related expenses may be paid upon approval of the Employer. The attending employee may be required to sign a reimbursement agreement agreeing to fully reimburse the Employer for all expenses relating to seminars, etc., should voluntary termination occur within two (2) years of the seminar, conference, etc.

12.6. Unpaid Absence Leave.

A. An employee may be granted a leave of absence without pay upon prior written approval of the Employer for any of the following reasons:

1. Because of a physical or mental disability of the employee.

2. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence.

Employees must exhaust all available paid time off before taking leave without pay.

B. A probationary employee may be granted a leave of absence without pay upon prior written request by the employee and approval by the Employer because of physical disability of the employee or for extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave.

C. Leaves of absence granted to employees for physical or mental disability may be extended beyond six (6) months for an additional period of time not to exceed six (6) months, at the expiration of which time the employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work, subject to the Employer's examining physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer and the Union.

D. Any employee who is terminated under the provisions of this Article may appeal such termination as provided for in this Agreement. Any employee who has been terminated and who, within two (2) years, recovers from such disability may be placed on the reemployment list subject to the recommendation of the Employer's examining physician.

E. An employee who becomes pregnant may apply for and shall be granted an unpaid leave of absence before and after the expected date of delivery upon presentation to the Employer of a written statement from the employee's physician that she is unable to work.

F. Leaves granted for any of the above reasons shall not be granted for more than six (6) months but may be renewed upon written application by the employee.

G. Upon return from unpaid leave, an employee shall be reinstated, without having accumulated seniority during the leave and returned to their previous position if available.

H. Limitation of Benefits. An employee on an approved unpaid leave of absence (the employee is not using PTO or supplementing with PTO) will not accrue PTO benefits.

I. Transfer of PTO Hours: An employee's transfer of PTO hours to a co-worker is determined by County policy (currently, "Transfer Vacation/Sick Leave Hours" policy).

ARTICLE 13 – HOLIDAYS

13.1. Recognized Holidays. The following shall be recognized as legal holidays for which the employee will not normally be scheduled to work but for which they shall receive pay subject to the provisions of this Article.

New Year's Day – January 1st
Martin Luther King Jr.'s Birthday – third Monday in January
in conjunction with the Federal Holiday
President's Day – Third Monday in February
Memorial Day – Last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – first Monday in September
Veteran's Day – November 11th
Thanksgiving Day – fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24th
Christmas Day – December 25th
New Year's Eve – December 31st

A. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Saturday, the preceding Friday shall be the holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, than the preceding Friday shall be the holiday.

B. To qualify for holiday pay as specified above, the employee must have worked the last scheduled work day before the next scheduled work day following such holiday, except in cases where the absence on such day or days is due (1.) to the fact that such day or days occurred during his/her regularly scheduled vacation; or (2.) to the fact that his/her absence on such day or days is of a nature which is compensable under this contract; or (3.) to the fact that he/she is on an approved short term leave of absence, the duration of which is no more than five (5) working days; or (4.) to the fact that he/she is authorized the day off.

C. All permanent part-time employees will be given six (6) days of holiday pay prorated to their average work day hours during the 30 day period immediately preceding the holiday. These holidays include Thanksgiving, day after Thanksgiving, Christmas, Christmas Eve, New Year's Eve and New Year's Day.

ARTICLE 14 – INSURANCE

14.1. Insurance Benefits.

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made a part hereof.

14.2. Deferred Compensation/Pension. All employees are eligible and may participate in the Van Buren County Pension Plan in accordance with the terms and conditions thereof. Participation shall not be mandatory.

ARTICLE 15 – WAGES

15.1. Wages and Classifications. All wages and classifications included in the bargaining units (classifications attached as Appendix A) shall be administered in accordance with the

terms and conditions of the Van Buren County Compensation Policy. Effective January 1, 2007 the Merit language will be changed to Step. Current employee's would then move to the step that meets their years of service at their current classification.

15.2. Direct Deposit. All employees will be paid bi-weekly and will be required to have their wages Direct Deposited into a financial institution of their choice. The employee will continue to receive a check stub containing all pertinent information regarding their wages and benefit accruals. All funds will be guaranteed to be available by 9:00 a.m. on the scheduled payday.

15.3 It is recognized that it may be necessary to hire employees, or retain individuals of specialized skills or experience, or employees with prior experience in hard to fill classifications, above the starting rate of pay as listed in the Unified Pay Scale. In the event the Employer determines such adjustment in the start rate is necessary, the Employer may hire an individual up to the "B" 1 year step rate.

If the Employer determines it necessary to hire an employee above the "B" 1 year step rate, the Employer shall call a Special Conference in order to provide the Union with the rationale for such deviation of the Unified Scale and may do so only after mutual agreement of the parties.

ARTICLE 16 – MISCELLANEOUS

16.1. New Classifications. If during the term of this Agreement, the Employer should establish a new classification within the bargaining unit, the Employer agrees to furnish the Union with the new rate for such classification. If the Union disagrees, the parties shall negotiate the rate of pay for the new classification.

16.2. Veteran's Rights. Re-employment rights of veterans will be in accordance with applicable Federal law. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserves or the National Guard, provided proof of service and pay are submitted. A maximum of three (3) weeks' pay per year shall apply.

16.3. Computation of Benefits. All regular hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except Worker's Compensation and Pension.

16.4. Automobile Mileage. The County requests that pool cars be the preferred way of travel during working hours unless they are being used. If a pool car is not available and the employee needs to use their own vehicle, mileage shall be reimbursed at the IRS rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

16.5. Bulletin Boards. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the material displayed on bulletin boards in terms of profanity, good taste, timeliness, and law. No Union materials of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

16.6. Validity. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidation the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provision.

16.7. Captions. Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

16.8. Distribution of Agreement. The Employer agrees to make available, with the mutual assistance of the Union, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

16.9. Anti-Discrimination. The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex, marital status, nationality, handicap, political belief, or union affiliation.

16.10. Mail. The Employer agrees that inter-office mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that US Mail, unless marked personal and confidential, will be opened and date-stamped according to state regulations prior to transmittal.

16.11. Contracting. Contracting or sub-contracting shall not cause the demotion, layoff or loss of regular wages to any bargaining unit employee.

16.12. Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarifications amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a “Letter of Understanding” signed by both parties and attached to this Agreement as a part thereof.

16.13. Unemployment and Workers Compensation. The applicable Worker Compensation Laws and Unemployment benefits as required by law will cover each employee.

16.14. Safety.

A. A Safety Committee is hereby established made up of one (1) member from each bargaining unit (Courts constitute 1 unit) and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and more often if required.

B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the workplace.

C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client during working hours shall be reported within twenty-four (24) hours. If he/she is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.

D. When a supervisor is advised of a safety problem, he/she shall attempt to address the problem within twenty-four (24) hours and the supervisor shall notify the appropriate steward as soon as practicable. If the supervisor is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.

E. No employee shall be required to perform work if an injury or serious illness is imminent or likely. Nothing in this Agreement will limit the employees ability to file a complaint with MIOSHA.

F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer.

ARTICLE 17 – EFFECTIVE DATE OF AGREEMENT

A. This Agreement shall become effective on January 1, 2023 unless a different date for a specific item shall be specified herein.

B. This Agreement shall continue in full force for a period of three (3) years, the expiration date being December 31, 2028, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 18 – COMPLETION OF AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not

specifically referred to or covered in this Agreement, even though such subjects or matters 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.

In Witness Whereof, the parties hereto have caused this instrument to be executed on the 1st day of January, 2026.

FOR THE EMPLOYER:

FOR THE UNION:

Mark Williams 2/17/2026

Janique Shipley 3/18/2026

3/18/26 Martha Moore

APPENDIX A – COMPENSATION

I. The Van Buren County Wage Rate Schedule in effect for this bargaining unit shall be modified as follows:

January 1, 2026 - 3%

January 1, 2027 - 3%

January 1, 2028 - 3%

II. Any employee whose normally scheduled working hours are between 6:00 p.m. and 12:00 a.m. (Midnight) shall receive an additional $0.05 (5 cents) per hour for the entire scheduled shift.

III. Employees on-call on the weekend as a condition of employment will receive four (4) hours of straight time pay per pay period.

IV. Employees who have demonstrated bilingual skills and have been designated by the Employer to regularly utilize those skills shall receive an additional $0.20 (20 cents) per hour added to their base wages.

APPENDIX B – BENEFITS

I. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours per week shall not be eligible for any of the benefits provided in the Appendix.

II. The Employer will under its self-insured plan offer multiple health insurance plan options, with details of each plan set forth in Appendix "B", Attachment "1"**.** Employees shall also have the option to elect either of the two available dental plans.

III. An Employee who has alternate health insurance coverage available and who opts out of the Employer's health, dental and vision insurance will be paid two hundred dollars ($200.00) per pay period (i.e. "opt out" payment). This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week. Employees who are covered by Van Buren County insurance due to their spouse's or parent's insurance through the County are not eligible for this opt out stipend. Proof of alternate coverage may be required for any employee electing to waive County coverage.

IV. Employer will follow the "hard cap" requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011) hereinafter referred to as the "Act" for the immediate future. Accordingly, the Employer will pay no more of the total annual costs of the medical benefit plan selected than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act. The Employees will pay the balance of those costs, if any. For purposes of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts or similar accounts used for health care, but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. Employees will pay the remaining medical benefit costs attributable to the coverage they select (i.e. single, double or family) biweekly by payroll deduction. Employees shall pay 50% of the vision premium. The amount paid shall be adjusted annually based on the illustrative or premium rates and the total costs of the medical benefit plan as detailed above. The election by the County provided in Section 4 and 8 of PA 152 may be made annually. The Employer has established a Section 125 plan that will allow Employee's premium participation to be paid "pre-tax".

V. Employees will contribute 50% for the Vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.

VI. The Employer has established a Section 125 Plan that will enable Employees to set aside "pre-tax" dollars for un-reimbursed medical, dental and vision claims and for child care/dependent expenses. The Employer will also establish a Health Savings Account (HSA) for those employees electing the high deductible health insurance option/plan. The Employee may make pre-tax contributions to their Health Savings Account (HSA) or Flexible Spending Account (FSA) up to the established limit set by the IRS.

Effective January 1, 2020, if the employee chooses a health insurance plan option, and if the annual premiums associated with that plan option are less than the "hard cap" the County will on a monthly basis direct deposit the difference into the employee's HSA account.

The County will annually pay each employee a net sum sufficient to cover the employee's annual Michigan Claims Tax, in the event the Michigan Claims Tax is reinstated.

The County will maintain and fund a countywide joint wellness program. Each bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group. Employees who actively participate in the employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants. Employees will be re-imbursed for gym/workout facility costs up to the monthly amount established by the joint wellness committee.

VII. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.

VIII. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverages referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.

IX. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of $20,000.00. The provision shall be subject to modification by any appropriate federal regulations.

X. Eligible employees hired after January 1, 2005 shall participate in the Van Buren County Defined Benefit Plan (MERS). The Van Buren County Deferred Compensation and Thrift Programs shall also remain in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.

a. In addition, all employees, regardless of their participation in the MERS plan, may participate in the Van Buren County Deferred Compensation Pension Plan (457) in accordance with the terms and conditions of the Plan.

b. Effective the first full pay period of May 2003 without regard to an employee contribution, the County will contribute as follows on base pay to the Thrift Plan:

0 – 10 years of service	5%
10 – 20 years of service	6%
20+ years of service	7%

All caps have been lifted. The Employer's contribution will range from a minimum of 5% to a maximum of 11% (See XI.) of base pay.

XI. Effective the first full pay period of May 2003, in addition to the money set forth in X. above, if an employee makes at least a 3% contribution to the Deferred Compensation Plan, the County will provide an additional match of 4% of base pay to the Thrift Plan.

XII. Employees were provided with a one-time option to roll over to MERS, which was offered after ratification of the agreement in 2004 to be effective January 1, 2005. Employees who made the decision **not** to roll over to MERS will be covered by the Van Buren County Deferred Compensation Plan. Employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to employees hired subsequent to January 1, 2005.

a. Benefits are provided by the Municipal Employee's Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the MERS Plan Document of 1996.

b. Benefit Programs Formula are:
   1. C2 (B1)
   2. Vesting 10 Years
   3. Final Average Compensation 5 years
   4. F55 (25) Rider
   5. Prior Service Credit Included
   6. Employee Contribution 5%

c. Other:
   1. There will be a moratorium on further negotiations regarding MERS until January 1, 2010.
   2. The Deferred Compensation Plan will remain as an employee option.

XIII. Effective January 1, 2010 the County has established a Health Care Savings Plan (HCSP) through MERS for the sole purpose of providing employees a tax free health savings plan upon retirement or termination.

The program is mandatory for each employee with contributions ranging from a minimum of $5.00 per pay period up to $500.00 per pay period, or as limited by IRS guidelines.

The employee will fund the cost of the administrative fee. There will be no vesting cycle and mandatory amounts contributed can be increased but cannot be decreased.

Employees shall annually have the ability to convert any entitled portion of their annual PTO payment to cash or a tax deferred 457 plan with the remaining balance being placed in the employee's tax free MERS HCSP.

Upon termination of employment, employees shall have the option to convert any portion of their entitled PTO leave payments to cash or a tax free deferred 457 plan with the remaining balance being placed in the employee's tax free MERS HCSP.

APPENDIX C

SHORT TERM AND LONG TERM DISABILITY PLAN

I. Effective July 1, 2003 the existing Income Protection Plan was rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan.

II. During the fourteen (14) calendar day waiting period, the employee must use compensatory time and PTO leave in that order.

III. An employee may supplement the remaining 33% of base wage by using available PTO time as outlined in Item II above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.

IV. Health insurance, seniority and employment will be maintained for no more than a period of fifty-two (52) weeks while receiving the STD/LTD Plan benefits at the same level and under the same conditions which existed when the employee went out subject to any changes authorized by the Collective Bargaining Agreement or future Collective Bargaining Agreements. Health insurance, seniority and employment will terminate after fifty-two (52) weeks of disability leave unless the employee provides a certification from a health care provider that there is a reasonable likelihood that the employee will be medically fit to return to work within an additional maximum of twenty-six (26) weeks without restrictions. Employees who are on LTD at the time these changes go into effect shall retain the plan in effect at the time their leave began.

V. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.

VI. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union.

VII. An employee who is on short or long term disability and is not supplementing to make whole shall not accrue paid time off or receive holiday pay.