

APPROVED ON MARCH 17, 2009

AGREEMENT

KALAMAZOO COUNTY

- and -

EIGHTH DISTRICT COURT

- and -

MICHIGAN F.O.P. LABOR COUNCIL

January 1, 2008 through December 31, 2010

TABLE OF CONTENTS

	Page
AGREEMENT	1
PURPOSE AND INTENT	1
ARTICLE I RECOGNITION-EMPLOYEES COVERED	1
ARTICLE II EMPLOYERS' RIGHTS	1
ARTICLE III UNION SECURITY AND CHECK OFF	2
ARTICLE IV UNION REPRESENTATION	3
ARTICLE V WORK WEEK	4
ARTICLE VI GRIEVANCE PROCEDURE.....	5
ARTICLE VII DISCHARGE AND DISCIPLINARY ACTION.....	8
ARTICLE VIII SENIORITY	9
ARTICLE IX HOLIDAYS	13
ARTICLE X VACATIONS	13
ARTICLE XI SICK PAY.....	15
ARTICLE XII LEAVES OF ABSENCE.....	16
ARTICLE XIII LONGEVITY	18
ARTICLE XIV TUITION REFUND POLICY	18
ARTICLE XV PARKING	19
ARTICLE XVI MILEAGE.....	19
ARTICLE XVII RETIREMENT PLAN.....	19
ARTICLE XVIII SALARIES AND INSURANCE	19
ARTICLE XIX REGULAR PART-TIME EMPLOYEES	21
ARTICLE XX BULLETIN BOARD	22
ARTICLE XXI MISCELLANEOUS	22
ARTICLE XXII SAVINGS CLAUSE	23
ARTICLE XXIII WAIVER OF DUTY TO BARGAIN	23
ARTICLE XXIV TERMINATION OF AGREEMENT	24

AGREEMENT

THIS AGREEMENT is entered into this ___th day of _____, 2009, by and between the County of Kalamazoo, District Court (hereinafter referred to as the "Employers"), and The Michigan F.O.P. Labor Council (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Employers, the employees, and the Union, pursuant to Act 336 of the Public Acts of 1947, amended.

The parties shall not discriminate in violation of Michigan statutes on account of race, national origin, religion, sex, age, marital, veteran or disability status, height or weight, or on the basis of sexual orientation, gender identity or political affiliation.

ARTICLE I **RECOGNITION-EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Sections 11 and 12 of Act 336 of the Public Acts of 1947, amended, the Employers hereby recognize the Union as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement for the employees of the Employers included in the bargaining unit described as follows:

All full-time and regular part-time non-supervisory employees of the District Court, including Senior Deputy Clerks, Senior Deputy Clerks-LEIN, Magistrate Assistants, Probation Assistants, Bench Clerks, LEIN-TACs, and Swing Senior Deputy Clerks; and excluding Judges, Court Administrators, Deputy Court Managers, Probation Services Director, Deputy Probation Services Director, Probation Officers, Systems Analysts, Court Accountants, Judicial Secretary/Recorders, Collection Officers, Administrative Assistants and all other confidential employees.

ARTICLE II **EMPLOYERS' RIGHTS**

Section 1. It is understood and agreed by the parties that the Employers possess the sole and exclusive power, duty and right to operate and manage the Courts, its Departments, and programs and carry out constitutional, statutory and administrative policy mandates and goals. The powers, authority and discretion of the Employers to exercise its rights and carry out its responsibilities shall be limited only to the specific and expressed terms of this Agreement.

Section 2. All employees shall be required to adhere to the general policies of the Employers and shall observe and obey all rules and regulations of the Employers.

The Employers shall have the right to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, security, efficient and/or effective operations. The Employers shall make the employees aware of new or modified rules and regulations prior to implementation. The rules and regulations shall not limit the Employers' right to discipline or discharge employees under appropriate circumstances whether or not the cause for such action is addressed in said rules. Such discipline may be challenged through the grievance procedure.

Section 3. Persons not covered by this Agreement may perform any work performed by members of the bargaining unit, provided that the work being performed does not cause the layoff of a bargaining unit employee.

ARTICLE III **UNION SECURITY AND CHECK OFF**

Section 1. Present employees within the bargaining unit shall become members of the Union no later than the thirty-first (31st) day after the effective date of this Agreement and shall, during the life of this Agreement, as a condition of continued employment, remain members in good standing of the Union to the extent of tendering periodic dues or a service fee of an equivalent amount to the Union; and all employees thereafter hired and placed on the payroll with the bargaining unit shall become and remain members of the Union after the thirty-first (31st) day after the beginning of their employment, as a condition of continued employment, to the extent of tendering to the Union periodic dues or a service fee of an equivalent amount. At the time of orientation of a new employee, a meeting shall be scheduled between the Union Representative and the employee for the purpose of conveying basic information about the new employee's obligation to pay dues or agency shop fees. At this meeting, the new employee shall be apprised of this Article's provisions.

Section 2. The Employers agree to deduct or cause to be deducted from the pay of members of the Union, who individually authorize such deductions in writing to the Employers on authorization cards, the regular monthly Union dues or service charges. The monthly dues or service charges shall be deducted from the first pay of each employee in each calendar month and the amount deducted, together with a list of names of the Union members for whom such deductions have been made, shall be forwarded to the Financial Secretary of the local Union no later than the twentieth (20th) day of each month in which such deductions are made. The Union shall furnish the Employers completed and executed authorization cards for deductions referred to previously.

Section 3. The Union shall defend, indemnify, protect and hold harmless the Employers from any and all claims, demands, suits, and other forms of liability by reasons of actions taken by the Employers for the purpose of complying with this Article. The Employers shall not be liable to the Union by reason of this Section for anything other than the remittance or payment of any sums actually deducted from employee wages.

Section 4. Copies of this Agreement shall be printed at the shared expense of the Employers and the Union within thirty (30) days after the Agreement is signed and presented to

all employees now employed, or hereafter employed. Ten (10) copies of this Agreement shall be furnished to the International Union for its use.

ARTICLE IV UNION REPRESENTATION

Section 1. The Employers shall recognize three (3) Union representatives for the purpose of representing employees in accordance with the provisions of Article V, Grievance Procedure, of this Agreement. The third position, Union Steward shall be recognized only in the absence of the Unit Chairperson and Vice-Unit Chairperson for conducting union business. The Union will inform the Employers in writing of the identity of these representatives. The three (3) authorized Union representatives shall be considered to have top seniority solely for the purpose of avoiding layoff from work.

The Employers shall recognize these three (3) unit employees as a bargaining team for negotiations as necessary for a replacement for this Agreement at its expiration. The Employers will be kept advised of the individuals designated by the Union for these positions. This committee will be authorized by the Union to bargain for the local Union and shall be able to execute agreements subject to membership ratification. Unless agreed otherwise by the parties, all bargaining sessions for a new contract will begin no later than 1:30 p.m.

Section 2. The authority of the Union representative shall be limited to and shall not exceed the following duties and activities:

- A. The administration of the current labor Agreement or its supplements and investigation and presentation of grievances in accordance with the Grievance Procedure; and
- B. The collection of dues when authorized by local Union action.

Section 3. The representative has no authority to take strike action, or any other action interrupting the Employers' operation. The Employers and the Union recognize these limitations upon the authority of the representative. The Union will take all appropriate measures to ensure that these limitations are followed. The Employers, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event any representative has taken or prompted an unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

Section 4. It is understood that all affairs of the Union in connection with this Agreement, including the processing of grievances, shall be conducted by the Union and the representative so as not to disrupt the efficient performance of the Employers' work.

In the event it is necessary for a representative to leave his/her work station to handle an alleged grievance, he/she shall talk to his/her supervisor. The supervisor will consider the needs and efficient performance of the department when deciding to grant or deny permission. Permission to leave the work station for this purpose will not be withheld arbitrarily. The supervisor shall be advised of the time going and returning. One representative will be paid a maximum of 30 minutes for investigation and adjustment of the alleged grievance.

The Employers will conduct certain Labor Management Grievance meetings during scheduled work time for the adjustment of grievances. The Employers and the Union will schedule these meetings at mutually convenient times. The Union representatives who participate in these meetings will be paid for time spent in these meetings during the normal work day. In addition, the Employers will pay for time lost from the normal work day when it requires Union representatives to be present to satisfy other obligations imposed by this Agreement.

Section 5. Representatives of the Union may enter the office area for the purpose of assisting in the settlement of grievances which are progressing through the grievance procedure, provided that said representatives will make advanced arrangements with the Administrator, or designee, for such visits, shall use designated entrances to the facility and shall not enter the non-public areas unless accompanied by a representative of the Employers.

Section 6. The Employers agree to meet with three (3) Union representatives to discuss matters of mutual concern and interest. The meetings shall be scheduled with 24 hours notice and after specific agenda items are presented to all parties. These meetings will be held during normal working hours no more often than twice per month and shall last no longer than one (1) hour.

ARTICLE V WORK WEEK

Section 1. The normal payroll period shall consist of two (2) consecutive calendar weeks beginning at 12:01 a.m. on a designated Saturday through 12:00 p.m. on the second Friday thereafter. An employee's work week shall normally consist of five (5) consecutive scheduled work days.

Section 2. The normal work day will consist of eight (8) hours per day and a one-half (30 minutes) or one (1) hour unpaid lunch period.

Section 3. Both the work week and the work day may be modified by the Court as the Court deems necessary. Flexible schedules may be worked out between the employee and supervisor as long as Court operations are not disrupted.

Section 4. During the course of the work day, each employee will be entitled to two (2) fifteen (15) minute rest periods, one near the midpoint of the morning and the other near the midpoint of the afternoon. Rest periods are non-cumulative and are not to be used to add to lunch periods; and neither rest periods nor lunch periods may be used to excuse late arrivals or early departures. In the event an employee misses a scheduled rest period due to work demand, he/she may take an unscheduled rest period within the restrictions of this section and with the approval of the supervisor.

Section 5. The hours for beginning and ending work, rest periods and lunch hours may vary depending upon the situation facing the Employers. The decision to vary the hours of work is the responsibility of management; nothing contained here should be construed as a guarantee of eight (8) hours of work per day or forty (40) hours of work or pay per week.

Section 6. Employees will be responsible for reporting all time worked on normal County payroll forms.

Section 7. In no case may an employee falsify or alter his/her payroll form or fill out or alter another employee's payroll form. Any employee who violates this policy will be subject to an indefinite suspension or possible discharge.

Section 8. Payroll forms must carry the approval signature of the supervisor, Court Administrator or designee.

Section 9. Overtime is authorized for work performed in excess of forty (40) hours per week or eight (8) hours per day.

Section 10. Overtime pay shall be awarded only in cases where overtime is authorized by the supervisor, Court Administrator or the Judges.

Section 11. Non-exempt employees as defined by the Minimum Wage Act shall be paid at the rate of 1.5 times their regular hourly base rate of pay for hours approved by the Employers and worked in excess of forty (40) hours per pay period or eight (8) hours per day.

Section 12. When it is necessary to schedule overtime, each employee within the classification where overtime is being scheduled will receive ample notification from his/her supervisor. The opportunity to work overtime will be offered first to the most senior employees in the classification with the ability to perform the work needed. In the event that not enough employees volunteer, the Employers reserve the right to require employees to work the scheduled overtime. Requirement to work overtime will be made first upon the least senior employees in the classification.

Section 13. When an employee is required to work overtime and is unable to get advance approval because of the nature of his/her position, the supervisor must be notified the following business day. Failure to notify the following business day will result in a refusal to recognize the overtime.

Section 14. Temporary reassignment of an employee to a higher rate job classification for seven (7) hours per day will qualify the employee for payment of his/her step at the rate of the job classification being assigned on a temporary basis. It is understood that such assignments will not be made in such a way as to avoid the payment of step-up pay. This Section does not apply to Bench Clerks performing Court Recorder work; they will continue to be paid their regular rate of pay while performing such duties.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or difference between the Employers and the Union with respect to the meaning, interpretation or application of the expressed terms of this Agreement. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein

provided and that there shall at no time be any strikes, lockouts, slow-downs, walk-outs or any other cessation of work or attempt to resort to other legal proceedings to settle any grievance.

It is the intent of the Union and the Employers that, with the exception of those individual grievance privileges expressly set forth in the Grievance Procedure, the Union shall be the sole representative of the interests of the unit employees. Further, only the Union shall have the right under contractual grievance procedures or any judicial or administrative forum to assert against the Employers any claimed violation of the Agreement.

Section 2. The time elements in the steps established in Section 5 below can be shortened or extended by mutual written agreement. A grievance not advanced by the Union to the next higher level within the time limit provided shall be deemed permanently withdrawn. A grievance not answered by the Employers within the time limit provided may be advanced to the next higher level as provided in Section 5 below.

Section 3. All grievances shall be presented in writing as required by Section 5.A., on the appropriate form, to the Court Administrator within seven (7) calendar days after the facts giving rise to the grievance were first known or should have been known to the grieving party or a Union representative. Furthermore, no grievance shall be considered or discussed which is presented later than thirty (30) calendar days after such violation(s) has occurred. Any grievance not presented in strict accordance with these time limits shall not be considered a grievance under this Agreement and the Employers need not consider or process the dispute in accordance with the Article.

Section 4. Verbal Procedure. Any employee having a grievance may take it up immediately with his/her immediate supervisor with the Union representative present, if requested. Every effort shall be made to adjust all controversies and disagreements in an amicable manner. In the event any dispute cannot be settled in this manner, the question may be formally submitted to the formal Written Grievance Procedure hereinafter provided.

Section 5 Written Grievance Procedure.

A. Step 1. In the event the grievance is not settled orally between the employee and his/her supervisor, the Union representative shall submit the grievance, in writing, to the Court Administrator within the time limits established in Section 3 of this Article. The grieving employee and the Union representative shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the specific violation(s), article(s) and section(s) of this Agreement involved, and (2) the remedy or correction demanded. The Court Administrator shall give his/her decision in writing within seven (7) calendar days.

B. Step 2. Should the Employers fail to give a written answer within seven (7) calendar days or should the Union be dissatisfied with the Employers' decision, the Union representative shall appeal, in writing to the Employers within seven (7) calendar days of the date the Step 1 answer was due. The appeal shall state the reason or reasons why the Employers' decision was not satisfactory.

A meeting between the grievant, the two Union representatives, if available, and the Court Administrator and/or his/her designee will be scheduled for a mutually convenient time

within seven (7) calendar days of the receipt of the appeal to discuss the grievance. The Employers shall give its answer to the Union within seven (7) calendar days of the Step 2 meetings.

C. Step 3. Should the Employers fail to give a written answer within seven (7) calendar days or should the Union be dissatisfied with the Employers' decision, the Union representative shall appeal, in writing, to the Employers within seven (7) calendar days of the date the Step 2 answer was due. The appeal shall state the reason or reasons why the Employers' decision was not satisfactory.

A meeting between the grievant, the two Union representatives, if available, the representative, the Court Administrator and/or his/her designee and the Chief Judge will be scheduled for a mutually convenient time within fourteen (14) calendar days of the receipt of the appeal to discuss the grievance. The Employers shall give their answer to the Union within seven (7) calendar days of the Step 3 meeting.

Section 6. Step 4 - Arbitration.

A. Should the Union be dissatisfied with the Step 3 answer, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, the Union must give the Employers formal notice of its appeal to arbitration, in writing, within twenty-eight (28) calendar days from the date the Step 3 answer was due.

B. If notice of appeal to arbitrate is given, the parties shall endeavor to select a mutually satisfactory arbitrator during a seven (7) calendar day period following the date of such notice. If they are unable to agree, the parties shall request the F.M.C.S. to submit a list of five (5) arbitrators. Within fourteen (14) calendar days of the receipt of the list, the parties will select the arbitrator. Each party shall alternately strike one (1) name from such list until only one (1) name remains, and the remaining name shall be that of the Arbitrator. The parties will alternate, from case to case, the duty to strike first. The Arbitrator shall be notified of his/her selection by joint letter requesting that he/she set a time and place for the hearing subject to the availability of the Employers and the Union representatives.

C. The parties agree that the Arbitrator and the arbitration shall be subject to the following:

1. The Arbitrator shall be empowered to rule only on grievances which involve an interpretation or application of this Agreement.

2. The Arbitrator shall not have jurisdiction to add to, detract from, ignore, subtract from or modify any of the terms of this Agreement or Written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.

3. If a question of back pay is involved in a grievance, the Arbitrator may not award back pay for a period prior to the date of submission of the grievance to the Employers. Back pay shall be limited to the amount of the wages the employee would have earned, within

the foregoing limitation, less any amount received by him/her from other employment, or unemployment compensation which is not repaid to the Unemployment Agency.

4. It shall be the responsibility of the Arbitrator to render a decision within thirty (30) days of the closing of the case if possible.

5. The costs of the arbitration procedure and the charges of the Arbitrator for his/her fees and costs shall be borne equally by the parties. Each party shall bear the cost of its own witnesses and representatives.

6. Only one grievance shall be presented to an Arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same Arbitrator.

Section 7. The Arbitrator's decision on an arbitrable matter within his/her jurisdiction shall be final and binding on all employees, the Employers and the Union. Should the Union decide not to take a grievance to arbitration, its decision is final and binding upon all grievants.

Section 8. If a grievance under this contract involves any matter dealing with pay or benefits, the Court will immediately notify the Human Resources Director and said individual or his/her designee must be involved in the grievance procedure and any resolution of said grievance.

ARTICLE VII DISCHARGE AND DISCIPLINARY ACTION

Section 1. When a meeting is to be held between an employee and any supervisor and the possibility of disciplinary action might exist, the employee shall have the right to request that a union representative be present, and the meeting shall not continue until the union representative is able to be present.

Section 2. The Employers shall not discharge or take disciplinary action against any non-probationary employee without cause. It is understood and agreed that this Article is not applicable to probationary employees. A probationary employee may be discharged without recourse at the sole discretion of the Employers and said probationary employee may not resort to the grievance procedures set forth in Article V.

Section 3. The County is committed to the concept of progressive discipline. Such concept is based upon the belief that each County employee is entitled to notice of his/her deficiencies and, when appropriate, will be given a reasonable period of time to correct such deficiencies. Progressive discipline includes verbal warnings, written reprimands, suspensions with or without pay, and termination of employment.

Section 4. Copies of the document notifying of a disciplinary suspension or discharge will be given to the employee and the Union.

Section 5. A grievance involving a discharge shall begin with Step 2. If an employee desires to contest his/her discharge, the Union may, within seven (7) calendar days of the occurrence of the discharge, reduce the grievance to writing as required above and serve a copy

on the Court Administrator. Thereafter, all time limits, procedures, and rules set forth in Steps 2, 3 and 4 above shall govern the grievance and arbitration procedures and are fully incorporated herein, except that the Step 2 meeting will be held within one (1) working day after a grievance is filed by the Union.

Section 6. Disciplinary "write-ups" which do not involve a suspension will become inactive and will not be used as a basis for further discipline when (1) the "write-up" is more than twelve (12) months old and (2) no other discipline occurred during the 12-month period which relied, in any part, on that discipline. After a period of twelve (12) months without any further discipline, the non-suspension write-up will be retained in the file but considered to be on inactive status.

Disciplinary "write-ups" which involve a suspension will become inactive and will not be used as a basis for further discipline when (1) the "write-up" is more than eighteen (18) months old and (2) no other discipline occurred during the 18-month period which relied, in any part, on that discipline. After a period of eighteen (18) months without any further discipline, the suspension write-up will be retained in the file but considered to be on inactive status and used only for background information.

Upon request, the County will remove any discipline in an employee's personnel file that predates 4/1/98.

ARTICLE VIII SENIORITY

Section 1. Employees of the District Court on the date of ratification of this Agreement will continue to have the same seniority date as before ratification. For employees hired into the District Court after the ratification date, their seniority date will be the date on which they have most recently begun working for the District Court. Subject to the other provisions of this Agreement, seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provisions of this Agreement. Additionally, as County employees, the employees covered by this Agreement will have the same rights and privileges as other County employees to bid on open positions, provided, however, that those rights and privileges shall not be construed to conflict with provisions of other collective bargaining agreements and existing County policies and practices.

Section 2. The following employment categories will be recognized:

A. Probationary Employees. Newly-hired employees who have not completed the probationary period of employment with the Employers. The probationary period provides an opportunity for the Employers to determine whether employees have the skills, work habits and other attributes necessary to qualify for regular status.

B. Regular Full-Time Employees. Employees who have completed their probationary period and who normally work forty (40) hours per week in a position established in the budget and accrue appropriate benefits. Under special conditions (illnesses, etc.), regular employees may work less than forty (40) hours per week without losing benefits.

C. Regular Part-Time Employees. Employees who are regular members of the Court staff and normally work less than forty (40) hours per week.

Section 3. An employee shall lose his/her seniority for the following reasons:

A. An employee voluntarily quits the Court's employment, resigns or retires.

B. An employee is discharged for cause.

C. An employee who is absent from work for two (2) consecutive days without advising the Court in advance or through the employee's immediate supervisor during said two day period. An employee who does not provide the Court with the required notice shall be considered a voluntary quit, unless it is impossible for the employee to do so.

D. An employee who has acquired seniority has been on layoff for a period of more than two (2) years after the employee last worked in the Court.

E. An employee, who has been on layoff, fails to follow procedures for recall in the manner and within the time limits set forth in this Article.

F. Employee fails to report for work at the termination of a leave of absence or vacation without advising the Employers prior to the expiration of the leave of absence or vacation of a reason deemed acceptable by the Employers for such failure, unless it is impossible for the employee to do so. An employee who does not provide the Employers with a reason deemed acceptable by the Employers shall be considered a voluntary quit.

G. Any employee with continuing service in the bargaining unit who has acquired seniority and whose illness or injury has prevented him/her from performing work in the Court and who fails to recover and return to work within a period of one (1) year after the employee last worked in the Court.

H. Providing a false reason for a leave of absence or failure to return to work after the expiration of a leave.

I. Falsification of any personnel forms.

Section 4. When a new employee is hired, he/she will be a probationary employee for the first six (6) months of employment. The Court reserves the right to extend the probationary employment status up to a maximum of 90 days, when deemed appropriate.

A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the date of employment.

Section 5. An employee's name, date of employment and classification, upon completion of the probationary period, will be entered in the proper order on the seniority list.

Section 6. Any employees with the same seniority date shall be considered in alphabetical order of their last names at the date of hire for any situation bringing about the need of determination by seniority.

Section 7. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 8. Order of Layoff. Except as provided below, the layoff of permanent employees shall be in inverse order of seniority in the position classes affected. Temporary and probationary employees shall be laid off before any permanent employees.

Section 9. Demotion or Transfer in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff under Section 2 be demoted or transferred by Management in accordance with his or her seniority to an equal or lower paying position in the bargaining unit which he or she is able to perform and qualified to fill, in the following order of priority, provided however, that such employee has more seniority than the employee being displaced:

- A. The least senior employee in the next lower classification anywhere in the Court.
If none, then:
- B. The least senior employee in the second lower classification anywhere in the Court.
- C. This process shall be repeated until no further displacement is possible.

Management shall have the exclusive right to determine such person's ability and qualifications to fill a position with recourse to the grievance or other appeals procedure. Management shall determine such person's ability and qualifications to fill a position by administering such tests as it may deem appropriate.

If an employee is demoted or transferred in lieu of layoff and his or her regular classification subsequently becomes available, he or she shall thereupon be promoted or transferred back to his/her regular classification.

Section 10. Exceptions to Seniority. The Chief Judge may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees who are physically or mentally unable to perform the full scope of their duties or unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

Section 11. Notice of Layoff. The Court will endeavor to provide employees to be laid off indefinitely with at least thirty (30) calendar days advance notification, but employees to be indefinitely laid off must be given at least seven (7) calendar days prior notice except in situations beyond the control of the Court.

A. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

B. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

C. Names shall remain on the recall list for six (6) months or the length of their seniority, whichever is greater, unless removed as provided. Employees shall be recalled from layoff or shall be restored to positions from which demoted before any other persons are selected for employment or promotion in those classes; provided, however, they have the ability and qualifications therefor as determined by Management or as provided in Section 3 above.

Section 12. Change in Classification.

A. If, during the life of this Agreement, a new job classification is created in the bargaining unit, the County shall establish the rate of pay and requirements therefor along with notifying the Union of its decision. During the first thirty (30) days after the Union has been notified of the new job classification and the rate assigned thereto, the Union shall have the right to initiate negotiations with respect to such rate. If no such request is filed within the thirty (30) day period, the rate of pay and requirements will become permanent as established by the County.

B. The County agrees that any consolidation or elimination of a job classification shall not be effected without a special conference.

Section 13. Job Postings. When it becomes necessary to fill a new position or a vacancy in an existing position within the District Court, a notice of the vacancy, including the rate of pay, will be posted in a conspicuous place to allow District Court employees the opportunity to apply. The notice will be posted for five (5) working days and will state the deadline for making application. The applicant who, in the judgment of the Court, is most qualified will be awarded the position. Positions will be awarded to a District Court employee if one applies and is qualified. If, in the judgment of the Court all factors are relatively equal among applicants considered to be qualified, the applicant with the greatest amount of seniority will be awarded the position.

The first open position will be posted in the above manner. The same procedure will be followed to solicit interest in positions within the District Court vacated by a successful applicant or as a result of further transfers of employees to fill in behind the successful applicant. Nothing shall prevent the Court from making all necessary assignments during the vacancy filling process, including temporary transfers, to see that work is performed.

The time limit set forth in this Section may be reduced by mutual agreement of the parties. Nothing shall prevent the Employers from making all necessary assignments during the vacancy filling process, including temporary transfers, to see that work is performed.

Section 14. Continuity of Service. Can be restored upon completing his/her probationary period when an employee leaves the employ of County government and is rehired.

For employees rehired before January 1, 2008, the employee's prior period of service will be combined with the employee's current period of service to determine a new seniority date for purposes of bonus vacation and longevity pay. For employees hired on or after January 1, 2008, the employee's prior period of service will be combined with the employee's current period of service to determine a new seniority date for purposes of bonus vacation only. For purposes of layoff/recall, job preferences, etc., the employee will not receive any prior service credit, but rather his/her seniority date will be his/her most recent hire/rehire date. The returning employee can also reestablish retirement service credit if he/she repays all retirement contributions as provided in the retirement resolution. The Human Resources Manager shall rule on all cases of continuity of service, subject to the grievance procedure.

ARTICLE IX HOLIDAYS

Section 1. Regular employees who qualify will be paid for all holidays observed by the Court. The parties will continue their present practice regarding the accrual of holiday and personal time for regular part-time employees, based on their FTE.

Section 2. Holiday Pay Qualifications. To qualify for holiday pay, employees must be on active pay status the work day before and the work day after the holiday. Employees required to work on the designated/observed holiday will be paid double time and one-half (2½) their regular base hourly pay rate (i.e. holiday pay + time and one-half).

Section 3. In situations where a holiday occurs and absence is due to disciplinary action, the employee is not entitled to holiday pay.

Section 4. Effective January 1, 2006, regular employees will receive eight (8) hours of personal time. The use of personal leave hours must be approved by the Court Administrator and shall not accumulate from one calendar year to the next. There is no payoff for unused personal leave hours.

ARTICLE X VACATIONS

Section 1. Eligibility for Vacation. Every employee shall be allowed vacation leave at the rate shown in the following table.

- Every continuing full-time regular employee shall be entitled to vacation leave with pay of four (4) hours for each completed biweekly work period of service, except that no employee shall be entitled to utilize such vacation leave until he/she has completed thirteen (13) biweekly work periods. Employees who have completed five years of continuous service shall earn additional or bonus vacation leave with pay according to length of total classified service as follows:
- For five (5) or more, but less than ten (10) years, sixteen (16) hours annually;

- For ten (10) or more, but less than fifteen (15) years, thirty-two (32) hours annually;
- For fifteen (15) or more, but less than twenty (20) years, forty-eight (48) hours annually;
- For twenty (20) or more years, sixty-four (64) hours annually.

Section 2. Accrual of Vacation Time. No vacation leave shall be authorized, accrued, or credited in excess of two hundred-forty (240) hours. An employee who transfers from one County department to another shall have their balance of vacation transferred to the new department. The parties will continue their present practice regarding the accrual of vacation time for regular employees. Regular employees accrue vacation time in proportion to the time worked within the pay period.

Section 3. Payoff at Termination. When an employee is separated from County classified service and such employee has completed thirteen (13) biweekly work periods, he/she shall be paid at his/her current rate of pay for his/her unused credited vacation leave, but in no case in excess of two hundred-forty (240) hours. Vacation leave shall not be allowed in advance of being earned. An employee who terminates employment will receive payoff of accrued vacation leave in his/her final paycheck. An employee may not extend County service by using vacation leave. Any exceptions to this policy require approval of the Human Resources Director.

Section 4. Vacation Administration Although the Court reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Court and consistent with the employee's request based on seniority. The vacation calendar will be available to all employees. An employee will be permitted to take his/her vacation leave in fifteen (15) minute increments with prior approval of the Court Administrator. An employee may utilize vacation leave only with the prior approval of the Court Administrator. The employee must request vacation leave at least twenty-four (24) hours in advance. Advance notice may be waived by the supervisor, taking into account staffing needs.

Section 5. Employees on the payroll as of January 1, 1999, will have additional hours without pay grandfathered as follows:

5-9 years	+ 10 hours without pay
10-14 years	+ 31 hours without pay
15-19 years	+ 43 hours without pay
20 + years	+ 27 hours* without pay

*When an employee moves from 19 to 20 years, 27 hours will be granted without pay, while 16 hours will move to with pay status.

Employees will accrue full benefits while on approved Article X, Section 5 leave (unlike other unpaid leaves where benefits are pro-rated).

ARTICLE XI
SICK PAY

Section 1. Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

Section 2. Each regular employee of the County shall accrue three (3) hours with pay as sick leave for each completed biweekly work period. Part-time regular employees accrue sick leave in proportion to their time worked. Sick leave with pay must be utilized by regular employees throughout their period of employment with the County. An employee who is absent as a result of illness or injury must utilize his/her accrued sick leave (15 minute increments). Following the utilization of an employee's accrued sick leave, an employee may utilize accrued vacation leave for additional time lost as a result of illness or injury. Sick and vacation leave shall be utilized in an amount equal to the normal daily work hours that the employee loses as a result of such illness or injury. Sick leave may be accrued throughout the employee's entire period of classified service. A physician's statement may be requested for verification of illness or injury.

Section 3. An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the Court Administrator in the following instances:

A. When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury. The Court Administrator may request a physician's verification of illness if absences are frequent.

B. When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.

C. When death occurs in the employee's immediate family (spouse, children, parents, or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, any persons for whom financial or physical care is the employee's principal responsibility), including a step-relative of any of the above.

D. When unusual circumstances and emergencies exist in the employee's immediate family. Failure by the employee to make diligent effort to notify the Court Administrator may result in loss of pay.

E. Effective January 1, 2006, sick leave may be used for the illness of a family member living in the employee's home or when covered by FMLA.

Section 4. Employees may use accrued sick leave, personal time or vacation leave for health care provider visits.

Section 5. All sick leave used shall be substantiated by written evidence signed by the employee's immediate supervisor or Court Administrator, and by such other evidence as the appointing authority and/or Human Resources Director may require. Falsification of such evidence shall be cause for dismissal.

Section 6. An employee before returning to his/her duties from an illness of over five (5) consecutive working days shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to the Court Administrator.

Section 7. Sick leave hours will be used on a "LIFO" basis, i.e., last in, first out.

Section 8. After completion of five (5) years of continuous active service, an employee may receive compensation for unused sick leave credits at his/her current rate of pay as follows:

Termination - Effective 1-1-86, no payoff at time of termination or deferred retirement. For accrued sick leave prior to 1-1-86, twenty-five percent (25%) at time of termination or deferred retirement provided said employee has not been discharged for just cause as may be determined by the Court Administrator, the Human Resources Director, and the Chief Judge.

Retirement - Fifty percent (50%) at retirement, payment not to exceed eight hundred (800) hours. Hours accrued after 1-1-86 shall not be included in calculating final average compensation.

Section 9. An employee's attendance will be reviewed at the end of each calendar quarter. Each non-probationary employee who has used eight (8) or fewer hours of sick leave and/or unpaid time off (other than time off taken under the Family and Medical Leave Act) will be allowed to convert eight (8) hours of sick leave to vacation leave.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Witness and Jury Duty. Any employee who is subpoenaed as a witness or called to serve on a jury shall be granted a leave of absence to serve as required. The employee shall be expected to be at work at all hours when not serving.

Leaves of absence for witness or jury duty shall be with full pay, less the amount received by the employee for such duty.

Section 2. Military Leave for Active Duty. Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940 and as amended, shall be entitled to a leave of absence without pay for the period of service required by such original induction. Upon their honorable discharge, such employees will be reinstated to their former positions or one comparable to it provided they make formal application for reinstatement within ninety (90) days after military discharge.

Section 3. Military Leave for Reserve Duty. Any regular employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by the commanding officer. The employee shall be paid by the County the difference between the military base pay and the regular full salary.

Any full-time employee who is called for involuntary active duty by any of the established Armed Forces Reserve Units or by the Michigan National Guard, shall be paid a supplement of 100% of the difference between the total monthly military pay inclusive of all special compensations and allowances (excluding travel reimbursement), and the gross monthly County base pay (1/12 of annualized salary) for up to one year of activation. The County will continue the employee's pension service credit/contribution along with any other statutorily required provisions. The County will also continue the health insurance benefits for the activated employee's family for the active duty leave period (if a plan similar to the County's group health insurance plan is unavailable). An employee on active duty leave will not accrue other County benefits while on military leave unless specifically required by statute.

Section 4. Administrative or Special Leave. An administrative or special leave may be granted an employee when approved by the Court Administrator for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, or for their personal reasons. All leaves shall be specific as to their duration and may not be granted for a period of more than one (1) year. The employee requesting an administrative or special leave is not guaranteed reinstatement to the position held prior to the leave. An employee returning from a leave of absence should contact the Court Administrator thirty (30) days prior to the expiration of such leave and every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, employment status will be terminated.

Section 5. Disability Leave. Any request for disability leave of absence must include a supporting physician's statement which includes the date the employee became unable to work and, whenever possible, a projected date of return.

All requests for disability leave of absence must be approved by the Court Administrator. The employee granted a disability leave of absence is not guaranteed reinstatement to the position he/she held prior to the leave. An employee returning from a disability leave of absence should contact the Court Administrator thirty (30) days prior to the expiration of such leave. Every effort will be made by the Court to reinstate said employee to a position equivalent to the position held prior to the initiation of said disability leave.

Section 6. Workers' Compensation. County employees who suffer a work-related accident or illness are covered by the Michigan Workers' Compensation Law. Any accident or illness must be reported to the Human Resources Department.

Section 7. Union Leave. Employees may request a Union leave to attend Union conferences, conventions and training sessions not to exceed five (5) consecutive calendar days; and those leave requests will be granted provided the request is submitted at least seven (7) calendar days in advance. No more than two (2) employees shall be granted a Union leave at any given time. Union leaves will not be unreasonably denied. The total number of regularly scheduled working days allowable for this purpose shall not exceed twenty-five (25) total days in any twelve (12) month period. Employees will accrue full benefits while on approved Union leave (unlike other unpaid leaves where benefits are pro-rated).

Section 8. FMLA Leave. Any request for leave of absence under the Family and Medical Leave Act shall follow County Policy. FMLA leave is to be used for the following purposes:

- a) To care for the employee's child after birth, or placement for adoption or foster care;
- b) To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,
- c) For a serious health condition that makes the employee unable to perform the duties of his/her job.

ARTICLE XIII
LONGEVITY

Employees who, by October 1 of any year, complete six (6) or more years of continuous service with the County and who, as of the day of payment thereof in such year are still employed by the County, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the following basis:

- \$20.00 per year after 6 years of service
- \$25.00 per year after 11 years of service
- \$30.00 per year after 16 years of service
- \$35.00 per year after 21 years of service
- \$40.00 per year after 26 years of service

A. Any eligible employee who retires under the provisions of the Kalamazoo County Retirement System prior to October first of any year shall receive longevity payment in a pro rata amount for the time worked during that period.

B. In case of death, the beneficiary of such deceased eligible employee shall receive the pro rata amount to the date of death.

C. Employees hired on or after January 1, 2006 are not eligible for longevity pay.

ARTICLE XIV
TUITION REFUND POLICY

The County shall pay a maximum of seventy-five percent (75%) of approved tuition up to \$500 a year for tuition to County employees taking approved high school or college courses, as outlined in a more detailed policy statement available from the Court Administrator. Approved courses shall be those which provide for the systematic improvement of knowledge or skills required in the performance of the employee's work or courses that, for other reasons will be beneficial to the employee and the County. All courses shall be approved by the Court Administrator prior to issuance of the tuition refund. The employee must remain in County service for a period of twelve (12) months following completion of the course or courses or forfeit the tuition payment.

An employee terminated as a result of County action may not be required to forfeit the tuition payment.

ARTICLE XV
PARKING

The Employers will provide free parking to all employees.

ARTICLE XVI
MILEAGE

Employees required to travel on Court business and use their own vehicle shall be paid mileage at the current County rate.

ARTICLE XVII
RETIREMENT PLAN

Section 1. Retirement Plan. The County agrees, for the life of this Agreement, to maintain participation in the Kalamazoo County Employees Retirement System as amended. The most recent amendment to the Retirement Plan indicated that unit members who are considered active employees under said Plan would be entitled to a retirement factor of 2.5 for their County years of service. Employees hired on or after July 1, 2009 will be eligible for normal retirement benefits if they retire after attaining age sixty-five (65) with at least eight (8) years of service. They will be eligible to retire with a reduced benefit if they retire after attaining age sixty (60) with at least eight (8) years of credited service.

Section 2. Pension Calculation. County Final Average Compensation ("FAC;" best 5 of last 10 years) multiplied by years of City service, multiplied by 1.7%, plus County FAC multiplied by years of County service, multiplied by 2.5%; the total amount paid in one check.

$$\begin{array}{rcl} \text{Restated:} & \text{County FAC x yrs of City service x 1.7\%} & \\ & + & \\ & & = 1 \text{ check} \\ & \text{County FAC x yrs of County service x 2.5\%} & \end{array}$$

Section 3. Defined Contribution Plan. The two employees (Sylvia Todd and Lynn Hoyt) who are currently eligible to participate in the replicated defined contribution plan will continue to be eligible to participate in that plan. No other employees may participate in this plan.

ARTICLE XVIII
SALARIES AND INSURANCE

Section 1. Salary Schedule. The Salary Schedule attached hereto as Appendix A is effective the first pay period after January 1, 2009 and will remain in effect through December 31, 2009. Appendix A reflects a 2.0% increase for all classifications, except for the two employees who continue to be red-circled. The six (6) Bench Clerks will be elevated from the

D-18 pay level to the D-21 pay level effective the first pay period after May 2, 2008. The conversion for these employees will be consistent with how such conversions have occurred in the past. The topics of wages and benefits will be automatically reopened for the period January 1, 2009 through December 31, 2009, and again for the period January 1, 2010 through December 31, 2010.

Section 2. All bargaining unit members shall be eligible to become members of the County's KalFlex insurance program. On an annual basis, each bargaining unit member shall have the opportunity to select the options then available under said flexible benefits plan. The dollars charged under the KalFlex plan for health, dental and vision options for the 2008 plan year will be the same as for the 2006-2007 plan year.

Section 3. Each regular full-time bargaining unit employee shall be eligible for the County's Long-Term Disability Insurance Program.

Section 4. The Long-Term Disability Insurance Plan is fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for ninety (90) days. A disabled employee is eligible for sixty percent (60%) of his/her salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 5. An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the cost of the employee's health insurance and the employee may continue dependent health insurance coverage at the employee's cost.

Section 6. The long-term disability insurance shall not be applicable to any injury or disability which is job-related and covered by the Workers' Compensation Laws.

Section 7. Effective March 1, 2006, employees will be offered a base life insurance plan for \$20,000. Employees will be able to select additional supplemental life insurance for an additional charge.

Section 8. Retiring employees, who terminate employment after becoming eligible for immediate commencement of retirement benefits from the County, shall be eligible for group health insurance when the retiring employee meets the insurance eligibility criteria set forth in this Section. The County shall pay a share of the premium for the retiree based on their completed years of retirement plan credited service. The retiree share of the premium, based on completed years of retirement plan credited service is:

At least 8	70%
At least 9	65%
At least 10	60%
At least 11	55%
At least 12	50%
At least 13	45%
At least 14	40%

At least 15	35%
At least 16	30%
At least 17	25%
At least 18	20%
At least 19	15%
At least 20	10%
At least 25	5%

Retiree insurance eligibility is based on hire date, years of retirement plan credited service and age at retirement as follows:

Employees hired on or before 12/31/2008 are eligible at age 55 with at least 8 years of service.

Employees hired on or after 1/1/2009 are eligible at age 60 with at least 8 years of service.

An employee whose employment terminates prior to attaining the age and years of service set forth above is not eligible for retiree health insurance.

At age 65, the County will provide only supplemental insurance coverage. A retiree and his/her dependents must obtain Medicare Part A & B at the earliest date eligible. For purposes of this Section, "dependent" means a retiree's spouse, minor children, and/or children who are physically or mentally disabled, regardless of age, who depend upon the retiree for full-time support.

If dependent coverage is available and selected, the retiree must pay the cost of the coverage.

Optional dental and vision insurance coverages are available to a retiree and his/her dependents at 100% cost to the retiree.

This Section does not apply to employees who have deferred retirement (i.e. deferred retirees). A deferred retiree is not eligible to receive retiree health insurance coverage.

ARTICLE XIX REGULAR PART-TIME EMPLOYEES

Section 1. Regular employees who are working in regular part-time positions either in a job-sharing position or regular part-time position shall be eligible for benefits as follows:

Regular part-time workers are eligible to participate in the County's KalFlex Benefit Program provided they are regularly scheduled to work at least an average twenty (20) hours per week.

Regular part-time workers receive sick leave and vacation credit based on a proration of their hours worked.

Regular part-time workers are eligible for tuition reimbursement and longevity pay.

Regular part-time workers who are regularly scheduled an average twenty (20) or more hours per week are eligible for the County's long-term disability plan.

All other benefits in the Contract are applicable to regular part-time workers on a pro rata basis based upon their regularly scheduled hours.

ARTICLE XX
BULLETIN BOARD

The Employers will continue to provide a bulletin board for the use of the Union. Notices relative to Union meetings, dues, entertainment, health and safety and "thank you" cards may be placed upon the same without prior approval. Nothing posted upon the bulletin board shall be of a partisan political nature or controversial in nature or reflect upon the Court or upon any employees in any other labor organization.

ARTICLE XXI
MISCELLANEOUS

Section 1. Health and Safety Committee Representative. The County will permit the Union to designate one (1) member (and 1 alternate) as a representative to the County's Health and Safety Committee. The designee's name (and alternate's; and any changes in either designee or alternate) must be provided to the Court Administrator and the County's Human Resources Department.

Section 2. Emergencies/Inclement Weather. When it is deemed to be in the best interest of the employees to close the buildings or curtail services as a result of snowstorms, tornadoes, or other such emergencies, the determination shall be made by the Chairman of the Board of Commissioners and/or the designated representative. Closing of buildings before or after working hours will be through announced local mass communication media. In the case of such an emergency and decision to close the County buildings, if it is during the business day the Human Resources Department will notify Departments.

All employees who were scheduled to work on days when their offices or buildings were closed due to inclement weather or emergency will receive their regular pay for that day. Those employees, scheduled to work, who are sent home due to an official closing will receive their regular pay for the remainder of their scheduled shift. Employees required to work their regularly scheduled shift on these days, due to emergency operations, will receive their regular pay. If an employee is working at a building which is in operation and other buildings are closed, they are to remain at work.

Employees are considered to be on call during their regular scheduled working hours and should call in or stay tuned to the local mass communication media. If the problem is resolved and their building reopens, employees will be expected to report to work immediately which may be the same day the building reopens.

Employees who are unable to report to work on days when the County offices and buildings are officially open may utilize accrued vacation time, personal leave, or non-pay status.

Section 3. Temporary Workers. Absent the Union's authorization, the County will not utilize a temporary worker, in the same bargaining unit position, for a period of more than six (6) months.

Section 4. Wellness Program. Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program. Participation by individual unit members is completely voluntary. Individual participants' results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.

The Parties recognize that this plan is a County wide program. Neither the continuation of this plan in the future nor the content of the plan or related incentives are subject to negotiation with this Union. Changes or amendments in the plan or its incentives will be made unilaterally by the County in its sole discretion and will be immediately applicable to the members of this unit upon notice.

ARTICLE XXII SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law, by any tribunal of competent jurisdiction, by any court rule adopted, amended or supplemented by the Michigan Supreme Court, by any statute which is enacted or amended, and/or by any directive issued by the State Court Administrator, or if compliance with or enforcement of an Article or Section should be restrained by any tribunal of competent jurisdiction, the remainder of the Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section. If there should be a conflict between provisions of this Agreement and P.A. 374 of 1996, the provisions of such statute will prevail.

ARTICLE XXIII WAIVER OF DUTY TO BARGAIN

Section 1. The parties acknowledge that during 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 of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject 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 they negotiated or signed this Agreement.

Section 2. There are no understandings or agreements or past practices, whether based on the Employers' Policy Book or not, which are binding on either the Employers or the Union other than the written agreements enumerated or referred to in the Agreement. No further agreements shall be binding on either the Employers or the Union until it has been reduced to writing and signed by both the Employers and the Union.

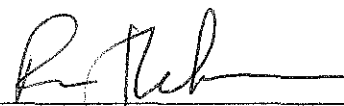
ARTICLE XXIV
TERMINATION OF AGREEMENT

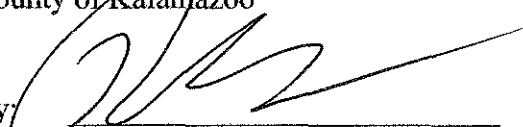
This Agreement shall be in full force and effect from January 1, 2008 to December 31, 2010. This Agreement shall continue in full force and effect from year to year thereafter, unless written notice of desire to negotiate or terminate this Agreement is served on either party at least sixty (60) days prior to the expiration date.

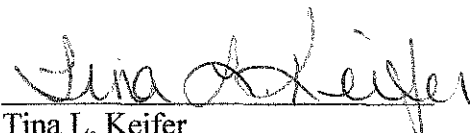
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on the dates set forth below.

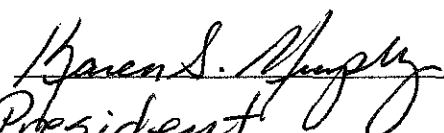
Michigan F.O.P. Labor Council

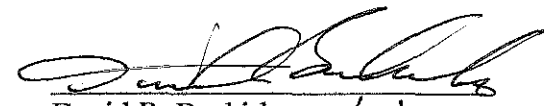
Eighth District Court
County of Kalamazoo

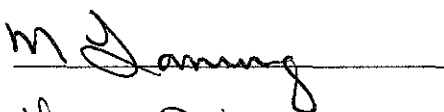
By: 
Its: RANDY MASON
LABOR DIRECTOR

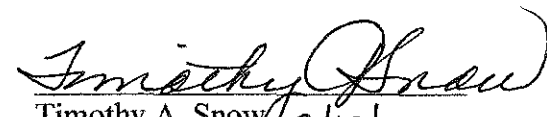
By: 
Its: Richard Santoni
Chief Judge

By: 
Its: Tina L. Keifer
Court Administrator

By: 
Its: Brendan S. Murphy
President

By: 
Its: David R. Buskirk 3/17/09
Chairperson, County Board
of Commissioners

By: 
Its: M. Jamung
Vice-President

By: 
Its: Timothy A. Snow 3/17/09
Clerk/Register

By: F. Michele Burtallen

Its: secretary

Dated: 3/11/09

Dated: _____

y:clients/kal county/dc/2009 neg./cba.revised.2.11.09.doc