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AGREEMENT

COUNTY OF KALAMAZOO

- and -

MICHIGAN COUNCIL #25,

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO,

LOCAL NO. 1677

January 15, 2003 - January 14, 2006

*Kalamazoo County*



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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer," and MICHIGAN COUNCIL #25; AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1677, hereinafter referred to as the "Union."

### WITNESSETH:

#### ARTICLE 1 - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the rates of pay, hours of work and other conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the County, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the County's ability to continue to provide proper services for the community, the County 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 2 - RECOGNITION

Section 1: The County recognizes the Union as the sole and exclusive collective bargaining agency for all full-time and part-time employees in the Animal Control Department, Parks Department, and the Buildings and Grounds Department of the County of Kalamazoo (as shown in the attached salary schedule), but excluding supervisors, assistant supervisors, office clerical, court and court-related employees as determined by the Commission and all other County employees.

Section 2: The County and the Union recognize that neither shall discriminate against any employee because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, veteran status, or political belief, nor shall the County, nor its agents, nor the Union, its agents nor members discriminate against any employee because of membership or non-membership in the Union nor against any employee because of participation or refusal to participate in Union activity permissible under this Agreement.



### ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the County and the employees are vested solely and exclusively in the County.

### ARTICLE 4 - UNION'S RIGHTS

Section 1: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the County's time.

- (a) Chief steward and stewards shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours while presenting grievances as provided in the grievance procedure. It is understood that in no event shall any steward leave his/her work for grievance purposes without first notifying their immediate supervisor and obtaining approval.
- (b) When bargaining sessions are scheduled with representatives of the County, up to four (4) unit members shall be released from their regular duties for such bargaining, provided they are regular members of the Union bargaining team. This provision only applies to regularly scheduled hours and does not apply to time involving approved leaves such as vacation leave.

Section 2: The Union shall have the exclusive right to assign a steward and alternate steward at each facility operated by the County. The County will be notified of the names of all stewards and alternate stewards.

Section 3: The County will provide a bulletin board in each of the following locations upon which the Union will be permitted to post notices concerning Union business and activities: County Courthouse, Juvenile Court, Juvenile Home, Administrative Building, Garage, Park Maintenance Shop, County Center, Animal Control Office, County Jail, Lake Lamont Building, and Nazareth.

### ARTICLE 5 - AGENCY SHOP

Section 1: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union

equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing after completion of their probationary period, and such condition shall be required for the duration of this Agreement.

Section 3: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing after completion of their probationary period.

- (a) Rehired employees are County employees who left the unit and returned within six (6) months. Rehired employees will serve a forty-five (45) days probationary period.
- (b) Reinstated employees are Union members who have been discharged and rehired. Reinstated employees will start to pay Union dues or service fees commencing in the first full month since reinstatement.
- (c) Transferred employees are current County employees who transfer from positions not covered by this Agreement. Transferred employees will serve a forty-five (45) day probationary period.

Section 4: The Union agrees to indemnify and save the County harmless against any and all claims, suits and other forms of liability which may arise out of or by reason of the County's compliance with the provisions of this Article.

#### **ARTICLE 6 - CHECK OFF**

Section 1: Effective the first pay period occurring after the execution of this Agreement, and monthly thereafter, on the first pay period, the County Finance Director shall deduct from the pay of all employees who authorize in writing such deduction, an amount equivalent to the regular dues of the Union. The Union shall supply the employees with an authorization form approved by the County and shall transmit such form to the County Finance Director's Office. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Council 25, with a list of employees for whom dues have been deducted within ten (10) working days thereafter. The Union agrees to

indemnify and hold the County harmless for all claims against the County in connection with the check off of dues.

Section 2: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. Council #25 will be notified by the County of the names of such employees following the end of each month in which the termination took place.

### ARTICLE 7 - SPECIAL CONFERENCES

Section 1: Special conferences for important matters (not grievances) will be arranged between the Chapter Chairperson and the Director of Human Resources within ten (10) working days of such request of either party for such conference. Such meetings shall be between at least two (2) but not more than three (3) representatives of the County and at least two (2) but not more than three (3) representatives of the Union. 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 presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union shall not lose time or pay for time spent in such special conferences.

- (a) All special conference meetings under the provisions of this Article will commence not later than 1:00 p.m.
- (b) Special conferences shall not be held more often than once a month.

### ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: First Step. An employee who has a grievance must, along with his/her Steward, submit the grievance orally to the aggrieved Employee's Supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The aggrieved Employee's Supervisor shall give the employee an oral answer to the grievance within forty-eight (48) hours of the employee's work schedule [Saturdays, Sundays and holidays excluded] after the grievance has been presented.

Section 3: Second Step. If the grievance is not settled in the First Step it shall be reduced to writing and appealed to the Second Step; a Union committee member shall refer the grievance to the department head or the employee's immediate supervisor within

five (5) regularly scheduled working days after the First Step answer has been received by the aggrieved employee or Union committee member. Upon receipt of the notice of appeal, the department head or the employee's immediate supervisor shall within five (5) regularly scheduled working days arrange a meeting to be held at a mutually satisfactory time between the aggrieved employee and/or a Union representative. The department head or his/her designated representative shall give the Union representative a written Second Step answer to the grievance within ten (10) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the department head and the Union. If the grievance is settled at this step, the County's copy of the answer shall be signed by the Union representative.

Section 4: Third Step. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, such notice of appeal must be given to the Director of Human Resources within five (5) regularly scheduled working days after the receipt by the Union committee member of the department head's Second Step answer. The grievance reaching this step shall be considered at a meeting between the Union's grievance committee and a committee designated by the County Director of Human Resources, which meeting shall be held no later than ten (10) regularly scheduled working days from the time the appeal was taken to this step. The County Director of Human Resources shall give the chairman of the Union's committee a written Third Step answer within five (5) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the County Director of Human Resources and the Union. If the grievance is settled at this step, the County's copy of the answer shall be signed by the chairman of the Union's committee. Nothing contained in this Agreement shall be construed to prohibit the Union from requesting participation of a representative of the Union when a grievance reaches the Third Step of the grievance procedure, nor to prohibit the participation therein of an external, designated representative at such stage by the County.

#### Section 5. Fourth Step.

- (a) If the answer at Step III is not satisfactory and the Union wishes to appeal the matter to arbitration, it shall notify in writing the County's Human Resources Director of its intent within fifteen (15) calendar days of the third step answer, and file a Demand for Arbitration with Council #25. AFSCME Council 25's Arbitration Department shall review the grievance on its merits. AFSCME Council 25 shall submit approved cases to the appropriate Arbitrator within 30 calendar days from date of notice by Local 1677 to the County and Council 25. Such arbitration hearing shall be held in accordance with the rules of the American Arbitration Association then in effect.
  - (1) The parties shall select an Arbitrator from the following mutually-agreed-upon panel of Arbitrators on a rotating basis:

Mario Chiesa  
Howard Cole  
William Daniel  
Paul Glendon  
Patrick McDonald

The Arbitrators shall be placed on the panel list in alphabetical order. The first Arbitrator selected shall be the Arbitrator whose name is at the top of the list. After an Arbitrator has been assigned a grievance for the parties, his name shall be placed at the bottom of the list. The Arbitrator whose name is then at the top of the list shall be assigned the next grievance, and so on. If a selected Arbitrator is not able to hear a grievance, his name shall remain in the same place on the list and the next Arbitrator on the list shall be selected. This procedure shall continue until an Arbitrator is selected.

- (2) AFSCME Council 25's Arbitration Department shall track selection of the Arbitrators from the approved Panel of Arbitrators. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance sooner. This process shall continue through the list to assign the grievance to the closest date after the six (6) month target.
  - (3) AFSCME Council 25 Arbitration Department shall coordinate the setting of dates with the County's Director of Human Resources or his/her designee.
  - (4) The Union and County may mutually agree to change the list of Panel members. A member of Council 25 and the County's Human Resources Director may, after ten (10) calendar day notice, delete an arbitrator and replace him with a mutually agreeable arbitrator.
- (b) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the County. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the authority to determine if the action of the County is to be sustained or if the employee is to be reinstated with full, partial, or no compensation. The expenses for the arbitrator shall be shared equally between the County and the Union.

Section 6: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit



provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered by the County within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure. It is understood and agreed that by mutual agreement between the County and the Union, the time limits herein specified may be extended.

Section 7: Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding unworked holidays specified herein.

Section 8: It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute the employee's authorization of the County to reveal to the participants in the grievance procedure any and all information available to the County concerning the alleged offense and such filing shall further constitute a release of the County from any and all claimed liability by reason of such disclosure.

Section 9: Any employee covered by this Agreement may view the contents of his/her personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon request.

## **ARTICLE 9 – DISPUTING A DISCHARGE OR SUSPENSION**

Section 1: In the event an employee who has satisfactorily completed his/her probationary period and under the jurisdiction of the Union shall be discharged or suspended from his/her employment from and after the date hereof, and he/she believes he/she has been unjustly discharged or suspended, such discharge or suspension shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the department head within three (3) regularly scheduled working days (Monday through Friday) after such discharge or suspension. Such grievances shall be processed starting at the Second Step of the grievance procedure. The County will make a steward available at the time of discharge or suspension.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the County shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he/she may have earned at other employment or received as unemployment compensation during such period.

Section 3: In imposing the discipline of discharge on a current charge, the County will not take into account any prior infraction which occurred more than two (2) years previously.

Section 4: Upon request an employee shall have a union representative present at an investigatory meeting which the employee believes could lead to disciplinary action. Unless otherwise requested an employee shall have a union representative present when he/she is disciplined. The union representative shall be allowed a brief period of time to confer with the employee prior to the disciplinary meeting. At the disciplinary meeting the employee will be provided an opportunity to respond. Copies of disciplinary action will be provided to the employee and union representative before the disciplinary meeting ends.

### ARTICLE 10 - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the County since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the County since which he/she has not quit or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work, except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have worked six (6) months for the County. The purpose of the probationary period is to give the County an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the County without regard to his/her relative length of service.
- (b) Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire unless, during such probationary period, the employee has been absent from work, in which case such employee's name shall be entered on the seniority list as of six (6) months prior to the completion of the probationary period.
- (c) An employee who was originally hired by the County as a temporary employee, but whose status was changed by the County to that of a regular employee, shall only be required to serve a six-month probationary period starting from the employee's date of hire as a temporary employee, provided that there has been no interruption in the employment relationship between the employee and the County.

Section 3: An up-to-date seniority list shall be prepared by the County and presented to the Union every six (6) months. In compliance with this provision, it shall be deemed to have been accomplished if the County gives the Chapter Chairperson and Secretary-Treasurer of the Union a copy of the seniority list. The Secretary-Treasurer shall be sent names and seniority dates of all new hires every two (2) months.

- (a) Any objection to the seniority dates as shown on any seniority list must be registered with the County by the complaining employee within fifteen (15) calendar days after such seniority list has been given to the Union.
- (b) When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first name.

Section 4: An employee's seniority shall terminate:

- (a) If he/she quits or is discharged for just cause.
- (b) When, following a layoff for lack of work, he/she fails or refuses to notify the County within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, to his/her last address of record or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice.
- (c) If he/she is absent for three (3) regularly scheduled working days without notifying the County within such three (3) day period of a justifiable reason for such absence.
- (d) If he/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him from performing his/her responsibilities and duties for the County.
- (e) When a regular full-time employee has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5: When it becomes necessary to lay off employees due to lack of work or to reduce the size of the work force, part-time, probationary, temporary and seasonal employees shall be laid off first, provided there are employees with seniority who are

available, qualified and who have the then-present ability and physical fitness to satisfactorily perform the work of such probationary employees without training. Among employees with seniority, the employee with the least seniority shall be the first to be laid off for lack of work, provided always that the remaining employees are available, qualified and have the then-present ability and physical fitness to satisfactorily perform the work of such laid-off employee without training.

- (a) When recalling employees following a layoff for lack of work, the laid-off employee with the most seniority who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work without training shall be the first employee recalled.
- (b) Part-time employees shall not be permitted to exercise their seniority to displace full-time employees.
- (c) It is recognized by the parties that certain bargaining unit positions are funded by other sources than regular County funding. If a layoff is necessitated as a result of the curtailment or termination of said funding, the parties agree that the employees in said positions shall be laid off regardless of seniority.
- (d) An employee displaced from his/her regular classification within a pay grade shall be returned to his/her classification in the appropriate pay grade if he/she so desires when a vacancy occurs in such original classification.
- (e) An employee on layoff status does not have to accept a recall to work to a position which is three or more classifications below the position that the employee held at the time of his/her layoff. However, the employee must accept recall to any position offered if the employee is receiving unemployment compensation from the County at the time of such recall. Further, the employee on layoff status who has refused a recall pursuant to the provisions of this subparagraph only has the right to exercise his/her seniority to return to County employment one time subsequent to such original refusal to return to work.
- (f) The individuals in the positions of Chapter Chairperson, President, and Secretary-Treasurer at the time of the layoff shall be retained in bargaining unit positions provided that those individuals have the qualifications and then present ability to satisfactorily perform the duties of the remaining bargaining unit positions.

- (g) An employee will not lose seniority or recall rights if he/she refuses a temporary recall provided:
  - (1) The employee is not collecting unemployment benefits.
  - (2) The employee has another regular job that conflicts with the schedule of the County.

Section 6: When the County deems it necessary to fill a position in an existing job classification, such position shall be posted by the Department of Human Resources on the appropriate bulletin board throughout the County's operations for a period of five (5) regularly scheduled working days during which time employees may bid for such job or vacancy by completing a County transfer form and submitting it by the deadline. Such posting shall include a statement of the job's requirements and whether a test(s) (oral and/or written and/or performance) must be taken by the bidder. The posting will also state the work hours for the posted position as such hours exist at the time that the position will be filled. Such hours can subsequently be altered pursuant to the provisions of this Agreement.

- (a) When the County determines that a vacant position will not be posted, it shall notify the Union within five (5) calendar days of such decision. Such notice shall be given not more than thirty (30) calendar days after the occurrence of the vacancy.
- (b) If the vacancy is to be awarded to a bargaining unit member, such action must be taken within thirty (30) calendar days of the posting. If the position is to be awarded to an individual outside of the bargaining unit, the position must be filled within a reasonable period of time. If a decision is made not to fill a vacancy after the posting, the union shall be notified in writing.
- (c) When a vacancy is posted under Article 10, Section 6, the County will, for the convenience of the employees, indicate on the posting the building or site of such vacancy, if applicable. However, it is agreed that movement of employees from one location to another location is the right of management. Management may not make such a move for disciplinary reasons unless the employee has received progressive discipline as outlined in Article 29.
- (d) It is recognized by the parties to this Agreement that as indicated in subparagraph (c), management has the right to assign employees to various locations within the County. When management decides that there is a vacancy in a bargaining unit position, management has



retained the right to transfer unit employees before a resulting vacancy is posted. However, so as to give the unit members an opportunity to notify management of their desire for a transfer to a particular location, the management will conduct a survey every six (6) months for the purpose of providing unit members an opportunity to indicate their preference for assignment to a particular location. When management is making transfers, it will consider the preferences of unit members as indicated on such semi-annual survey.

- (e) Within thirty (30) calendar days after a vacancy in an Animal Control Officer classification is posted, the County will allow employees already in the classification to be assigned a shift preference by seniority. The employees will actually change shifts at such time as management determines that the successful bidder into the classification has been fully trained and is assigned to as shift, which will occur no later than six (6) months after the creation of the vacancy.

When management is making transfers, it will consider the seniority, work record, experience, abilities, qualifications and preferences of unit members as indicated on such semi-annual survey. However, it is agreed that movement of employees from one location to another location is the right of management. In the event the employee is turned down or the employee is later removed, the employee and union shall be notified in writing.

Section 7: Within ninety (90) calendar days following the execution of this Agreement, the County will prepare a listing of the minimum qualifications for all bargaining unit positions. These qualifications shall be supplied to the Union and the unit members. The Union reserves the right to grieve any qualifications they believe are excessive.

From among those employees who bid on a posting, the County will determine which applicants have met the previously published qualification criteria. If two (2) or more employees are qualified, the County shall award the position to the most senior employee. If no one who has bid on the posting is qualified, the position may be filled by hiring a qualified employee.

Section 8: In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee with a copy given to such employee's steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure beginning at the Third Step.

Section 9: If a present employee is granted the promotion, he/she shall be transferred within thirty (30) calendar days to the new job. And he/she shall be granted a period of forty-five (45) calendar days of work trial period to determine (1) his/her ability to perform the job as determined by the supervisor and (2) taught all phases of the job as related to the routines and responsibilities of the job. However, this period is not to be used for the purpose of training and qualifying the employee for the job. During the forty-five (45) calendar day trial period, the employee shall have the option to revert back to the position held by the least senior employee on the seniority list in the same classification. In no case shall there be more than two (2) bumps resulting from a return from a trial period. All moving employees, including the employee in the trial period, must have the then present ability to perform the job to which they are moved. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the County with a copy to the Union. The employee may return to his/her previously held position.

Section 10: If an employee transfers to a position under the County not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have retained the seniority accumulated prior to said transfer.

Section 11: If employees transfer into the bargaining unit from a non-bargaining unit position, the employees' seniority date will be the date on which they were hired into the bargaining unit as a regular employee. For the purpose of determining an employee's eligibility for benefits such as longevity pay, sick leave and vacation, the date the employee commenced work as a regular employee of the County shall apply.

Section 12: Continuity of service can be restored upon completing his/her probationary period when an employee leaves the employ of County government and is rehired. 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 vacation bonus and longevity pay. 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 credit service if he/she repays all retirement contributions as provided in the retirement resolution. The Human Resources Director shall rule on all cases of continuity of service, subject to the grievance procedure.

## ARTICLE 11 - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference, to include mass reported illnesses or other

contrived excuses for absences, with the operations of the County. The County agrees that it will not lock out the employees.

### **ARTICLE 12 - TEMPORARY ASSIGNMENT**

Section 1: The County shall have the right to temporarily transfer the employees from one job classification to another to cover for employees who are absent from work due to illness, accident, vacation or leaves of absence for the period of such absences. If said employee works in excess of seven (7) hours in the new classification, the employee shall be paid the higher rate for all hours worked. The transferred employee shall be advised of the approximate duration of the transfer.

- (a) The County shall transfer the most senior employee meeting the required qualifications who is then in the job classification from which such transfers are normally made. In the event the most senior employee is denied the temporary transfer, reasons for the denial shall be given in writing to the employee with a copy given to such employee's steward. In the event the most senior employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure beginning at the Second Step.
- (b) Any employee temporarily transferred to a higher position and/or classification shall remain in said position for the entire period of absence of the regular employee. However, absences by the temporarily transferred employee will be paid (if he/she qualifies for pay) at his/her regular pay rate, not at the pay rate of the higher position or classification to which he/she was temporarily transferred.
- (c) Any bargaining unit employee with County status placed in a temporary assignment shall be included in the overtime rotation affecting that assignment after the thirtieth (30th) calendar day of said temporary assignment.

### **ARTICLE 13 - CHANGES IN CLASSIFICATIONS**

Section 1: 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) calendar 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) calendar day period, the rate of pay and requirements will become permanent as established by the County.

Section 2: The County agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

#### ARTICLE 14 - LEAVES OF ABSENCE

Section 1: Witness and Jury Duty. A full-time employee who is called for jury duty or is subpoenaed as a witness shall be granted a leave of absence to serve as required. He/she shall be expected to be at work at all hours when not serving as a witness or as a juror.

- (a) Leaves of absence for jury or witness duty shall be with full pay, less the amount received by the employee for such duty, except when such witness is on behalf of County business.
- (b) An employee who does not lose time from his/her regularly scheduled work thereof, but who nevertheless has performed jury duty within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request may have the amount of time off from his/her regularly scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period.
- (c) Bargaining Unit members on any type of unpaid leave are not entitled to bid on union job postings.

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) calendar days after military discharge.

Section 3: Military Leave for Reserve Duty. An 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 his/her commanding officer. A full-time employee shall be paid by the County the difference between the amount received for the training and his/her full salary.

- (a) Any full-time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States,

shall be paid his/her full salary for a period not to exceed five (5) working days.

Section 4: Administrative or Special Leave. An administrative or special leave may be granted an employee when approved by the Director of Human Resources 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 his/her work, for illness or injury when such leave extends beyond the employee's sick leave days, in situations where the employee is not eligible for FMLA or Medical Leave as set forth in Sections 7 and 8, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration.

- (a) A special or administrative leave of absence will normally be without pay.
- (b) Leaves of absence shall be requested in writing by the employee and recommended by the department head and approved by the Director of Human Resources. Administrative or special leaves of absence shall not be granted to an employee for a period longer than six (6) months unless it is approved by the Director of Human Resources.

Section 5: Union Business. Available to the unit each year are seven (7) days with pay which, with three (3) days notice to their supervisor, may be utilized by up to two (2) people who have been elected or selected by the unit to attend functions of the Council or international union.

Section 6: Personal Business Leave. Thirty-eight (38) hours of personal leave time shall be available per year to all regular full-time bargaining unit employees. Such time shall not be accumulative from one year to another. The employee may take personal leave time on the dates the employee desires provided the employee has received the prior approval of the Department Head. It is understood that all employees within a department cannot be off at the same time and that a request for specific time off will be granted on a first-requested basis. Approval will not be unreasonably denied. New employees shall have their personal leave time allotment pro-rated during their first calendar year of employment.

Section 7: Medical Leave. For purposes of Sections 7 and 8 of this Agreement, the following definitions apply:

Eligible employee - one who has regular status, has been employed minimally for twelve (12) months, and worked 1,000 hours during the twelve (12) month period immediately preceding the leave. An eligible employee who takes a leave under this policy is guaranteed to return to the job that he/she left if the leave time does not exceed twelve



(12) weeks in any twelve (12) month period, measured backward from the date the leave began.

Family member - a spouse, child, or parent of the employee.

Serious health condition - an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing treatment by a health care provider.

The Family and Medical Leave Act of 1993 provides reasonable leave for employees with a serious health condition. Any request for medical leave of absence must include a supporting physician's statement, which includes the employee's inability to perform his/her job functions. A verification from the physician as to the severity of the illness or condition, when it commenced, its probable duration, and the medical facts surrounding the illness or condition is required. A second opinion may be required at the County's expense. If a conflicting opinion is received, a third opinion may be obtained from a physician selected jointly by the County and the employee, at the County's expense.

While on Medical Leave of Absence, the employee must periodically report his/her status and intention to return to work.

All requests for Medical Leave of Absence must be approved by the Human Resources Director. Upon approval of the Human Resources Director, a department may fill the vacancy created by the medical Leave of Absence. The employee granted a Medical Leave of Absence is guaranteed reinstatement to the same or an equivalent position which he/she held prior to the leave, if the leave does not exceed twelve (12) weeks. 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 Human Resources Director. An employee returning from a Medical Leave of Absence should contact the Human Resources Department thirty (30) calendar days prior to the expiration of such leave regarding his/her return.

For those employees whose leave exceeds twelve (12) weeks, 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, regular status will be terminated.

Section 8: Family Leave:

For definitions of eligible employee, family member, and serious health condition, see Section 7.

The Family and Medical Leave Act of 1993 provides that up to twelve (12) weeks leave without pay (with pay if accrued vacation or personal time available) may be taken by an

eligible employee for the birth, adoption, or foster care of a child, or the serious health condition of the employee or a qualifying family member.

During the twelve (12) weeks, the County will continue to pay for its share of benefits as long as the employee pays for his/her share. An employee may use any accumulated vacation or personal leave time to cover his/her absence. Such paid time off must be taken in weekly blocks when available.

If both spouses are employed by the County and eligible for the same leave, the two employees may share the family leave up to a total of twelve (12) weeks in a twelve (12) month period.

When possible, employees are required to give a minimum of thirty (30) days notice if they intend to take leave under this policy. If thirty (30) days is impossible, given the nature of the situation, as much notice as practicable is required. If the leave is for the employee's own serious health condition, or to care for a family member with a serious health condition, the employee's or family member's health care provider must provide written medical certification.

Leave may be intermittent or on a reduced schedule when such is medically necessary and can be arranged between the employee and the Department Head with the approval of the Human Resources Director.

An employee timely returning from an approved FMLA leave will be reinstated to the same position. If an employee fails to return following an approved leave under this policy, then the employee must pay back to the County the cost of health premiums incurred by the County during the leave, except when the employee's failure to return is due to the continuation, reoccurrence, or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family Medical Leave Act of 1993 and its published regulations.

### **ARTICLE 15 - SICK LEAVE**

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, full-time employee of the County shall accrue three (3) hours as sick leave for each completed bi-weekly pay period. Sick leave with pay may be

utilized by regular, full-time employees throughout their period of employment with the County. Sick leave may be accumulated to a maximum of sixteen hundred (1600) hours.

Section 3: A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty (50%) percent of the total number of sick leave days accrued but such payment may not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of retirement shall continue; however, only those hours accumulated prior to 12-31-85 shall be part of the calculation of final average compensation for retirement purposes. An employee who has been continuously employed by the County for five (5) years and who terminates his/her employment prior to retirement, except in the case of discharge for cause, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to twenty-five (25%) percent of the total number of sick days accrued, but such payment shall not exceed four hundred (400) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of termination shall continue; however, only those hours accumulated prior to 12-31-85 shall be subject to such payoff. This benefit regarding the twenty-five (25%) percent payoff only applies to those current employees as of January 1, 1986 and does not apply to any future hires. Sick leave used by employees will be charged first against sick leave earned after 12-31-85 and then to accumulation earned prior to such dates.

Section 4: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the department head, with the concurrence of the Director of Human Resources 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.
- (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 emergencies (medical or dental) exist in the employee's immediate family (spouse, children, or parents) who may or may not reside in the employee's household or another relative residing in the employee's household. Failure to make diligent effort to notify employee's appropriate departmental supervisor may result in loss of pay.

Section 5: 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, stepfather (one only), stepmother (one only) and any persons for whom

financial or physical care is the employee's principal responsibility), the employee is allowed three (3) days leave, the first day to be with pay and the second and third to be deducted from sick leave, if accrued. At the County's discretion, with the approval of the Director of Human Resources, such leave may be extended for just cause, such extension to be deducted from sick leave.

Section 6: An employee may use up to ten (10) hours annually for doctor or dentist appointments. Time used for such appointments in excess of ten (10) hours shall be charged to sick leave.

An employee may be allowed the utilization of additional sick leave time for emergency dental or medical appointments provided such emergency is substantiated to the satisfaction of the County.

Section 7: The County reserves the right to have any sick leave substantiated when such sick leave appears to be a pattern or of concern to the Director of Human Resources. Falsification of such evidence shall be cause for dismissal.

When an employee has utilized five (5) unsubstantiated occurrences of sick leave per calendar year, he/she must submit a doctor's statement to be eligible for any further use of paid sick leave benefits. An occurrence is defined as any sick leave of absence of four (4) hours or more.

Section 8: 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 Director of Human Resources.

## **ARTICLE 16 - WAGES AND HOURS**

Section 1: The salary schedule appended hereto as Appendix A shall become effective as of the date noted in Appendix A and shall remain in full force and effect for the duration of this Agreement.

Section 2: Full-time employees shall be entitled to a fifteen (15) minute paid break period at or near the midpoint of the first half of their workday and a fifteen (15) minute paid break period at or near the midpoint of the second half of their workday. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspects of the job then being performed have been completed.

Section 3: Employees shall be required to be ready to start work at their starting time and shall be required to remain at work until the end of their work day. Each employee shall be entitled to an unpaid lunch period.

- (a) Employees of the Animal Control Department shall receive a one-half hour paid lunch period. Such lunch period will be taken pursuant to work rules established by the Department.

Section 4: Time and one-half the employee's regular rate of pay will be paid for all work performed in excess of eight (8) hours in a regularly scheduled work day or forty (40) hours per week. For those employees on a four-day - ten-hour schedule, time and one-half shall be paid for all work performed in excess of such schedule.

Section 5: An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of two (2) hours at his/her regular hourly rate or with the actual hours worked at one and one-half (1-1/2) times his/her hourly rate whichever is the greater, unless such time shall be continuous with his/her scheduled work, in which case he/she shall be paid at his/her overtime rate.

Section 6: It is recognized by both parties that the step system set forth in Appendix "A" is not a merit pay system. However, the County retains the right to withhold a step increase from an employee whose performance is unsatisfactory. The longest period of time that such step increase can be withheld is twenty-one (21) calendar days. Before the County can make a determination to withhold an employee's step increase, the County must supply the employee evidence of both verbal and written progressive discipline regarding such unsatisfactory performance. Inasmuch as the employee's anniversary date constitutes the date that the County is obligated to evaluate the employee's job performance, it is agreed that such evaluation shall be completed by management fifteen (15) calendar days prior to the employee's anniversary date.

Section 7: Employees assigned to perform chemical applications must be appropriately certified. Only the two most senior qualified employees assigned in each department will be eligible to receive a \$250 bonus to be paid no later than November 15 of each year.

**ARTICLE 17 - WORK WEEK**

Section 1: The work week will consist of forty (40) hours based on five (5) consecutive eight (8) hour days in each seven (7) day period to be scheduled with at least fifteen (15) days notice.

- (a) A department may establish different work hours or a different work week provided that said department has the concurrence of a majority of the affected bargaining unit members.



- (b) It is recognized by the parties that certain employees of the Animal Control Department are already being scheduled to work four ten-hour days during either all of the work year or certain parts of the work year. This fact is recognized by the parties to this Agreement and the parties have made certain changes in the contractual provisions of this Agreement to reflect such different work hours. Whenever this contract is interpreted, it shall be interpreted as to the work schedule of the affected employee or employees.

Section 2: It is understood between the parties that to provide adequate service Animal Control officers may be required to work two (2) one-half (½) days, four (4) hours, and four (4) full days, eight (8) hours, in a six (6) day period each week. These assignments, when necessary, shall be on a rotating basis. All other Animal Control officers will fall under the contract provision of five (5) consecutive days.

Section 3: ON CALL coverage for after-hours emergency calls will be on a voluntary basis. When volunteers are unavailable, ON CALL coverage will be by mandatory rotation of all Animal Control Officers.

Animal Control Officers who are ON CALL (for an entire week) shall receive five (5) hours of regular pay, plus the use of driving a truck to and from work when ON CALL. When an Animal Control Officer is ON CALL on a contractual Holiday, he/she shall receive an additional five (5) hours regular pay and the use of driving a truck. Officers called out will be paid in accordance with applicable contract provisions.

Animal Control Officers who are designated to be ON CALL on a Sunday shall receive four (4) hours regular pay when ON CALL.

When emergencies (i.e., snow, tornadoes, and if there is no assigned coverage on Saturday) result in no assigned coverage during normal work hours, the individual with the truck will be on call, and will be reimbursed four (4) hours regular pay as is done on Sunday.

ON CALL Officers shall respond to the following calls:

1. An injured stray animal.
2. Stray bite dogs.
3. Livestock killings when stray dog is still at scene of killing.
4. Stray vicious dog which is attacking people.

In addition, the officer ON CALL will use appropriate discretion and respond to other types of emergency calls, such as: assisting other local law enforcement agencies, calls involving vicious animals, or those calls being of a serious or urgent nature.

If there is a reduction in staffing the above will be renegotiated.

Section 4: Two Animal Control Officers will be scheduled during all regular hours of operation at all times.

### ARTICLE 18 - EQUALIZATION OF OVERTIME HOURS

Section 1: Overtime hours will be distributed as follows:

(a) Parks Department

Overtime will continue to be performed by site (Parks). The Fairgrounds constitutes a site, and the employees assigned to such facility will continue to rotate (for purposes of equalization of overtime within each classification) the available overtime as follows.

Fairgrounds Operator work will be offered in this sequence:

1. Fairgrounds Operator
2. Custodian
3. Parks Maintenance
4. Other Parks Department employees

Maintenance work will be offered in this sequence:

1. Parks Maintenance
2. Fairgrounds Operators
3. Custodian
4. Other Parks Department employees

Custodian work will be offered in this sequence:

1. Custodian
2. Fairgrounds Operators
3. Parks Maintenance
4. Other Parks Department employees

Only employees with the then present ability to perform the available overtime work will be eligible for such overtime.

(b) Animal Control Department

Animal Control Officers will continue to rotate for the purposes of equalization of overtime hours. The two (2) positions in the Kennel will continue to rotate for purposes of equalization of all overtime with the understanding that Sunday Kennel responsibilities will continue to be performed by the Animal Control Officer scheduled for Sunday work. In the absence of the Sunday Animal Control Officer, kennel duties will first be offered to available Animal Control Officers. If none accepts, the overtime will be offered to kennel workers. If no kennel workers accept the overtime, then the overtime will be assigned to the Animal Control Officer with the least amount of overtime hours.

- (c) A same-day overtime list for Custodians will be created and maintained to provide for coverage of overtime needs that are not known until the day on which the overtime is needed. All Custodians will be included on the list unless they submit a signed form to their immediate supervisor indicating that they do not want to work such overtime assignments. When such a form is submitted, the employee is bound by his/her election to not be assigned such overtime for a period of ninety (90) calendar days.

However, he/she may opt back on the list one time during this ninety (90) calendar day period. If, after the expiration of this ninety (90) calendar day period, an employee desires to revoke this election, he/she may do so by submitting a signed form to his/her immediate supervisor.

Or, if the employee desires to extend the election to remain off the list, he/she need only initial and date the original form to start another ninety (90) calendar day period. Any revocation will not be effective until the start of the week following its submission.

All Custodians remaining on the short-term overtime list will be required to accept and perform the same-day overtime that is assigned to them. This same-day overtime will be assigned on a rotational basis with the employee with the lowest overtime hours being called first. For overtime equalization purposes, all employees who have elected to not be on the same-day overtime list, will be charged for the same-day overtime hours assigned if their total equivalent overtime on the current list is less than the total for the assigned Custodian.

Emergency overtime is defined as that overtime which is not preplanned, preassigned nor preauthorized. When emergencies arise, the County will first attempt to contact the building operator and will then be free to contact any readily available Maintenance employee.

Planned overtime is defined as incidental overtime that is preplanned, preassigned and preauthorized. These opportunities shall continue to be rotated among all eligible Maintenance employees.

The Master list relative to overtime equalization will continue to integrate all overtime opportunities as well as all overtime opportunities which have been rejected by an employee.

Section 2: Employees on probationary status are not eligible for assignment to voluntary overtime. This section does not apply to the Parks Department and any and all skilled trade position.

When an employee is temporarily transferred to another classification, such employee shall not be eligible for overtime as a result of such temporary transfer. Such temporarily transferred employee will continue to be eligible for overtime in his/her regular classification.

Section 3: When it is necessary to require overtime on a weekend, the County will endeavor to give the affected employee(s) 24 hours advance notice, except in cases of emergency. If an employee feels aggrieved under this provision, it will be a proper subject for the Grievance Procedure starting at the third step.

Section 4: All appropriate records relative to the utilization of overtime shall be updated by the County each two (2) week pay period. These records shall indicate overtime worked and overtime charged as a result of refused overtime.

### **ARTICLE 19 - WORKERS' COMPENSATION**

Section 1: In case of a work-incapacitating injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers' Compensation Law, such employee, with the approval of the Director of Human Resources, may be allowed to utilize unused sick leave time to the extent earned to make up the difference between his/her net regular salary or wage and his/her work disability benefit.

### **ARTICLE 20 - UNEMPLOYMENT COMPENSATION**

Section 1: The County agrees to furnish unemployment compensation to the extent required by state law.

## ARTICLE 21 - ACCIDENT REPORTING

Section 1: Kalamazoo County employees are expected to perform their duties in a safe manner for their protection as well as others with whom they come in contact.

- (a) If an employee has any question as to the safest way to do his/her job or suggestions for improved employee safety, he/she should contact his/her supervisor or department head.

Section 2: The purposes and merits of accident reporting are for the protection of the employee and will enable the Department of Human Resources to expedite any necessary Workers' Compensation forms and claims, etc. The County will not be required to process Workers' Compensation claims without an accident report.

Section 3: The accident report should not be mistaken for a medical report. A formal medical report, if required, will be obtained from the attending physician(s) as named on the accident report.

Section 4: The Department of Human Resources has a supply of accident reporting forms which are to be utilized at any time there is an accident or injury to a County employee regardless of the seriousness of the injury. These reports are to be submitted to the Department of Human Resources no later than forty-eight (48) hours after the occurrence of the injury. If the individual injured is unable to complete the accident form, it will be the responsibility of the immediate supervisor or department head to do so.

## ARTICLE 22 - HOLIDAYS

Section 1: An employee shall be entitled to holiday leaves with pay on the following recognized holidays:

- |    |                        |                             |
|----|------------------------|-----------------------------|
| 1. | New Year's Day         | January 1                   |
| 2. | Memorial Day           | Last Monday in May          |
| 3. | Independence Day       | July 4                      |
| 4. | Labor Day              | First Monday in September   |
| 5. | Thanksgiving Day       | Fourth Thursday in November |
| 6. | Day after Thanksgiving | Fourth Friday in November   |
| 7. | Christmas Eve          | December 24                 |

8. Christmas Day December 25

Section 2: When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When such a holiday falls on Saturday, the preceding Friday will be observed as the holiday, except for New Year's Day, in which case the following Monday will be observed.

Section 3: If an employee is assigned to work a holiday, he/she shall receive, in addition to the aforementioned holiday pay, time and one-half the employee's regular hourly rate for all hours worked on said holiday.

Section 4: An employee of the Bargaining Unit shall be entitled to holiday pay when scheduled to work on Easter Sunday.

**ARTICLE 23 - VACATIONS**

Section 1: Every full-time employee in the County service shall be allowed vacation leave at the rate shown in the table below.

Section 2: Every continuing full-time employee in the County classified service 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.

Section 3: Employees who have completed five (5) years of currently continuous service shall earn additional vacation leave with pay according to length of total classified service as follows:

- (a) For five or more, but less than ten years, sixteen (16) hours annually.
- (b) For ten or more but less than fifteen years, thirty-two (32) hours annually.
- (c) For fifteen or more, but less than twenty years, forty-eight (48) hours annually.
- (d) For twenty or more years, sixty-four (64) hours annually.

Section 4: No vacation leave shall be authorized, accrued or credited in excess of two hundred forty (240) hours. Each department head shall give written notice to his/her employees of the accrued vacation leave credits on January 1st and July 1st of each calendar year.

Section 5: An employee who transfers from one County agency to another shall be paid at his/her current rate of pay for his/her unused vacation leave. However, he/she



may elect to transfer up to eighty (80) hours of accrued vacation leave. Vacation leave in excess of eighty (80) hours, up to a maximum of two hundred forty (240) hours may be transferred only with the prior approval of the department head to whose service the employee transfers.

Section 6: 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. For the employees hired after 1-1-86, the payoff of any accrued vacation at the time of retirement shall not be included in the calculation of final average compensation for retirement purposes.

Section 7: Although the County 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 County. An employee will not be permitted to take his/her vacation leave one day at a time unless otherwise approved by the department head. An employee may utilize vacation leave only with the prior approval of the department head. Employees will not be allowed to use vacation leave to extend their seniority upon resignation, retirement, or discharge.

#### ARTICLE 24 - INSURANCE

Section 1: All full-time bargaining unit members shall be eligible (starting the first of the month following 3 months of actual work for the County) 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 Benefit Plan.

The parties recognize that the plan year for KalFlex starts March 1st of each year. Any contemplated change in the KalFlex insurance will be communicated to the Union so that the Union has the opportunity to discuss said changes with the County during the normal bargaining process.

In addition, any changes in KalFlex benefits contemplated during the contract, cannot be made without a meeting with the Union.

Disability Insurance.

Section 2: Each regular full-time bargaining unit employee shall be eligible for the County's Short-Term/Long-Term Disability Insurance Program.

Section 3: The Short-Term Disability Insurance Program shall be fully coordinated with the employee's sick leave accumulation. Such disability insurance shall be available

after twenty-one (21) calendar days provided the employee has exhausted his/her personal accumulation of sick leave. Such insurance plan shall have a benefit of sixty (60%) percent of salary. All other terms and conditions of such insurance plan are contained within the insurance contract between the County and the insurance provider.

Section 4: The Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for six (6) months. A disabled employee is eligible for sixty (60%) percent 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 short-term disability will not be considered on active status for purposes of being eligible for the benefits of this Agreement, but the County will continue to pay the County's portion of all insurance premiums during this period (provided the employee continues to timely pay his/her share of all insurance premiums, if any).

Section 6: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Agreement, but the County will continue to pay the cost of the employee's health insurance (provided the employee continues to timely pay his/her share of all insurance premiums, if any), and the employee may continue dependent health insurance coverage at the employee's cost.

Section 7: Neither the short-term nor the long-term disability insurance shall be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in Article 19.

Section 8: Notwithstanding any other provision of this Agreement, an employee who has been on disability leave which has been approved by the insurance provider, shall be eligible to return to County employment upon the cessation of the period of disability. Upon return, the employee will be assigned to either the same position or a position similar to the assignment of the employee prior to such period of disability. This assignment will result in no loss of pay to the returning employee.

#### ARTICLE 25 - PENSION PLAN

Section 1: New employees, upon hiring will sign an application to participate in the Kalamazoo County Employees' Pension Plan as provided for in a resolution adopted by the Board of Commissioners on March 1, 1960, and as amended. Members of the County Pension Plan who have attained or attain age sixty (60) years and have eight (8) or more years of credited service (age 55 with 25 years) may retire if such application is made in compliance with the conditions set forth in the Retirement System Resolution. The

County shall pay the full cost of said pension plan. The multiplier which shall be utilized for eligible bargaining unit members who retire shall be 2.5. Bargaining unit employees who retire from the County will be provided with the same health insurance benefits in retirement as other non-represented County employees. The County will pay the full premium cost for the retiree. The retiree must pay the full premium cost of dependent coverage.

Section 2: An employee on a disability leave of one (1) year or less shall receive credit in the pension plan for the duration of said leave.

#### **ARTICLE 26 - UNIFORM ALLOWANCE**

Section 1: Uniforms required by personnel, as defined by the County, in the Animal Control and Building Maintenance and Parks Departments will be supplied and maintained by the County. Each employee who is required to wear safety shoes shall, upon submitting proof of purchase, be reimbursed by the County up to \$100 every two (2) years.

Section 2: Uniforms damaged or destroyed in the line of duty shall be replaced without charge by the County.

#### **ARTICLE 27 - TUITION REFUND POLICY**

Section 1: The County shall pay a maximum of two hundred forty (\$240.00) dollars 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 Director of Human Resources.

Approved courses shall be those which provide for the systematic improvement of the 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 Director of Human Resources prior to issuance of the tuition refund. The employees must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit the tuition payment.

#### **ARTICLE 28 - LONGEVITY COMPENSATION PLAN**

Section 1: Employees who, as of October 1, of any year, are on active pay status and have completed five (5) or more years of continuous service with the County since their last hiring date shall be eligible for the following Longevity Plan:

- (a) After five (5) years of full-time continuous service 1.25% of regular base salary.
- (b) After ten (10) years of full-time continuous service 1.75% of regular base salary.
- (c) After fifteen (15) years of full-time continuous service, 2.25% of regular base salary.
- (d) After twenty (20) years of full-time continuous service, 2.75% of regular base salary.

### **ARTICLE 29 - MAINTENANCE OF DISCIPLINE**

Section 1: Every County employee is expected to conduct herself or himself in a manner that will reflect credit upon the Kalamazoo County governmental organization of which he/she is a part. The County may adopt rules of conduct as it from time to time finds desirable to accomplish this end. When discipline of an employee is necessary, it will be of a corrective nature, when practical, rather than punitive. When new work rules or rules affecting the Agreement are adopted by the County, the Union shall be notified in writing prior to the adoption of the rules. The Union shall have the right to initiate a grievance relative to the reasonableness of such work rule or rules within ten (10) calendar days of the receipt of such notification.

Section 2: Individual discipline penalties, including discharge, shall be for just cause. The County will, when appropriate, utilize progressive discipline. Progressive discipline may include verbal warnings, written reprimands, suspensions with or without pay, and termination of employment. Allegations that such penalties are unjust may be processed through the grievance procedure.

Section 3: Employees are obligated to advise the County as far in advance as possible of any anticipated absence.

### **ARTICLE 30 - GENERAL**

Section 1: The County agrees to make available and provide to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the bargaining unit.

Section 2: All regular hours paid to an employee shall be considered hours worked for the purpose of computing any of the benefits under this Agreement.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the County and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: Employees shall be required to keep the County informed at all times as to their current addresses and telephone numbers. It is understood that any communication addressed to an employee at his/her last address on record with the County shall constitute notice to the employee of the contents of such communication.

Section 5: The County will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 6: The parties recognize that the County will continue to employ unit leaders and supervisors who will be performing maintenance, custodial, parks and animal control duties. In addition to the performance of such duties, the unit leaders and supervisors will participate in supervision, instruction, investigation and inspection.

The unit leaders and supervisors are responsible for their assigned buildings, facilities or areas.

Section 7: If there is a significant revision of the job description of a bargaining unit position, a copy of the new job description shall be given to the Union.

Section 8: The County shall reimburse bargaining unit members for authorized use of their personal vehicles on behalf of the County. Said mileage reimbursement shall be determined annually by the County Board of Commissioners as a result of the budget process.

Section 9: Temporary employees are hired to fill vacancies that occur from authorized leaves of absence that cannot be filled by utilization of Article 12, Temporary Assignments, or as a result of additional duties in the department of a one-time, short-term duration. Temporary employees are not eligible for the benefits of this Agreement for the first ninety (90) calendar days of employment. If the job held by a temporary employee is converted into a regular position, the employee holding the position at the time of such conversion shall have first right to such position; provided such position has been posted and provided no qualified employees in the Bargaining Unit have bid on such posting. If a dispute arises as to whether or not a position is a regular position, the Union shall file a grievance at the Third Step of the grievance procedure.

Seasonal employees are employees who perform duties of a seasonal nature which occur annually April through October at Coldbrook, Prairieview, River Oaks, Markin Glen and Scotts Mill Parks. In addition, employees hired to perform lawn and garden work in the Building and Grounds Department shall be deemed to be seasonal employees.

It is agreed by the parties that the County may, from time to time, utilize the services of governmentally-funded employees (i.e., CETA). It is further agreed and understood by the parties that said utilization shall not cause the displacement or replacement of regular employees, nor cause the layoff or reduction of hours of any employee.

Section 10: The Union recognizes that from time to time the County has subcontracted work regularly and normally performed by Bargaining Unit employees. The Union agrees that the County may continue this practice. However, if the County is considering the subcontracting of Bargaining Unit work not historically subcontracted by the County, the County shall give the Union notice that it is considering additional subcontracting within a reasonable period of time following the County's original consideration of such subcontracting. The notice to the Union shall be given for the purpose of allowing the Union adequate time to react to the contemplated subcontracting and to present alternative proposals. Nothing in this Agreement limits the County's right to subcontract Bargaining Unit work.

Section 11: For purposes of this Agreement, the term "regular part-time employees" shall mean any regular bargaining unit member whose normally scheduled work week is less than forty (40) hours per work week. This does not include the temporary employees and seasonal employees identified in Article 30, Section 10.

Regular employees who are working in 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 Programs provided they are regularly scheduled to work at least twenty (20) hours per week. Those individuals must select a minimum life insurance benefit under the KalFlex system.

Regular part-time workers receive sick leave and vacation credit based on a proration of their hours worked. Such workers receive personal business leave credit based upon a proration of their regularly scheduled hours.

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

Regular part-time workers who are regularly scheduled twenty (20) or more hours per week are eligible for the County's short-term and 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.



Section 12: The County 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. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and 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. This program shall be implemented and/or maintained as long as there are ten (10) active participants, each contributing a minimum of one dollar (\$1.00) per person per pay period.

**ARTICLE 31 - DURATION**

Section 1: This Agreement shall become effective as of the 15th day of January 2003, and shall remain in full force and effect until midnight on the 14th day of January 2006, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement. It is agreed by the parties that if either party requests negotiations for a successor Agreement prior to the period 60 calendar days before the expiration date of this Agreement, then such negotiations will commence as soon as possible.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 4<sup>th</sup> day of February, 2003.

MICHIGAN COUNCIL #25,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL #1677

By: William M. Connor COUNCIL 25

By: Dennis E. Hollaway

By: JJ [Signature]

JJ [Signature]  
34  
[Signature]



# KALAMAZOO COUNTY GOVERNMENT

## Salary Schedules

### AFCSME-ANIMAL CONTROL, B&G, PARKS

Effective 01/15/2003

Increase %  
3.1

#### Temporary Employees

<b>S 05</b>	N	New Hire	Annual	16,515.20	Bi-Weekly	635.20	Hourly	7.94	1 1/2	11.91
	A	0.5 Year		17,284.80		664.80		8.31		12.47
	B	1.0 Year		18,054.40		694.40		8.68		13.02
	C	2.0 Year		18,824.00		724.00		9.05		13.58
	D	3.0 Year		19,593.60		753.60		9.42		14.13

#### Laundry Service / Custodial Worker

<b>S 06</b>	N	New Hire	Annual	18,990.40	Bi-Weekly	730.40	Hourly	9.13	1 1/2	13.70
	A	0.5 Year		19,905.60		765.60		9.57		14.36
	B	1.0 Year		20,654.40		794.40		9.93		14.90
	C	2.0 Year		21,486.40		826.40		10.33		15.50
	D	3.0 Year		22,297.60		857.60		10.72		16.08

#### Veterinary Technician

<b>S 07</b>	N	New Hire	Annual	19,344.00	Bi-Weekly	744.00	Hourly	9.30	1 1/2	13.95
	A	0.5 Year		20,259.20		779.20		9.74		14.61
	B	1.0 Year		21,174.40		814.40		10.18		15.27
	C	2.0 Year		22,089.60		849.60		10.62		15.93
	D	3.0 Year		23,004.80		884.80		11.06		16.59

#### Maintenance Worker

<b>S 08</b>	N	New Hire	Annual	19,905.60	Bi-Weekly	765.60	Hourly	9.57	1 1/2	14.36
	A	0.5 Year		21,049.60		809.60		10.12		15.18
	B	1.0 Year		22,235.20		855.20		10.69		16.04
	C	2.0 Year		23,400.00		900.00		11.25		16.88
	D	3.0 Year		24,544.00		944.00		11.80		17.70

#### Equipment Mechanic Helper / Kennel Technician I

<b>S 09</b>	N	New Hire	Annual	22,089.60	Bi-Weekly	849.60	Hourly	10.62	1 1/2	15.93
	A	0.5 Year		23,067.20		887.20		11.09		16.64
	B	1.0 Year		24,128.00		928.00		11.60		17.40
	C	2.0 Year		25,168.00		968.00		12.10		18.15
	D	3.0 Year		26,208.00		1,008.00		12.60		18.90

#### Kennel Technician II, Maintenance Worker I, Animal Control Officer I, Maintenance Custodian

<b>S 10a</b>	N	New Hire	Annual	22,880.00	Bi-Weekly	880.00	Hourly	11.00	1 1/2	16.50
	A	0.5 Year		23,961.60		921.60		11.52		17.28
	B	1.0 Year		25,043.20		963.20		12.04		18.06
	C	2.0 Year		26,145.60		1,005.60		12.57		18.86
	D	3.0 Year		27,227.20		1,047.20		13.09		19.64



# KALAMAZOO COUNTY GOVERNMENT

## Salary Schedules

### AFCSME-ANIMAL CONTROL, B&G, PARKS

Effective 01/15/2003

Increase %

#### *Environmental Control Technician I*

S	11c	N	New Hire	Annual	24,440.00	Bi-Weekly	940.00	Hourly	11.75	1 1/2	17.63
		A	0.5 Year	25,604.80				12.31			18.47
		B	1.0 Year	26,790.40		1,030.40		12.88			19.32
		C	2.0 Year	27,934.40		1,074.40		13.43			20.15
		D	3.0 Year	29,099.20		1,119.20		13.99			20.99

#### *Building Operator, Maintenance Worker II, Fairgrounds Operator*

S	12a	N	New Hire	Annual	24,897.60	Bi-Weekly	957.60	Hourly	11.97	1 1/2	17.96
		A	0.5 Year	26,083.20		1,003.20		12.54			18.81
		B	1.0 Year	27,268.80		1,048.80		13.11			19.67
		C	2.0 Year	28,454.40		1,094.40		13.68			20.52
		D	3.0 Year	29,660.80		1,140.80		14.26			21.39

#### *Carpenter I, Parks Crew Leader, Building Operator II*

S	12b	N	New Hire	Annual	25,376.00	Bi-Weekly	976.00	Hourly	12.20	1 1/2	18.30
		A	0.5 Year	26,582.40		1,022.40		12.78			19.17
		B	1.0 Year	27,788.80		1,068.80		13.36			20.04
		C	2.0 Year	29,016.00		1,116.00		13.95			20.93
		D	3.0 Year	30,243.20		1,163.20		14.54			21.81

S	13a	N	New Hire	Annual	25,688.00	Bi-Weekly	988.00	Hourly	12.35	1 1/2	18.53
		A	0.5 Year	26,811.20		1,031.20		12.89			19.34
		B	1.0 Year	28,080.00		1,080.00		13.50			20.25
		C	2.0 Year	29,161.60		1,121.60		14.02			21.03
		D	3.0 Year	30,347.20		1,167.20		14.59			21.89

#### *Environmental Control Tech III, Equipment Mechanic, Parks/Maintenance Worker III*

S	13b	N	New Hire	Annual	26,374.40	Bi-Weekly	1,014.40	Hourly	12.68	1 1/2	19.02
		A	0.5 Year	27,601.60		1,061.60		13.27			19.91
		B	1.0 Year	28,828.80		1,108.80		13.86			20.79
		C	2.0 Year	30,035.20		1,155.20		14.44			21.66
		D	3.0 Year	31,262.40		1,202.40		15.03			22.55

#### *Park Ranger II*

S	14a	N	New Hire	Annual	27,310.40	Bi-Weekly	1,050.40	Hourly	13.13	1 1/2	19.70
		A	0.5 Year	28,475.20		1,095.20		13.69			20.54
		B	1.0 Year	29,660.80		1,140.80		14.26			21.39
		C	2.0 Year	30,846.40		1,186.40		14.83			22.25
		D	3.0 Year	32,011.20		1,231.20		15.39			23.09



# KALAMAZOO COUNTY GOVERNMENT

## Salary Schedules

### AFCSME-ANIMAL CONTROL, B&G, PARKS

Effective 01/15/2003

Increase %  
3.1

#### Animal Control Officer II

S	14b	N	New Hire	Annual	24,835.20	Bi-Weekly	955.20	Hourly	11.94	1 1/2	17.91
		A	0.5 Year		25,812.80		992.80		12.41		18.62
		B	1.0 Year		26,873.60		1,033.60		12.92		19.38
		C	2.0 Year		27,934.40		1,074.40		13.43		20.15
		D	3.0 Year		29,057.60		1,117.60		13.97		20.96

<b>S</b>	<b>15</b>	N	New Hire	Annual	27,622.40	Bi-Weekly	1,062.40	Hourly	13.28	1 1/2	19.92
		A	0.5 Year		28,870.40		1,110.40		13.88		20.82
		B	1.0 Year		30,118.40		1,158.40		14.48		21.72
		C	2.0 Year		31,345.60		1,205.60		15.07		22.61
		D	3.0 Year		32,593.60		1,253.60		15.67		23.51

#### Electronic/Comm Specialist, HVAC Technician, Environmental Control Tech II, Plumber, Carpenter II, Auto Maintenance S

S	16	N	New Hire	Annual	28,246.40	Bi-Weekly	1,086.40	Hourly	13.58	1 1/2	20.37
		A	0.5 Year		30,555.20		1,175.20		14.69		22.04
		B	1.0 Year		32,489.60		1,249.60		15.62		23.43
		C	2.0 Year		34,528.00		1,328.00		16.60		24.90
		D	3.0 Year		36,712.00		1,412.00		17.65		26.48

#### Electrician

S	17	N	New Hire	Annual	32,240.00	Bi-Weekly	1,240.00	Hourly	15.50	1 1/2	23.25
		A	0.5 Year		34,257.60		1,317.60		16.47		24.71
		B	1.0 Year		36,400.00		1,400.00		17.50		26.25
		C	2.0 Year		38,667.20		1,487.20		18.59		27.89
		D	3.0 Year		41,059.20		1,579.20		19.74		29.61

## APPENDIX A

Section 1: During the course of negotiations for the 1998 Agreement, the parties entered into a long-term agreement in regard to the pension plan being improved by adding provisions which would result in regular pension being available for those individuals who retire with twenty-five (25) years of service with an age of at least fifty-five (55) years.

Section 2: The parties have agreed that when the Parks Department designates one or more fairground operators as "crew leaders" during the County Fair, such individuals shall receive an additional fifty (\$.50) cents per hour for such designated work. In no case will any operator receive more than one hundred twenty (120) hours of such additional pay.

## LETTER OF UNDERSTANDING

The parties hereby acknowledge that the availability and use of a personal vehicle may be required by the County for maintenance employees.

Employees required to use their personal vehicles shall be eligible for reimbursement under Article 30, Section 8, of the Collective Bargaining Agreement.

County vehicles that are not assigned to Supervisors will be assigned to maintenance employees on a periodic basis (hourly, daily, weekly or by individual job). When a maintenance employee requires the use of a County vehicle, he/she shall make a request to his/her supervisor.

Management will make every effort to assure that the County vehicles are utilized in an efficient and economical manner.

In the event that the use of a personal vehicle is required, it is to be used for employee transportation to and from job sites only, not for hauling equipment other than small items such as a tool box.







