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6/30/2005

AGREEMENT

KALAMAZOO COUNTY HEAD START

- and -

INTERNATIONAL UNION  
UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA

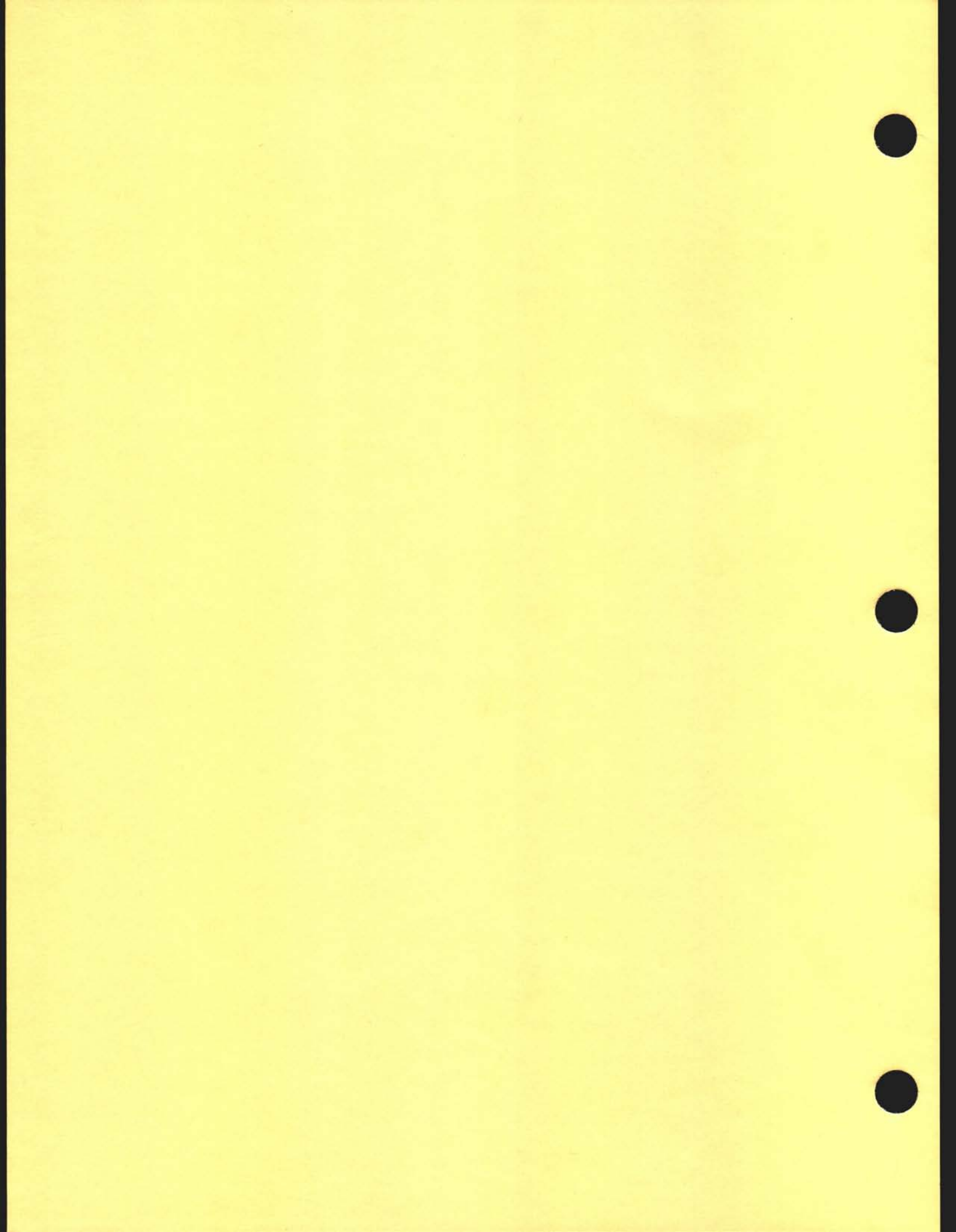
AND ITS

TECHNICAL, OFFICE, AND PROFESSIONAL  
HEAD START  
UNIT II

2002 - 2005

*Kalamazoo County*





AGREEMENT - Kalamazoo County Head Start - and - International Union United Automobile, Aerospace and Agricultural Implement Workers of America and its Technical, office and Professional Head Start Unit II of the UAW – December, 2002.

INDEX

ARTICLE I - RECOGNITION - EMPLOYEES COVERED ..... 2  
ARTICLE II - UNION SECURITY ..... 3  
ARTICLE III - REPRESENTATION ..... 5  
ARTICLE IV - GRIEVANCE PROCEDURE ..... 7  
ARTICLE V - KALAMAZOO COUNTY AUTHORITY ..... 9  
ARTICLE VI - SENIORITY ..... 9  
ARTICLE VII - LAYOFF ..... 11  
ARTICLE VIII - JOB VACANCY AND POSTING ..... 13  
ARTICLE IX - SALARIES AND INSURANCE..... 14  
ARTICLE X - AUTHORIZED HOLIDAYS ..... 15  
ARTICLE XI - SICK LEAVE ..... 16  
ARTICLE XII - TIME OFF POLICY ..... 17  
ARTICLE XIII - LEAVES OF ABSENCE ..... 18  
ARTICLE XIV - TUITION REFUND POLICY ..... 25  
ARTICLE XV - LONGEVITY COMPENSATION PLAN ..... 25  
ARTICLE XVI - DEFERRED COMPENSATION ..... 25  
ARTICLE XVII - RETIREMENT PLAN ..... 26  
ARTICLE XVIII - RETIREES ..... 26  
ARTICLE XIX - SAFETY AND ACCIDENT REPORTING ..... 26  
ARTICLE XX - RULES/REGULATIONS AND DISCIPLINARY ACTION ..... 27  
ARTICLE XXI - NON-DISCRIMINATION ..... 28  
ARTICLE XXII - HEAD START RIGHTS AND RESPONSIBILITIES ..... 28  
ARTICLE XXIII - GENERAL ..... 29  
ARTICLE XXIV - TERMINATION ..... 34  
APPENDIX A ..... 36  
APPENDIX B ..... 38  
LETTER OF AGREEMENT ..... 39

## AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of December, 2002, by and between the KALAMAZOO COUNTY HEAD START (hereinafter referred to as the "Employer"), and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, and its Technical, Office and Professional Head Start Unit II of the UAW (hereinafter referred to as the "Union").

### ARTICLE I - RECOGNITION - EMPLOYEES COVERED

**Section A:** Pursuant to and in accordance with all applicable provisions of Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees within the bargaining unit as certified by Case No. G 87 L-1025 of the State of Michigan Department of Labor, Employment Relations Commission.

### UNIT II

All the regular full-time and part-time child development aides and vehicle operators, excluding: all full-time and part-time child development teachers, guards, supervisors as defined in the Act, education supervisors, health supervisors, volunteer training specialists, transportation supervisors, transportation assistant, parent supervisors, human services specialists, secretaries, substitutes, program managers, and all other employees.

Titles of employee positions will not be changed in a manner which will confuse such title with those already designated positions in other County of Kalamazoo Unions.

**Section B:** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

**Section C:** Any individual contract between the County and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section D:** This Agreement shall supersede any rules, regulations or practices of the County of Kalamazoo which shall be contrary to or inconsistent with its express terms.

**Section E:** Copies of this Agreement shall be printed at the expense of the County of Kalamazoo 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 II - UNION SECURITY**

### **Section A: Union Membership**

- 1) As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment. On the Friday of a new employee's orientation week, a unit chairperson or designee of the bargaining unit shall be given the opportunity to meet during scheduled working hours with such new employee. The Employer shall give advance notification to the unit chairperson of the need for such meeting.
  
- 2) In lieu of the above obligation, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations may elect to pay sums equal to the Union's dues and initiation fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen from a list of four (4) such funds designated in Appendix B of the Contract. The employee must provide the Union with at least an annual proof of such payment in the form of a canceled check for the yearly amount or other proof acceptable to the Union.

### **Section B: Check-Off**

- 1) During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the County of Kalamazoo during negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues and initiation fees levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization

Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Human Resources Offices written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

- 2) Employees may have monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union.
- 3) A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial officer by the Employer.
- 4) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tenured to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1st) part of such month, and monthly thereafter.
- 5) In the cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the employee will be made by the Union.
- 6) All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the pay day in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee, and any employees who have terminated their Check-Off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
- 7) The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

**Section C: Failure to Comply**

1) An employee in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union, shall be terminated by the Employer, provided the following stipulations are adhered to:

a) The Union shall notify the employee by certified or registered mail explaining that he/she is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the County of Kalamazoo for termination as provided for in this Article.

b) The Union shall give a copy of the letter sent to the employee and the following written notice to the Human Resources Director at the end of the thirty (30) day period set forth in Section a) above:

"The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the County of Kalamazoo terminate this employee. A copy of such notice shall, at the same time, be given by the Union to the employee."

2) Upon receipt of such notice, the Human Resources Director or his or her designee shall communicate the Union's request for termination to the employee and advise such employee that he/she must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he/she shall be terminated.

**Section D: Save Harmless.** The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**Section E: Disputes:** Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

### **ARTICLE III - REPRESENTATION**

**Section A:** The Employer or his/her representative, and the Union, may meet at least once a month to discuss matters relating to this Agreement or matters of mutual concern. The time and place of all such meetings shall be mutually agreed upon and those Union representatives attending such meeting shall be excused from any of their duties that may

conflict with the holding of any such conference. Unit II shall be represented by not more than four (4) members (2 Aides and 2 Drivers).

**Section B:** When a new classification is established, the Employer shall furnish the Union a job description of such classification, prior to implementation of the position. If the position belongs within the unit, regular procedures for posting and selection will be followed. At the time the Employer notifies the Union of the new classification, the Employer shall also indicate to the Union what determination the Employer had made relative to the pay for such new position. If the Union does not agree with the determination made by the Employer relative to compensation for the new classification, then the Union shall request a meeting with the Employer for the purpose of discussing the Union's concerns relative to such determination. If the parties are unable to reach agreement relative to the compensation for such new position, such matter may be submitted to the grievance procedure and will be eligible for binding arbitration under said procedure.

**Section C:** The Union may use the Nazareth facilities for its proper business activities without charge upon approval by the County of Kalamazoo.

**Section D:** A pool of fifteen (15) professional unpaid leave days per contract year shall be available to the Union that may be used by any Union member to attend conferences and other meetings related to the conduct of affairs or the welfare of the members.

Requests for Union leave of absence must be submitted at least seven (7) calendar days in advance. The County shall attempt to grant such requests for Union leave of absence consistent with the manpower and work load requirements as determined by the County.

Requests for Union leave of absence relative to the "Fall School" and the Winter Institute must be submitted thirty (30) calendar days in advance of such conferences. No more than three (3) members of Unit I and Unit II may be absent at any one time for either the "Fall School" or the Winter Institute. If a third person requests a leave of absence to attend the "Fall School," that individual will not be allowed to utilize Union leave but will have to utilize annual leave. In no case shall two (2) people be absent from the same classroom while utilizing Union leave of absence.

**Section E:** Union representatives shall not suffer a pay deduction for time scheduled with authorized representatives of the County of Kalamazoo when it applies to negotiations, conferences, grievances and other matters of mutual interest. All Union representatives shall notify their immediate supervisors of any and all such meetings and shall get the supervisor's prior approval before attending such meetings. The Employer agrees that it will not unreasonably withhold its approval of attendance at such meetings; however, it is understood that such meetings should be scheduled so as not to conflict with the regular operations of the Employer.



## ARTICLE IV - GRIEVANCE PROCEDURE

**Section A:** A grievance shall mean a complaint by an employee, employee group, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement.

### **Section B: Procedure**

- 1) **Step One:** The aggrieved employee and a member of the local Union bargaining committee shall first discuss the employee's grievance with the employee's immediate supervisor within five (5) working days of the cause of, or receipt of written notification of said alleged grievance. Following such discussion, a brief memorandum shall be written and signed by both parties, provided said grievance has been resolved.
  
- 2) **Step Two:** If the grievance is not resolved at Step One and the employee believes that a grievance still exists, the issue shall be reduced to a written grievance and shall be presented to the aforementioned immediate supervisor within ten (10) working days of the cause of, or receipt of written notification of said alleged grievance. A meeting shall be scheduled within five (5) working days after the written grievance is submitted and the immediate supervisor shall meet with the employee and a member of the local Union bargaining committee relative to the grievance on the agreed upon date. The immediate supervisor shall give his/her answer in writing to the local Union steward within five (5) working days after the meeting.
  
- 3) **Step Three:** If the grievance is not settled at Step Two and if the grievant/Union wishes to appeal the Step Two answer, then within five (5) working days following the steward's receipt of the Step Two answer, or within five (5) working days of when the Step Two answer was due, the Union shall in writing request a meeting between the Community Action Bureau Director, the grievant, and a member of the local Union bargaining committee. Such meeting shall be scheduled within five (5) working days following the County's receipt of the Union's written request, and the County's Community Action Bureau Director shall meet with the grievant and the local Union bargaining committee member on the agreed upon date. The Community Action Bureau Director shall give his/her answer in writing to the local Union steward within five (5) working days after the meeting.
  
- 4) **Step Four:** If the grievance is not settled at Step Three and if the grievant/Union wishes to appeal the Step Three answer, then within five (5) working days following the steward's receipt of the Step Three answer, or within five (5) working days of when the Step Three answer was due, the Union shall in writing request a meeting between the County of Kalamazoo's Human Resources Director, the Union's bargaining committee, and the International Union. Such meeting will be scheduled

within five (5) working days following the County's receipt of the Union's written request, and will be held at a mutually agreed time within thirty (30) calendar days of the Union's written request. The local Union steward shall be given a written response to the grievance within ten (10) working days after the meeting and a copy shall be mailed to the UAW regional office.

- 5) Step Five: If the County's Step Four answer fails to resolve the grievance, the Union shall notify either the County's Community Action Bureau Director or its Human Resources Director in writing within thirty (30) calendar days after receipt of such answer, or within thirty (30) calendar days of when the Step Four answer was due, that it desires to take the grievance to arbitration. If the Union gives timely notice of such desire to arbitrate, the parties shall jointly request the services of the Federal Mediation and Conciliation Service in the event the parties do not mutually agree on the arbitrator or another selection process.

The voluntary labor arbitration rules of the Federal Mediation and Conciliation Service shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render his/her award, which shall include a written opinion, not later than thirty (30) calendar days after the date on which the hearing is concluded or post-hearing briefs are submitted, whichever is later.

The award of the arbitrator shall be accepted as final and binding on the Union, its members, the employee or employees involved, and the Employer. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below.

The fees and expenses of the arbitrator shall be jointly paid by the Employer and the Union, including any cancellation fees incurred as a result of the parties' mutual agreement to cancel/adjourn an arbitration. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. At least 48 hours prior to the hearing the parties shall exchange written witness lists. The Union's list must also include any non-witness Union officials who the Union wishes to be released from work to attend the arbitration. Upon timely submission of the Union's list, appropriate Union officials and witnesses will be released on Employer time with pay to attend the arbitration.

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement.

**Section C: General Provisions.** At any conference under this grievance procedure:

- 1) The Union and County may have present any and all witnesses they desire.
- 2) Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance. The time limits specified in this procedure may be extended by mutual agreement of the Employer and the Union.
- 3) A grievance may be withdrawn at any time by the Union.

#### **ARTICLE V - KALAMAZOO COUNTY AUTHORITY**

**Section A:** The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the County of Kalamazoo Head Start program, and supervise and evaluate the aides and vehicle operators are vested solely and exclusively in the County of Kalamazoo.

**Section B:** It is specifically understood that the County of Kalamazoo retains unto itself exclusive authority to determine whether it shall continue to be the operating agency of the Head Start program. During the period of time the County of Kalamazoo decides that it will be the operating authority for the Head Start program, it retains the exclusive authority to assign or subcontract any and all duties and responsibilities directly or indirectly related to the operation of said Head Start program. If the County is contemplating the assignment or subcontracting of any Bargaining Unit work, it shall so notify the Union and give the Union adequate opportunity and information so as to make a presentation to the appropriate group of decision-makers relative to any and all other options the Union believes should be considered before a final decision is reached by the County of Kalamazoo.

#### **ARTICLE VI - SENIORITY**

**Section A:** Seniority is defined as the employee's length of employment, since his/her last date of hire with the Employer, subject to the other provisions of this Agreement.

**Section B:** An employee shall lose his/her seniority for the following reasons:

- 1) An employee voluntarily quits the Employer's employment.
- 2) An employee is discharged and is not reinstated.
- 3) An employee who has acquired seniority has been on layoff for a period of more than two (2) years.
- 4) An employee who is absent from work for two (2) consecutive days without advising the employer during said two (2) day period of a reason deemed acceptable by the

employer for such absence, unless it is physically impossible for the employee to do so. An employee who does not provide the employer with a reason deemed acceptable by the employer shall be considered a voluntary quit.

- 5) An employee, who has been on layoff, fails to follow procedures for recall in the manner and with the time limits set forth in this Agreement.
- 6) An employee fails to report for work at the termination of the leave of absence or annual leave without advising the Employer prior to the expiration of the leave of absence or annual leave of a reason deemed acceptable by the Employer for such failure, unless it is physically impossible for the employee to do so. An employee, who does not provide the Employer with a reason deemed acceptable by the Employer, shall be considered a voluntary quit.
- 7) An employee of the Employer with continuing service in the bargaining unit, who has acquired seniority and whose illness or injury has prevented him/her from performing his/her work, and who fails to recover and return to work within a period of two (2) years after the employee last worked.
- 8) An employee is retired.

**Section C:** When a new employee is hired, he/she shall be a probationary employee for the first six (6) months of employment. A probationary employee will be eligible for benefits such as health insurance, dental insurance, disability insurance, life insurance and vision insurance following the completion of the month they were hired, if such hiring date is other than the first of the month, and three (3) additional months immediately following the month of hire. After completion of probation, an employee's seniority will date back to his/her last date of hire. The Unit Chairperson or his/her designee will be informed within five (5) working days after any new employee is hired so a meeting can be scheduled per Article II.

**Section D:** An employee's name, date of employment and classification, upon completion of the probationary period, will be entered in the proper order of the seniority lists.

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

**Section F:** A master list showing the seniority of each employee shall be maintained up-to-date. The local Union shall be given a revised copy of the master list upon request.

**Section G:** The County of Kalamazoo will provide the local Union with a list of names and addresses upon request.

**Section H:** 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 seniority 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 service credit 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.

**Section I: Termination of Employment.** If an employee voluntarily resigns from County service, it is necessary for the notification of the termination date to be put in writing by the employee to the supervisor and forward it to the Human Resources Department. Employees who voluntarily resign are expected to give a minimum of a two (2) week notice of such intent to resign. Department heads shall process the appropriate payroll/personnel forms to implement the termination.

A refund of accumulated contributions to the retirement system may be obtained if the employee desires and has not met retirement qualifications by completing the appropriate form in the Payroll Department at the time of termination. Employees should also provide notice to the Human Resources Department of any change of address for W-2 purposes and handle the options for insurance upon termination.

Terminating employees must return to Kalamazoo County government any property they may have including keys and/or supplies prior to their termination date.

## **ARTICLE VII - LAYOFF**

**Section A:** In the event that it becomes necessary to reduce the workforce within the bargaining unit, the Employer shall have the right to lay off the employees in the unit as follows:

- 1) Layoff of employees within the bargaining unit shall be by classification and the Employer retains the exclusive right to select the classification in which to make a layoff based on the volume of work.
- 2) The principle of straight seniority within a job classification shall be observed in making layoffs, and the length of seniority shall govern within such classification provided the remaining employees have the then present ability to perform the remaining work.

- 3) Barring circumstances beyond Head Start's control, the Union and the affected employees shall receive fifteen (15) calendar days notice prior to any layoff. With respect to summer layoff, the notice will include an anticipated recall date.
- 4) The term "layoff" for purposes of this Article shall mean the removal of any employees from the active payroll due to reduced staffing requirements.

**Section B: Summer Layoffs and Filling Summer Positions:**

- 1) The County shall determine the number of unit positions needed during the summer by classification and shall so inform the Union.
- 2) Letters will be hand-delivered when practical, and a list of those receiving hand-delivery will be provided to the Union. When hand-delivery is not practical letters will be sent by USPS First Class mail (a Union representative will be allowed to observe/participate in the mailing) seeking volunteers for summer employment. The letter will contain a self-addressed stamped post-card on which the employee can make his/her election. If the employee fails to respond by the specified date, it will be assumed that he/she does not wish to volunteer for summer employment. Of those who timely respond, volunteers will be accepted from senior to junior. Employees who do not wish to volunteer for summer employment will not be penalized relative to unemployment benefits.
- 3) If a sufficient number of senior employees do not volunteer for summer employment, summer employment will be mandated from junior to senior.
- 4) All remaining employees will be notified of layoff as set forth in Section A above.
- 5) When representatives of the County meet to make the final determinations regarding the placement of bargaining unit employees in summer positions, such meeting will include three (3) bargaining committee representatives who will be given the opportunity to have input into the decisions regarding the placement of unit members prior to the time that final decisions are made by the County.

**Section C: Recall:** Full-year staff will not receive recall notices, but will be notified of in-service's start date. Employees with seniority will be recalled in the reverse order in which they were laid off provided they have the then present ability to do the available work.

Notice of recall shall be sent by USPS First Class mail (a Union representative will be allowed to observe/participate in the mailing) to the employee at the last address provided by the employee. The notice of recall (which will be mailed mid-summer for summer layoffs) will include a specific date on which the employee must report/return to work. The recall notice will include a self-addressed stamped post-card on which the employee must signify

his/her intent to report/return to work on the specified date. The self-addressed stamped post-card must be postmarked for return no later than fourteen (14) calendar days after the postmark date on the notice of recall. Employees who fail to timely or properly respond will be considered a voluntary quit.

## ARTICLE VIII - JOB VACANCY AND POSTING

**Section A:** In the event that there is a vacancy in a classification in Unit II, it is understood and agreed to that the Employer will upgrade from within whenever possible based on seniority and provided the employees are qualified to perform the needed work in the vacant position. Notices of such vacancy will be given to the unit chairperson for posting on a bulletin board. If a current employee is not awarded the bid, he/she will be given reasons as to why he/she was not selected and what he/she must improve on in order to qualify in the future.

Notification of job openings will be posted as they occur, and when it is not possible to post in a specific building, unit members will be informed of such vacancy either through staff meetings or memoranda directed to each employee. This notice shall include a brief description of the position and salary range. Current employees will be able to bid on posted jobs during the posting-period of five (5) days by completing a transfer application form available in the Human Resources Office. The Employer will attempt to notify employees of posting within two (2) days after the approval of the Human Resources Department.

Unit members shall also be notified when there is an opening for a Child Development Teacher. Those individuals who are qualified for such a position are encouraged to apply and will be considered with other applicants.

A temporarily vacant Child Development Teacher position will be temporarily filled as follows:

If the vacancy will last six (6) weeks or more (which is known from the outset because a request was made for a leave of absence of 6 weeks or more), then the temporary vacancy will be awarded to the senior qualified employee holding a CDA or Associate's Degree.

If the vacancy will last less than six (6) weeks, then the temporary vacancy will be filled by a qualified staff member holding a CDA or Associate's Degree who is already working in the classroom. If there is no qualified staff member holding a CDA or Associate's Degree already working in the classroom, then the temporary

vacancy will be awarded to the senior qualified employee holding a CDA or Associate's Degree.

An employee who changes his/her mind after submitting a transfer application form must withdraw (notify the employer in writing) his/her transfer application before the position is awarded. If an employee fails to timely withdraw his/her transfer application, and if he/she is the successful bidder but refuses to take the position awarded, he/she will not be allowed to submit another transfer application for nine (9) to twelve (12) calendar months (depending on his/her assignment), from the date of his/her refusal.

### **ARTICLE IX - SALARIES AND INSURANCE**

**Section A:** The Salary Schedule attached hereto as Appendix A shall become effective as of January 1, 2003.

**Section B:** The parties have agreed that the contract shall be reopened for negotiations regarding wages prior to July 1, 2003, so that any changes brought forth by such negotiations can take effect July 1, 2003. The parties have also agreed that the contract shall be reopened for negotiations regarding wages and insurance for both the second and the third years of this Agreement. For insurance purposes such negotiations will take place prior to December 31, 2003, and December 31, 2004. For wage purposes such negotiations will take place prior to July 1, 2004. It is the parties' goal that such meetings shall be completed prior to the above dates so that any changes brought forth by such negotiations will be effective on December 31 (the KALFLEX election date; KALFLEX changes take effect the following March 1), and July 1.

**Section C:** All bargaining unit members shall be eligible to become members of the County's KAL FLEX 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.

Employees filling summer positions will remain KAL-FLEX participants throughout the summer work months. When bargaining unit members are laid off during the summer break in the school schedule, such time off will be treated as a leave of absence for KAL FLEX purposes. Such leave of absence will be treated under the plan as a qualified change in status when the employee returns from such summer break. This will result in the employee having the opportunity to reselect the options then available under the KAL FLEX benefit plan.

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



**Section E:** 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 percent (60%) 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 F:** 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 G:** An employee on short-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 County's portion of all insurance premiums during this period provided the employee pays his/her portion of the insurance premium(s).

**Section H:** 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, dental, and/or vision insurance coverage at the employee's cost.

**Section I:** 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.

**Section J:** The County will pay for any and all physical examinations required as a condition of employment.

#### **ARTICLE X - AUTHORIZED HOLIDAYS**

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              | 1st Monday in September  |
| 5. | Thanksgiving Day       | 4th Thursday in November |
| 6. | Day after Thanksgiving | Day after Thanksgiving   |
| 7. | Christmas Eve Day      | December 24              |
| 8. | Christmas Day          | December 25              |

When December 25 falls on a Saturday, causing the observance of the holiday on Friday, December 24, then Thursday, December 23, will be the observance day for the December 24 holiday. When December 24 falls on Sunday, the observance day will be Friday, December 22.

To be eligible for the aforementioned paid holidays, an employee must work his/her last scheduled work day before said holiday and his/her first scheduled work day after said holiday unless the employee is on another form of approved leave of absence. If the employee is tardy or absent for a period less than two (2) hours on said day before the holiday and said day after the holiday, said day shall be counted by the Employer as a day, making the employee eligible for the holiday pay.

When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When any holiday enumerated above falls on Saturday, the preceding Friday shall be observed as a holiday, with the exception of New Year's Day which will be celebrated the following Monday.

#### ARTICLE XI - SICK LEAVE

**Section A:** 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.

Each regular full-time employee of the County shall accrue 3.0 hours with pay as sick leave for each completed bi-weekly pay period. Part-time regular employees accrue sick leave in proportion to their time worked. Sick leave with pay may 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. Once exhausted, the employee may utilize personal leave. Sick leave and personal 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.

An employee with sick leave time available, and upon written request to and written approval from their immediate supervisor, may use sick leave when a death occurs in the employee's immediate family (spouse, children, parents, or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, and any persons for whom financial or physical care is the employee's principal responsibility).

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

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

If, during the term of this Agreement, the County adopts a policy permitting all non-represented County employees to use paid sick leave when absent from work to care for an ill spouse or child, the County will permit the same use of sick leave by its Head Start II employees.

Special Situations: Where an employee has previously filed a report with the Head Start nurse relative to a student(s) being afflicted with either pink eye and/or head lice, and where the employee subsequently contracts that condition and his/her condition is verified by the Head Start nurse, the employee will be permitted one (1) day's absence per school year with pay (8 hours; pro-rated for part-time employees), to treat himself/herself for pink eye and/or head lice. This one (1) day is in addition to the employee's normal sick leave bank.

**Section B: Payoff of Sick Leave on Termination or Retirement:**

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

- 1) 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.
- 2) 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 figuring any retirement benefit.

**ARTICLE XII - TIME OFF POLICY**

**Section A: Designated Breaks:** Employees will not be required to work during designated breaks (e.g. winter break, spring break). The County is not required to provide work to employees during designated breaks (e.g. winter break, spring break, summer break).

Every regular full-time employee will continue to receive his/her regular pay during the designated winter and spring breaks. Regular part-time employees will receive a pro-rated amount of pay during the designated winter and spring breaks.

An employee who agrees to work during a designated winter or spring break will, in addition to receiving his/her regular pay during the designated break, also receive his/her regular hourly rate of pay for all authorized hours worked during the designated winter or spring break (i.e. double time).

**Section B: “Annual Leave”:** Every regular full-time employee with five (5) or more years of seniority can, during the regular school year (which includes the summer program), take a five (5) consecutive day (40 hours) unpaid “annual leave” away from his/her regularly scheduled work as follows:

- 1) An employee with five (5) to fourteen (14) years of service can request to use his/her five (5) consecutive days of unpaid “annual leave” (40 hours) at any time during the regular school year (which includes the summer program), provided the time away from work will occur after January 1 (an exception will be provided for “fall school”/union leave; See, Art. III, §D).
- 2) An employee with fifteen (15) or more years of service can request to use his/her five (5) consecutive days of unpaid “annual leave” (40 hours) at any time during the regular school year (which includes the summer program), with the exception of the first six (6) weeks of the regular school year (an exception will be provided for “fall school”/union leave; See, Art. III, §D).

It is agreed that an effort shall be made to schedule “annual leave” consistent with the staffing and workload requirements as determined by the County. To that end, unit members with five (5) or more years of seniority shall be given the opportunity, in September and January of each year, of designating “annual leave” preference on a sign-up calendar. When two (2) or more employees at a site or in a summer program request the same period for “annual leave” time utilization, the County will determine such allocation on the basis of seniority. Employees will be notified whether their requests for unpaid “annual leave” have been approved within two (2) weeks of the close of each sign-up period. An employee may utilize “annual leave” only with the prior approval of the department head. Unused unpaid “annual leave” cannot be carried over from year-to-year.

**Section C: Seniority Bonus:** Regular full-time employees who have completed five (5) years of continuous service shall receive bonus time/pay according to length of total classified service as follows:

- 1) For five (5) or more, but less than ten (10) years, sixteen (16) hours annually;

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

Upon written request to your immediate supervisor (submitted before "annual leave" commences), bonus pay can be allocated to "annual leave," in order that the employee can receive partial or total compensation for what would otherwise be unpaid "annual leave." All bonus pay not allocated to be paid out during "annual leave" will be paid to the employee on his/her anniversary date.

### ARTICLE XIII - LEAVES OF ABSENCE

**Section A: 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 B: 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 a formal application for reinstatement within ninety (90) days after military discharge.

**Section C: 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 amount received for the training and the regular full salary.

Any regular 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 full salary for a period not to exceed five (5) working days.

**Section D: Administrative or Special Leave:** Absent legitimate emergency (e.g. unforeseen hospitalization of employee or family member not covered by Medical Leave/FMLA, house fire, etc.; proof may be required), written request for Administrative or Special Leave must be submitted to your supervisor five (5) calendar days before the requested leave is to begin. Administrative or Special Leave may be requested for the purpose of settling an estate of a member of your immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of your work, or for personal reasons. An Administrative or Special Leave must be approved in writing by the Human Resources Director, and shall be specific as to 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 Human Resources Department 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 E: Medical Leave:** For purposes of this Section of the policy, the following definitions apply:

Eligible employee - one who has regular status, has been employed minimally for twelve (12) months and worked 1250 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 – As defined in the Family and Medical Leave Act (FMLA). Detailed information is available from Human Resources.

**Purpose of Leave:** Unpaid leave may be granted for any of the following reasons:

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

**Notice and Duration:**

- 1) Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for the leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the County's operations. Failure to provide appropriate notice may result in the denial of leave.
- 2) Family Leave Period: Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. If both parents are employed by the County they may take a combined total of twelve (12) weeks of leave, not twenty-four (24) weeks.
- 3) Intermittent Leave: When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent basis or by arranging a reduced work schedule. An employee may be required to transfer temporarily to a position that can better accommodate an intermittent or reduced hours leave. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.
- 4) Notice Upon Return From Leave: If an employee returns from any period of absence which has not been designated as FMLA leave, and the employee wishes to have the leave counted as FMLA leave, the employee must notify the County within two (2) business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any subsequent assertion of FMLA protection for that absence.

Leave Certification:

- 1) Medical Certification:
  - a) Medical certification is required to support a request for a leave because of serious health condition. A second or third opinion (at the County's expense) may also be required. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made. Failure to provide the necessary certification will prevent any assertion of FMLA protection for that absence.
  - b) The medical certification (form "WH-380" should generally be used) must include the first anticipated date of absence from service, a diagnosis, a brief statement describing treatment, and the expected date of return. The physician

must state the employee is unable to work at all, or is unable to perform any one of the essential functions of the employee's job.

The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care or presence is needed.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

2) Recertification:

- a) Employees will be required, unless the County waives the requirement, to recertify the need for the leave at least every thirty (30) days. Employees on leave must call in and report to their supervisor on a periodic basis [at least every two (2) weeks] with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

3) Fitness to Return to Work:

- a) Upon return to work from a leave due to the employee's serious health condition, the employee will be required to provide medical certification of his/her fitness for duty.

4) Certification for New Child Leave:

- a) Employees will be required to provide reasonable documentation or statement of family relationship. This document may be a statement from the employee, or a child's birth certificate, a court document, etc. The County is entitled to examine documentation such as a birth certificate, etc., but the employee is entitled to the return of the official document submitted for this purpose.

Wages and Benefits:

- 1) Leave will be unpaid except as covered by any accrued sick leave, personal time, disability, or workers' compensation benefits, if applicable.
- 2) For up to twelve (12) weeks the County will maintain the employee's benefit coverage under any group plan. Any employee contributions to the plan must be maintained during the leave to maintain coverage.



If the employee fails to make such contributions, the County may elect to either cancel health plan coverage (after 30 days) or to pay for the coverage and to obtain reimbursement by payroll deduction when the employee returns to work (see Personnel Policy 5.9). The employee will be given notice of potential cancellation at least fifteen (15) days prior to the effective date of cancellation.

- 3) Employees who fail to return from a leave will be obligated to reimburse the County for the cost of County-paid health coverage, except when the employee's failure to return is due to the continuation, recurrence 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.

Coordination With Other Forms Of Leave And Paid Time Off: FMLA leave is coordinated with other existing forms of leave and paid time off as follows:

- 1) Work-Related Serious Medical Condition: When FMLA leave is used for the employee's serious health condition which is covered by the Workers' Compensation Act, the provisions of that Act will apply.
- 2) Other Serious Medical Conditions of Employee: When FMLA leave is used for a serious medical condition of the employee, the employee may use sick leave and personal leave, in that order, with the approval of their supervisor and the Human Resources Director. For disability insurance to cover any period of the leave, all accumulated sick leave must be used first.
- 3) Serious Medical Condition of Child, Spouse or Parent: When FMLA leave is used to care for a family member with a serious medical condition, the employee may use personal leave with the approval of their supervisor and the Human Resources Director.
- 4) Birth, Adoption, Foster Care of a Child: When FMLA leave is taken for purposes of child care, the employee may use personal leave with the approval of their supervisor and the Human Resources Director.
- 5) All time off work which meets the definitions under FMLA will be charged against the FMLA allowance. For example, whenever workers' compensation leave, a disability leave, or any other sick leave is due to a serious medical condition, all time taken will be charged against the employee's FMLA allowance. This applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off.

Return To Work:

- 1) Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave.
- 2) Periods of unpaid leave will not necessarily be treated as credited service for purposes of benefit accrual, vesting or eligibility to participate in a benefit plan.
- 3) An employee who is off work because of his/her own serious health condition must provide a fitness for duty certificate verifying that he/she is able to perform the essential functions of his/her job. Failure to provide that certificate will result in the delay of the restoration of that employee's job.

Eligibility Year: The amount of FMLA leave available to an employee will be based on the 12-month period immediately preceding the date the employee uses any FMLA leave. The available leave will be the balance of the 12-week allowance which has not been used during the preceding 12 months.

Termination of FMLA Leave: An employee's FMLA leave and accompanying benefits will cease under the following circumstances:

- 1) The employment relationship would have terminated if the employee had not taken FMLA leave;
- 2) The employee informs the County of his/her intent not to return from leave; or,
- 3) The employee fails to return from leave or continues on leave after exhausting his/her FMLA leave entitlement.

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

**Section F: Personal Leave:** Every regular full-time employee is entitled to a maximum of forty (40) hours of personal leave during the regular school year. Personal Leave is prorated for part-time employees based on their regular scheduled hours.

- 1) In all cases, the use of personal leave must be requested by the employee and approved by the employee's immediate supervisor. There shall be no accumulation of personal leave from school year to school year (the school year runs 12 consecutive months, beginning in the fall). Personal leave earned but not used during the regular nine (9) month school year (fall, winter, spring) will be paid to nine (9) month

employees at the end of the regular school year. Employees volunteering to work the summer program (i.e. 12 month employees) will be credited with one (1) additional day of personal leave and will be paid for all earned and unused personal leave at the end of the summer program.

- 2) New hires are entitled to utilize personal leave hours in accordance with the following schedule:

<u>Hire Date Occurs:</u>	<u>Personal Leave Hours Usable:</u>
April - June	10
January - March	20
October - December	30
July - September	40

**Section G: 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 your supervisor and the Human Resources Department. Workers' Compensation benefits which may be received may be supplemented by an employee's accrued sick leave or personal leave to equal the employee's regular salary.

**Section H: Political Office Holder Leave:** Employees who are elected to a full-time political office shall be granted an unpaid leave of absence for the duration of the first term of office.

#### **ARTICLE XIV - TUITION REFUND POLICY**

The County shall pay seventy-five percent (75%) of the cost of tuition to County employees, up to a maximum of \$1,500 during the life of this Agreement, taking approved high school or college courses, as outlined in a more detailed policy statement available from the Human Resources Director. 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 must be approved by the Human Resources Director prior to issuance of the tuition refund. The employee must remain in County service for a period of twenty-four (24) calendar 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 - LONGEVITY COMPENSATION PLAN**

Following the completion of six (6) years of continuous service, by October first of that year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as follows:

Employees who, by October first 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 basis of twenty (\$20.00) dollars for each full year of continuous service.

After initial eligibility, each additional five (5) years of continuous service shall result in a Five Dollar (\$5.00) additional adjustment in the sum allotted to said longevity payment. This escalating longevity payment shall cap out at Forty Dollars (\$40.00) per year of service after twenty-six (26) continuous years.

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.

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

## **ARTICLE XVI - DEFERRED COMPENSATION**

All regular County employees are eligible to participate in a deferred compensation plan which provides for deferring a percentage of annual salary up to the maximum amount allowed by law per year. By deferring income, the employee pays taxes only on the amount remaining. Upon retirement, annuities and other payoff options are available. More detailed information is obtainable from the Human Resources Department.

## **ARTICLE XVII - RETIREMENT PLAN**

The County agrees, for the life of this Agreement, to maintain participation in the Kalamazoo County Employees Retirement System on the same basis and terms and conditions as existed on December \_\_\_\_\_, 2002. The parties have agreed that the multiplier in the formula under such retirement plan shall be 2.0%.

## **ARTICLE XVIII - RETIREES**

**Section A: Benefits for Retirees:** All retiring employees, when eligible for a pension from the County, shall be eligible for the group hospital, medical and surgical benefits including Master Medical. The County shall pay the full premium for the pensioner. The cost of dependent coverage must be paid by the pensioners. This provision excludes employees who have deferred retirement.

### **ARTICLE XIX - SAFETY AND ACCIDENT REPORTING**

**Section A:** Kalamazoo Head Start employees are expected to perform their duties in a safe manner for their protection as well as others with whom they come in contact. If an employee has a question on the safest way to do a job or suggestions for improved employment/employee safety the supervisor, department head or safety representative should be contacted. The following safety policies will be followed by all County employees:

- 1) A coordinated continuing safety program will be developed and implemented by the Human Resources Department. Safety will take precedence over expediency or shortcuts.
- 2) Accident prevention is a prime function of management and management will be responsible for the establishment of safe and healthful working conditions.
- 3) Supervisory personnel will be accountable for the safety of all employees working under their supervision.
- 4) The Human Resources Department has been designated to coordinate and administer the safety program. The safety program will have the complete and wholehearted support of all management and supervisory personnel.
- 5) The County intends to comply with all safety laws and ordinances and every attempt will be made to reduce the possibility of accident occurrence. Safety of employees, the public and its operations will be paramount.

**Section B: Accident Reporting:** If a Kalamazoo Head Start employee suffers a work-related accident, whether or not it is deemed that medical attention is necessary, an accident report form must be completed as soon as possible by the employee and must be submitted to your supervisor within twenty-four (24) hours after the occurrence of the injury. These forms are available from the Human Resources Department. If the individual injured is unable to complete the accident form, it will be the responsibility of the immediate supervisor to do so.

The Human Resources Department and the employee's immediate supervisor should be notified by phone as soon as possible after the occurrence of an accident or injury. The Human Resources Department will make a decision as to whether or not an employee should

be referred to the County's physicians for examination and/or treatment. For purposes of Workers' Compensation insurance coverage, it is essential employees are seen by the County physician rather than their own personal physician and an accident report completed. The Human Resources Department will set an appointment as soon as they are contacted by an employee or his/her supervisor.

**Section C: Public Accidents:** If an employee witnesses an accident or injury suffered by a citizen on Kalamazoo County government property, they should direct that citizen to the Kalamazoo County Human Resources Department where the appropriate public accident form may be completed.

Employee witnesses to such an accident shall provide the Human Resources Department with a written statement of their observations, conditions of the physical area, etc.

## **ARTICLE XX - RULES/REGULATIONS AND DISCIPLINARY ACTION**

**Section A:** It is recognized by the parties to this Agreement that the Employer has retained the right to adopt rules and/ or regulations relative to any matter not in conflict with a specific provision of this Agreement. When new work rules or regulations are adopted by the County, the Union shall be notified in writing at the time of such adoption. The Union shall have the right to initiate a grievance relative to the unreasonableness of such rules or regulations within ten (10) days of the receipt of such notification.

**Section B:** The Employer shall not discharge nor take disciplinary action against any employee without cause. The Employer will, when appropriate, utilize progressive discipline. However, if the facts and circumstances indicate that progressive discipline is not appropriate, the Employer has the right to bypass progressive discipline and to assess whatever level of discipline is justified. The discipline may include verbal warnings, written warnings, suspensions, and discharge. It is understood and agreed that progressive discipline, "just cause," "good cause," and "for cause" concepts are not applicable to "at-will" probationary employees.

**Section C:** There will be an exit conference prior to any disciplinary suspension or discharge provided the employee is readily available. If the conference can be conducted, the employee will be informed of his/her right to be accompanied by a Union official. Copies of the suspension or discharge will be given to the employee and the Union.

**Section D:** In imposing disciplinary action on a current charge, the Employer will not take into account any prior disciplinary infraction which occurred more than twenty-four (24) months previous to said disciplinary action.

## **ARTICLE XXI - NON-DISCRIMINATION**

**Section A:** The Employer and the Union recognize that neither shall discriminate against any employee because of race, color, creed, age, sex, handicap or nationality nor shall the Employer, 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 XXII - HEAD START RIGHTS AND RESPONSIBILITIES**

**Section A: Open Personnel File:** There is one centralized file for all personnel information relating to an employee. This file is maintained in the County Human Resources Department and shall be a history record of the employee including name, address, date of employment, classification, salary rates, and other pertinent information and changes.

Employees who desire to review their personnel files may do so at any time by phoning the Human Resources Department and requesting an appointment to do so. The employee may not remove any item from his/her personnel file, but they may receive a copy if desired and the employee may also add information if they deem it desirable.

Separate personnel files or folders of information on employees shall not be maintained by departments unless each employee is aware of the information being maintained. For purposes of employment references and employment verifications, the County Human Resources Department shall serve as the main source of personnel records.

**Section B: Sexual Harassment in the Workplace:** It is the policy of the County of Kalamazoo that the working environment of every employee shall be free from verbal or physical sexual harassment by other County employees, or by those with whom you come into contact as a result of your County employment. The County will neither permit nor condone sexual harassment in the working environment, and employees who violate the policy will be subject to discipline up to and including discharge.

Sexual harassment is defined as unwanted conduct or communications of a sexual nature which adversely affects the person's employment or working environment. Such conduct shall include, but not be limited to, an act of, request for, or threat of sexual relations or bodily contact. Such communication shall include, but not be limited to, repeated or continual words or actions which are sexually degrading or demeaning to the person or persons of that sex.

Such conduct or communication must negatively affect the person's employment, wages, advancement, tenure, assignment of duties or shifts, conditions of employment or working environment.

The recipient of such behavior must assume responsibility for informing the alleged harasser that it is unwelcome and should report the incidents to the appropriate line of authority within the employee's department or to the Human Resources Department. The facts of each case will be investigated and appropriate discipline, if warranted, will follow. Any action taken by the County after investigation may be subject to the grievance procedure.

### ARTICLE XXIII - GENERAL

**Section A:** The Chairperson of the Board of Commissioners and/or his/her designated representative determines when it is necessary to close buildings or curtail services as a result of snow storms, tornadoes, or other such emergencies. When a determination is made that County Buildings shall be closed, such determination shall affect all Head Start employees; and if they are scheduled to work during such time, they will receive their regular pay for such period. Even if County Buildings are not closed, the Director of Human Services and/or his/her designated representative will decide whether or not Head Start facilities should continue or curtail their services; and if the decision is made to close one or more Head Start sites, said employees who are scheduled to work during such time will report to their site or Nazareth, and will receive their regular pay for such period.

If a unit member is located in a facility that is closed as a result of a determination by another official of authority, he/she shall either report to Nazareth for the completion of his/her regular scheduled work hours or, with the permission of the program director and/or his/her designated representative, he/she may remain at his/her work site and complete the scheduled work day. Employees who are unable to report to work when Nazareth is open may utilize personal leave time, or go on a non-pay status.

**Section B:** The County will provide separate bulletin boards for the use of Units I and II. Notices relative to Union meetings, and Union related matters may be placed upon same without prior approval.

**Section C:** In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions, within sixty (60) calendar days of the decision.

**Section D:** When a Child Development Aide substitutes for a Child Development Teacher for a period in excess of five (5) consecutive work days, said Child Development Aide shall be compensated at a rate of pay equal to the starting pay for the Child Development Teacher effective the sixth work day of said substitute assignment.



In cases where a Child Development Teacher position is vacant and the Child Development Aide is responsible until a replacement teacher is secured, said Child Development Aide shall be compensated at a rate of pay equal to the starting pay for the Child Development Teacher effective the first work day of said assignment.

In situations where both the Teacher and Driver are absent and the Aide is assigned to temporarily assume the teacher's role, the Aide will not be required to drive.

**Section E:** County employees who are working in regular part-time positions (20 or more hours per week) either in job-sharing positions or regular part-time positions (20 or more hours per week), shall be eligible for benefits on a pro-rata basis of their regular schedule. The employee must pay his/her share of elective benefits in order for the County to pay its portion. Part-time employees are not eligible for benefits when payroll deduction options are not allowed by contract with carrier or other policy.

**Section F:** 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. Employees will continue to be paid on the day of the week as is currently in effect.

**Section G:** When an employee works additional hours on a given day(s) during the work week, his/her supervisor will work with the employee and team to schedule the employee for flex-time later in the work week so as to avoid overtime exposure. Head Start will permit the employee's flex-time off preference unless doing so would conflict with a mandatory event, leave the program with inadequate coverage, or place the program in violation of staff licensing requirements.

When it is not practical or possible to flex the employee's schedule, the employee shall be paid overtime for authorized hours worked (hours worked shall include holidays and personal leave, but exclude sick pay) in excess of forty (40) hours per work week at the rate of time and one-half (1½) of what would be the employee's hourly rate of pay. In situations where the employee works in excess of forty (40) hours during a work week in which he/she performs work in two or more different positions (each with its own distinctive rate of pay), the employee's overtime rate (1½) will be based on the regular rate of pay for the position in which he/she was actually working when he/she exceeded forty (40) hours for the work week.

**Section H:** Employees will receive two fifteen-minute paid break periods and a one (1) hour unpaid lunch period per normal work day. The parties also recognize that unit members may request optional schedules which will result in either a shortened lunch period or no lunch period with the result that the school day will end at an earlier time. The County, in its sole discretion, may grant approval for the utilization of an optional schedule upon a showing that adequate volunteer assistance is available for such optional scheduling.

**Section I:** Child Development Aides and drivers will be notified at least two (2) days in advance if they have to drive on field trips or for special events.

**Section J:** Drivers will be allowed to take their bus home during breaks provided the distance from their assigned center to their home is shorter than the distance from their assigned center to the garage. Such buses shall never be utilized while conducting any form of personal business without the direct permission of the program director. Utilization of a Head Start bus during the work day for personal business without such approval shall constitute grounds for immediate discharge.

The County will reimburse the employee the difference between the cost of his/her personal driver's license and the cost of his/her CDL license. The employee is responsible for maintaining his/her CDL.

Routes that require more than twenty (20) hours of driving per week will be given to drivers according to seniority. Drivers can be removed from assignment to any route when a concern regarding their performance initiated by a parent, a liaison or another staff member is substantiated by the program director.

It has been agreed that there will be an annual (before the start of the school year) bidding for any route that is scheduled to be at least one-half (1/2) hour longer than the norm.

**Section K:** The Chairperson and the International Representative shall be supplied with a proposed Policy Council agenda at least five (5) days prior to Policy Council meeting and shall be placed on the mailing list for Policy Council minutes.

**Section L:** The County will no longer require Teachers and Aides to carry significant supplies to individual sites. While Teachers and Aides may be required to transport a reasonable amount of materials and supplies, the County will make arrangements for significant amounts of supplies to be delivered to the Head Start sites.

**Section M:** Each bargaining unit member, as a condition of continued employment, must possess or obtain (as set forth below) a valid CDA certification. Each employee who proves that he/she possesses a valid CDA certification or Associate's degree in Child Development will receive a \$00.50/hour wage increase as soon as administratively possible, but no later than sixty (60) days after presenting such proof.

To assist employees in obtaining CDA certification the County, upon proof of enrollment, will pay 100% of the cost of all approved classes and necessary books which are needed to prepare the employee to submit a completed application for CDA certification.

1. Aides and Drivers hired prior to 12/15/99 who on or before 10/25/02 submitted to the Education Coordinator a completed application for CDA certification testing:

a). Must immediately (within 5 working days) notify the Education Coordinator upon receiving his/her test results.<sup>1</sup> If the employee fails his/her test, the Education Coordinator will in writing set an application deadline by which the employee *must* submit to the Education Coordinator a *2nd completed* application for CDA testing.

- A *completed* application means the employee has completed the necessary class hours, competency goals, portfolio, parent letters, and observation. The *completed* application must also be the employee's original work. Falsified information, or information copied from another source will result in the application being rejected and in appropriate disciplinary action (up to and including possible discharge) against the employee.

b). If the employee fails to timely submit a *2nd completed* application form to the Education Coordinator by the application deadline, he/she will be immediately discharged.

c). If the employee timely submits a *2nd completed* application form to the Education Coordinator by the application deadline, but ultimately fails in this *2nd* attempt to pass the CDA certification test, he/she will be immediately discharged.

d). The Employer will pay the full cost of the application/test fee.

2. Aides and Drivers hired on or after 12/15/99:

a). The County has in the past, and may in the future continue to hire individuals who do not possess a CDA certification or Associate's degree in Child Development at the time of hire. Such hires will, however, be conditioned on the employee obtaining the necessary CDA certification or Associate's degree in Child Development.

b). Aides and Drivers hired on or after 12/15/99 may submit a *completed* (as described above in 1.a.) application to the Education Coordinator at *any* time on or before 2½ calendar years (30 calendar months) from the employee's date of hire.

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<sup>1</sup> Test results associated with the application submitted on or before 10/25/02.

- Within that 30 calendar month time period from date of hire the employee may take the CDA certification test as frequently as scheduling permits. But, *no* employee will be permitted to submit an application after his/her 30 calendar month anniversary date. An employee who does not possess his/her CDA or Associate's degree in Child Development by his/her 30 calendar month anniversary date, or who has not submitted a *completed* application to the Education Coordinator by his/her 30 calendar month anniversary date, will be discharged.
  - An employee who timely submits a *completed* application to the Education Coordinator by his/her 30 calendar month anniversary date must immediately notify the Education Coordinator upon receiving his/her test results (by the end of the following business day). An employee who fails the test and, as a consequence, fails to obtain his/her CDA certification will be discharged.
- c). Although Aides and Drivers may within 30 calendar months from their date of hire apply for CDA certification testing as many times as scheduling permits, the Employer will pay the full cost of the application/test fee for only the employee's 1<sup>st</sup> application/testing attempt (provided the employee timely applies to TEACH for partial payment). The Employer and employee will split (50% - 50%) the cost of the employee's 2<sup>nd</sup> application/testing attempt. The employee will bear the full cost of any subsequent application/testing attempts.
- Though the employee will be responsible for some or all of the cost of the 2<sup>nd</sup> and subsequent application/testing fees, the Employer will advance to the employee the entire amount necessary to cover the employee's share. The employee will be required to repay the Employer the entire amount advanced through payroll deduction.
  - At the time the employee submits a 2<sup>nd</sup> *completed* application he/she will be required to sign a payroll deduction authorization form authorizing the Employer to withhold \$20.00 from each of the employee's bi-weekly paychecks to cover the employee's 50% portion of the application/test fee. Such withholdings will continue until the entire amount advanced (i.e. the employee's 50% share) has been paid to the Employer in full.
  - At the time the employee submits a 3<sup>rd</sup> or subsequent *completed* application he/she will be required to sign a payroll deduction authorization form authorizing the Employer to withhold \$30.00 from each of the employee's

bi-weekly paychecks to cover the employee's 100% portion of the application/test fee. Such withholdings will continue until the entire amount advanced (i.e. the employee's 100% share) has been paid to the Employer in full.

- If the employee resigns or is discharged before repaying the Employer the entire amount advanced (i.e. the employee's share of any application/testing fee), the Employer is authorized to withhold from the employee's final paycheck any amounts necessary to repay the remaining balance on the amount advanced (i.e. to repay the Employer in full). This final withholding will never exceed an amount necessary to leave the employee with at least a minimum wage for all hours the employee worked during the relevant pay period.

**Section N:** "Working days" will be Monday through Friday. Unless the Agreement specifically refers to "working days," all references to "days" will be considered "calendar days."

#### **ARTICLE XXIV - TERMINATION**

This Agreement shall become effective as of the 22 day of November, 2002, and shall remain in full force and effect until the 30th day of June, 2005, 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 of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 4<sup>th</sup> day February of 2003

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA, and its Technical,  
Office and Professional Head Start  
Unit II of the UAW

KALAMAZOO COUNTY

Julia Hilland  
Bargaining Unit Chair

D.J. Buchholtz-Hienstra  
D.J. Buchholtz-Hienstra, Chairperson  
Board of Commissioners 2/4/03

[Signature]  
Bargaining Committee

Timothy A. Snow  
Timothy A. Snow  
Clerk/Register

Caroleen Fortee  
Bargaining Committee

Merry Smith  
Merry Smith  
International Representative

Don Oetman  
Don Oetman  
Regional Director

DATED: 2/4/03



# KALAMAZOO COUNTY GOVERNMENT Salary Schedules

**UAW - HEAD START, AIDES&DRIVERS - UNIT 2**

Effective 01/01/2003

Increase %  
1.0

**Child Development Aide/Driver**

H	05	N	Entry	82.50%	Annual	19,136.00	Bi-Weekly	736.00	Hourly	9.20	1 1/2	13.80
		A	06 Mos	85.00%		19,718.40		758.40		9.48		14.22
		B	12 Mos	87.50%		20,300.80		780.80		9.76		14.64
		C	24 Mos	90.00%		20,883.20		803.20		10.04		15.06
		D	36 Mos	92.50%		21,465.60		825.60		10.32		15.48
		E	48 Mos	95.00%		22,048.00		848.00		10.60		15.90
		F	60 Mos	97.50%		22,630.40		870.40		10.88		16.32
		G	72 Mos	100.00%		23,192.00		892.00		11.15		16.73

**Child Development Aide/Driver with CDA**

H	05a	N	Entry	82.50%	Annual	20,092.80	Bi-Weekly	772.80	Hourly	9.66	1 1/2	14.49
		A	06 Mos	85.00%		20,716.80		796.80		9.96		14.94
		B	12 Mos	87.50%		21,320.00		820.00		10.25		15.38
		C	24 Mos	90.00%		21,923.20		843.20		10.54		15.81
		D	36 Mos	92.50%		22,547.20		867.20		10.84		16.26
		E	48 Mos	95.00%		23,150.40		890.40		11.13		16.70
		F	60 Mos	97.50%		23,753.60		913.60		11.42		17.13
		G	72 Mos	100.00%		24,356.80		936.80		11.71		17.57

## APPENDIX A

**Section A:** During the term of this Contract, every employee who is eligible for a step increase as a result of length of service and positive evaluation shall be moved on the salary schedule.

**Section B:** Employees' performances will be evaluated on a regular basis by their immediate supervisor and/or department head. The regular times for review are: two and four months after date of employment, just prior to six months after date of employment and on each anniversary date thereafter.

Supervisors will discuss the evaluation with the employee and the employee will sign the evaluation form. The evaluation form will be maintained in the employee's personnel file. Should an employee not concur with the evaluation, he/she may submit a written disagreement, also to be included in the personnel file.

**Section C:** Step increases within a salary grade are based upon merit and length of service and are not automatic. Department heads should review the performance of an employee prior to granting the step increase. All step increases will be granted at the time increments indicated by the appropriate salary schedule.

A department head may withhold a recommendation for a salary increase for an employee only on the basis of an unsatisfactory rating of the employee's performance, work habits or unwillingness to perform his/her duties. The department head shall advise the employee in writing that the recommendation is being withheld and the reason thereof. A copy of the communication to the employee shall be forwarded to the Human Resources Manager. The employee shall be entitled to a review of his/her salary status upon the expiration of no longer than six (6) months from the date of final determination in any proceedings resulting from the action of the department head.

Employees who reach the top step of their salary grade are no longer eligible for step increases.



## APPENDIX B

**Section A:** Pursuant to the Agreement between the parties as enumerated in Article II, Section A(2), the parties have agreed to designate the following charitable funds which may be utilized by an individual if he or she qualifies pursuant to the aforementioned provision:

1. American Cancer Society
2. Michigan Heart Association
3. Muscular Dystrophy Association
4. Greater Kalamazoo United Way





