

AGREEMENT

COUNTY OF KALAMAZOO

- and -

CIRCUIT COURT

- and -

KALAMAZOO COUNTY JUVENILE HOME
EMPLOYEES CHAPTER OF LOCAL #1677 affiliated with
Council #25, American Federation of State, County, and
Municipal Employees AFL-CIO

November 20, 2006 - February 2, 2009



Agreement - Kalamazoo County Family Court and County of Kalamazoo and Kalamazoo
County Juvenile Home Employees, Local #1677, Council #25, AFSCME - AFL-CIO

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - NON-DISCRIMINATION	1
ARTICLE 3 - RECOGNITION	2
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - AID TO OTHER UNIONS.....	2
ARTICLE 6 - UNION SECURITY	2
ARTICLE 7 - UNION DUES - CHECK OFF	3
ARTICLE 8 - STEWARDS AND ALTERNATE STEWARDS	4
ARTICLE 9 - SPECIAL CONFERENCE	5
ARTICLE 10 - GRIEVANCE PROCEDURE.....	6
ARTICLE-11 - DISCHARGE CASES.....	9
ARTICLE 12 - SENIORITY	10
ARTICLE 13 - SUPPLEMENTAL AGREEMENTS	13
ARTICLE 14 - LEAVES OF ABSENCE.....	13
ARTICLE 15 - SICK LEAVE	17
ARTICLE 16 - WORKING HOURS AND SHIFTS	18
ARTICLE 17 - TIME AND ONE-HALF	20
ARTICLE 18 - HOLIDAY PROVISIONS.....	20
ARTICLE 19 - VACATION.....	21
ARTICLE 20 -VACATION PERIOD	22
ARTICLE 21 - VACATION PAY.....	22
ARTICLE 22 - UNION BULLETIN BOARDS.....	23
ARTICLE 23 - COMPUTATION OF BENEFITS	23
ARTICLE 24 - INSURANCE.....	23
ARTICLE 25 - WORKERS' COMPENSATION	24
ARTICLE 26 - EQUALIZATION OF OVERTIME HOURS	24
ARTICLE 27 - PENSIONS	25

ARTICLE 28 - SHORT-TERM AND LONG-TERM DISABILITY INSURANCE	26
ARTICLE 29 - GENERAL PROVISIONS	27
ARTICLE 30 - RIGHTS OF REGULAR PART-TIME WORKERS	30
ARTICLE 31 - DURATION OF AGREEMENT.....	30
APPENDIX A	A
LETTER OF AGREEMENT - SHIFT.....	A

AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2006, at Kalamazoo County, Michigan, by and between the KALAMAZOO COUNTY FAMILY COURT, and the COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer(s), 11 and the KALAMAZOO COUNTY JUVENILE HOME EMPLOYEES CHAPTER OF LOCAL #1677, affiliated with Council #25, American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to set forth the terms and 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 Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

The parties recognize that the success of the Juvenile Home operation depends upon the Judges' ability to establish a proper service to the community, and for its citizens, with due regard to the interests of the citizens of the community, the Family Court and the Juvenile Home personnel.

To these ends, the Judges, employees and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, disability, political belief, or membership in a Union, nor shall the Employer or the Union, or its agents, or its members discriminate against any employee because of the exercising of his/her rights, under the Act. This provision recognizes both the Employer's and Union's responsibilities under all applicable state and federal civil rights legislation.

ARTICLE 3 - RECOGNITION

The Family Court and the County of Kalamazoo, the public employers under the Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, and sometimes herein referred to as The Act, hereby recognize the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement, as certified below:

All regular and regular part-time employees of the Kalamazoo County Juvenile Home, in the positions of Youth Specialist, who are regularly scheduled on Monday through Sunday, Head Cook, Cook, Part-Time Cook and Detention Secretary, but excluding all other employees.

ARTICLE 4 - MANAGEMENT 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 Employers and the employees are vested solely and exclusively in the Employers.

Section 2: It is understood that the Employers have the right and responsibility to promulgate work rules and other work-related policies and procedures. Work rules shall be publicized to the employees. The Union has the right to file a grievance if it believes that the work rule is unreasonable.

ARTICLE 5 - AID TO OTHER UNIONS

The Employer will not aid, promote, nor 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.

ARTICLE 6 - UNION SECURITY

Requirement of Union Membership.

(a) 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 equal to dues and initiation fees required for membership commencing six (6) months after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement.

(b) Non-probationary 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 for the duration of this Agreement or pay a service fee equal to dues and initiation fees required for membership and such conditions shall be required on or before the thirtieth (30th) day following such effective date.

(c) 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 for the duration of this Agreement or pay a service fee equal to dues and initiation fees required for membership commencing six (6) months after the effective date of this Agreement, and such conditions shall be required upon the completion of their probationary period.

(d) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 7 - UNION DUES - CHECK OFF

(a) Effective the first pay period occurring after the execution of this Agreement, and monthly thereafter, on the first pay period, the 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 Employer and shall transmit such form to the Finance Director's Office of the County. Deductions for any calendar month shall be remitted to the designated financial officer of the Union, 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 and Employer harmless for all claims against the County and Employer in connection with the check off of dues.

(b) 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. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(c) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

(d) Effective 1/1/01, the Employer agrees to a monthly deduction from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization (minimum deduction of \$1.00). Such authorization must be executed by the employee (no more than once per year) and may be revoked by the employee at any time by giving written notice to both the Employer and Union (if revoked, any subsequently submitted authorization will not take effect until 1/1 of the following year). 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.

ARTICLE 8 - STEWARDS AND ALTERNATE STEWARDS

(a) The employees covered by this Agreement shall have steward representation as follows:

1. One (1) steward and one (1) alternate steward - 6:30 a.m. - 2:30 p.m. shift;

One (1) steward and one (1) alternate steward - 1:00 p.m. - 9:00 p.m. shift;

One (1) steward and one (1) alternate steward - 9:00 p.m. - 7:00 a.m. shift;

One (1) steward for kitchen

2. The stewards shall be regular employees working on the designated shift and shall be elected by those people they represent. However, in the absence of the duly elected steward, alternate stewards may be appointed by the Chapter Chairperson.

3. Part-time employees shall have one (1) steward and one (1) alternate for each shift.

(b) The steward, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

1. However, the steward shall not leave his/her assigned task until a substitute has been obtained, if needed. The Employer shall provide such a substitute promptly on request.

2. The Union shall furnish the Employer, in writing, a list of its designated officers and stewards.

(c) The Employer shall make every reasonable effort to allow employees in the Chapter time off without loss of pay during scheduled working hours to attend Union conventions, Union educational functions, Union schools and/or conferences or other authorized Union functions, subject to the following conditions:

The Chapter will be allowed up to five (5) days per calendar year for the attendance at Union functions as outlined above. Only one (1) Union representative may be absent for such Union business at any one time. In addition, the Chapter Chairperson will be allowed time off without reduction in pay for attendance at quarterly AFSCME local meetings

ARTICLE 9 - SPECIAL CONFERENCE

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer's designated representative upon the request of either party. Meetings shall be held at mutually agreed upon times, but not more frequently than once each calendar month. Special meetings of urgent or compelling nature concerning health and safety or other items in which time is important to both parties may be called by either party in which event the parties shall endeavor to meet within seven (7) days' time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the Employer does not submit an agenda, no such meeting shall be held. Employees will be paid for the time lost from regular working hours at such meeting. The two (2) Union representatives at such meetings will normally consist of the steward in the area affected and the Chapter Chairperson. The two (2) Employer representatives at such meetings will normally consist of persons designated by a Family Court Judge.

(b) Conferences may be attended by a representative of the Council and/or a representative of the International Union, in which event the Employer may include in the conference designated representatives of its choice.

(c) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

(d) The Employer agrees that any consolidation or elimination of jobs represented by the bargaining unit shall not be affected without a special conference.

(e) Notwithstanding the above sections regarding special conferences, the parties to this Agreement have also instituted a means of communication known as the Action Review Committee. The Action Review Committee has been established

independently from this Agreement, but the parties have now agreed that such Committee will continue to function during the term of this contract.

ARTICLE 10 - GRIEVANCE PROCEDURE

(a) It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences.

(b) For the purpose of the grievance procedure only: Whenever the words "working days" are used in this Article, they shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement. The steps of the grievance procedure are as follows:

Step 1. An employee having a grievance shall present it orally to his/her immediate supervisor. If it is not settled orally, the steward and the employee shall jointly reduce it to writing, stating the grievance, the contract provisions alleged to be violated, and the remedy desired, and they shall sign the grievance and submit it to the employee's immediate supervisor within fifteen (15) working days from the date of the occurrence of the event which gave rise to the grievance. The supervisor shall answer the grievance in writing within five (5) working days following the presentation of the written grievance.

Step 2. In the event the steward and the employee desire to proceed further with the grievance, they shall appeal the same in writing to the Superintendent of the Juvenile Home, or, in his/her absence, to the Assistant Superintendent of the Juvenile Home within five (5) working days from the receipt of the answer from the immediate supervisor, and in such event the Superintendent or the Assistant Superintendent shall answer the grievance in writing within five (5) days following its receipt. If the grievance is a question related to an economic consideration, the Human Resources Director or his/her designee shall be present at the Step 2 grievance meeting.

Step 3. If the Superintendent's answer is not satisfactory, the Chapter Chairperson of the local Union may, within five (5) working days, submit the appeal to the Grievance Committee. The Grievance Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. A meeting will be arranged to discuss the grievance appearing on the agenda no later than ten (10) working days from the date the agenda is received by the Grievance Committee. A mutual decision in writing shall be given within ten (10) working days by both the parties or, in the event they cannot agree, the Employer representatives to the Grievance Committee shall give their own written decision within such period.

Step 4. (a) If the representative of the Employer and the Union representatives do not dispose of the matter, and the Union believes that the matter should be carried further, the Union 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 Counsel 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 four (4) 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 four (4) month target.

(3) AFSCME Council 25 Arbitrator 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 Counsel 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) The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator shall not have authority to decide grievances dealing with a suspension or discharge. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

(c) 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 frame 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 frame 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 except arbitration. It is understood and agreed that by mutual agreement between the County and the Union, the time limits herein specified may be extended.

(d) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

(e) If the representatives of the Employer and the Union do not dispose of or resolve a grievance involving either a suspension or a discharge, the Union shall have the right to refer such grievance for a decision by a Family Court Judge pursuant to the following procedure:

Step 1. If the Union desires to refer the matter for a decision by a Family Court Judge it must, within thirty (30) days of the decision of the Grievance Committee, submit a record to the Chief Family Court Judge which shall consist of the written grievance, the written answers to the grievance, and such other written records as there may be in connection with the matter.

Step 2. If an employee has been discharged or suspended by a Family Court Judge, that Family Court Judge is disqualified from being the Judge hearing the formal grievance of the discharged or suspended employee. If all Family Court Judges have been involved in such discharge or suspension, then a visiting Family Court Judge shall hear the formal grievance.

Step 3. Pursuant to the limitations contained in Step 2, the Family Court Judge shall convene a formal hearing within two (2) weeks of the submission of the grievance. The grievant may be represented at such formal hearing by any party the grievant selects. The Family Court Judge shall consider any evidence offered by or on behalf of the employee and shall take other such testimony or proofs as he/she deems appropriate. If either party requests that a ward of the Court appear and testify in the matter, such request may be granted within the discretion of the Family Court Judge. At the

conclusion of the hearing by the Family Court Judge, the Family Court Judge shall render a written opinion within thirty (30) days of such hearing. The decision of the Family Court Judge shall be binding on all parties.

ARTICLE-11 - DISCHARGE CASES

(a) In the event an employee under the jurisdiction of the bargaining unit shall be suspended or discharged for disciplinary reasons or is discharged from employment after the date hereof and believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented at the second step of the grievance procedure to the Juvenile Home Superintendent or his/her designated representative within three (3) regularly scheduled working days after such discharge or suspension.

(b) 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 the disciplinary action will be provided to the employee and Union representative before the disciplinary meeting ends.

(c) In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and grant full, 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 at the time of such discharge or the start of suspensions.

(d) Use of past records. In imposing any discipline, the Employer may use only official reprimands/warnings within the past eighteen (18) months.

(e) An employee shall receive a copy, with a copy to the proper steward, of any written reprimand placed in his/her personnel file which could be construed as detrimental to his/her future promotion, transfer, present or future employment; and in the event the employee believes said written reprimand is unjust or without cause, a grievance may be filed at Step 1 of the procedure provided.

(f) In imposing any discipline, the employer shall utilize the concept of progressive discipline.

(g) 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.

(h) 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 12 - SENIORITY

Section 1: (a) Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspensions, or for any other type of leave of absence which the Employer has granted.

(b) When regular part-time employees have the same date of hire. They shall accrue seniority on a pro rata basis as determined by their regularly scheduled hours of work.

(c) Regular part-time workers shall have the right to utilize said seniority to bid for posted bargaining unit positions and Youth Specialists shall have the right to bid for posted regular part-time positions.

(d) The parties recognize that regular part time workers were added to the bargaining unit effective February 19, 1989. Therefore, all such regular part-time workers employed as of June 19, 1989 have the same seniority date. The parties have agreed that the Court has placed such regular part-time workers on the seniority list in a prioritized order based upon past continuous service to the Court as a Youth Specialist.

Section 2: (a) All new employees shall be probationary employees until they have completed six (6) months of employment. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. After each three (3) months of probation the Employer shall make a written evaluation concerning the employee's work performance, ability and other attributes. Such employees shall receive a copy of all evaluations and must sign for receipt of such evaluations.

(b) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his/her relative length of service. At the conclusion of his/her six (6) month probationary

period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each three (3) months. The names of all employees who have completed their Probationary period shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list.

Section 4: Job Vacancies.

Employees in Youth Specialist positions and other full-time Youth Specialists within the bargaining unit shall be given the opportunity to bid on the shifts as outlined in the then-applicable work schedule. Openings on said shifts will be posted for a period of five (5) calendar days. Employees interested shall apply by written application to the Juvenile Home Superintendent within the five (5) calendar day posting period. The senior employee applying for the vacancy in the schedule who meets the requirements shall be transferred to the shift opening on the schedule. Article 28, Section 14, will be utilized by management in making determinations relative to vacancies on shifts.

In the event the senior applicant is denied the vacancy, reasons for denial shall be given in writing to such employee, with a copy to the employee's steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the second step of the grievance procedure.

Open positions that the Court decides in its discretion to fill shall be posted in a timely manner.

The individual in question and the Union shall be notified within two (2) weeks when the Court decides to promote internally.

Section 5: Transfers.

(a) Transfer of employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(b) The Employer agrees that in any movement of work not covered above in (a), he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 6: (a) When it becomes necessary to reduce the size of the work force due to a decrease of work, or lack of funds, probationary bargaining unit employees shall be

laid off first, providing there are employees with seniority who are available, and can satisfactorily perform the work of the probationary bargaining unit employees with reasonable break-in or training period. Such period shall be for a four (4) week duration. Thereafter, the bargaining unit employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid-off employee with a reasonable break-in or training period. In the event there are no senior bargaining unit employees who are then available and who can satisfactorily perform the work of those scheduled for layoff with reasonable break-in or training, then the junior bargaining unit employee shall be retained and the next least junior bargaining unit employee shall be laid off.

(b) Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Unit Chairman and Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 7: (a) When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work with reasonable break-in or training period will be the first recalled to work. Such period shall be of a four (4) week duration. If there are no employees on layoff status who can satisfactorily perform the available work with reasonable break-in or training, and the available work is of such a nature that a normal employee shall be able to learn to perform such work with minimum break-in or training, the senior laid-off employee in the bargaining unit who has the capability and the special qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given a minimal amount of break-in or training period. If under this Section there are no laid-off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

(b) Seniority of Stewards: Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the classification in which they are employed and shall be recalled to work in the event of a layoff on the first open job in the classification in which they were employed prior to layoff.

(c) Seniority of Officers: Notwithstanding their position on the seniority list, the Chapter Chairperson and the Chapter Chief Steward of the local unit shall, in the event of a layoff only, be continued at work at all times as long as there is a job in the classification in which they are employed.

Section 8: An employee shall lose his/her seniority rights for the following reasons:

(a) The employee resigns or is discharged, and the discharge is not reversed through the grievance procedure.

(b) The employee is laid off for more than twelve (12) consecutive months.

(c) The employee fails to return to his/her duties at the expiration of an approved leave of absence.

Section 9: Any employee actively serving in the armed forces of the United States shall not lose his/her seniority status but upon release from service under honorable conditions, he/she shall be re-employed by the Employer under the provisions of the Universal Military Training and Service Act provided he/she reports for work within ninety (90) days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the Employer will review his/her case with the Union as to whether or not he/she should be re-employed but generally such person shall not be entitled to re-employment. The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

ARTICLE 13 - SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1: A full-time employee who is summoned for jury or witness duty 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. Such leaves of absence for witness or jury duty shall be with full pay, less the amount received by the employee for such jury or witness duty. A full-time employee who, in fact, is serving as a juror, shall not be expected to perform any scheduled duties that day. The employee must notify the Employer of such juror status at the earliest possible moment.

Section 2: 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 comparable ones provided they make formal application for reinstatement within ninety (90) days after military discharge.

Section 3: A full-time 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. He/she shall be paid by the County the difference between the amount received for the training and his/her full salary.

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 each instance of such emergency duty.

Section 4: (a) Leaves of absence without pay will be granted equal to an employee's accumulated seniority, but not to exceed one (1) full year, for the following purposes:

1. Illness leave (physical or mental).

In the event a leave of absence is granted for illness, either physical or mental, the employee, upon the request of the Employer, will furnish a physician's statement regarding the employee's ability to perform essential functions. The expense of the examination will be assumed by the Employer.

2. Prolonged illnesses in the immediate family.

(b) Leaves of absence without pay may be granted equal to an employee's accumulated seniority, but not to exceed one (1) year, for the following purposes:

1. Service in any elected or appointed position public or union.
2. Educational leave.
3. Personal business or for such other reasons which may be beneficial to the employee and the Employer.

(c) Employees shall not lose seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to a position within the classification they held at the time the leave of absence was granted. If no vacancy exists within the classification, the employee with the lowest seniority in the returning employee's classification shall be reclassified or laid off.

(d) Leaves of absence shall be requested in writing by the employee. A request for leave shall be answered by the Employer in writing within seven (7) working days from the date of receipt of the request.

(e) A verbal request will be considered in case of an emergency, but must be reduced to writing at a later date arranged between the parties.

(f) Leaves may be extended for not to exceed one (1) year by the Employer for good cause.

(g) Members of the Union elected to attend a function of the International Union, or Council #25, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, not to exceed three (3) employees at any one time.

(h) A "short-term leave of absence" is defined as any leave ninety (90) days or less; however, it may be extended to a longer period of time by mutual agreement in individual cases. Employees returning from a leave of absence that has exceeded ninety (90) days in duration shall not be guaranteed a return to their previous shift and schedule.

Section 5: Medical Leave.

For purposes of Sections 5 and 6 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) 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 6: Family Leave:

For definitions of eligible employee, family member, and serious health condition, see Section 5.

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 a 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 consecutively.

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.

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 to care for a family member, the health care provider must provide written verification that the employee's assistance is needed.

Leave may be intermittent or reduced hours when such can be arranged between the employee and the Department Head with the approval of the Human Resources Director.

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

(a) All members covered by this Agreement shall accumulate three (3) hours with pay as sick leave for each completed biweekly pay period, with unlimited accumulation. A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty percent (50%) 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 percent (25%) 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 percent (25%) payoff only applies to those current employees as of the date of this Agreement 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.

(b) Sick leave shall be available for use by employees for the following purposes:

1. Personal illness, injury or quarantine.

2. Illness or injury in the immediate family. Immediate family is interpreted to mean spouse, or children living in the same household.

3. Exposure to a contagious disease which might make the employee's presence dangerous to other employees.

4. When unusual situations or emergencies exist in the employee's immediate family and any absence for which the employee qualifies for FMLA leave. Failure to make diligent effort to notify the employee's department head may result in loss of pay.

(c) Funeral leave. 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, and any person for whom financial or physical care is the employee's principal responsibility), the employee is allowed three (3) days leave, the first 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.

(d) The Employer reserves the right to have any sick leave substantiated when such sick leave appears to be a pattern or concern to the Employer. If the employee has not been treating with a physician, the Employer may require the employee to be examined by a physician of the Employer's choosing, provided that the Employer makes the arrangements for the appointment and pays for the expense of such appointment.

e) An employee covered by this Agreement shall have forty-two (42) hours annually for personal business. This time may be taken any time within the year with the prior approval of the Superintendent or Assistant Superintendent. Personal business leave shall be granted to attend to personal business which cannot be attended to outside of the normal working day. Personal business leave shall not be accumulative from one year to another.

(f) New Bargaining Unit employees who are hired mid-year, shall have their personal business leave pro-rated for the remainder of the calendar year.

ARTICLE 16 - WORKING HOURS AND SHIFTS

Section 1: Youth Specialists shall be scheduled pursuant to the schedule attached to this Agreement as Appendix B.

Section 2: The schedule for Cooks in the Bargaining Unit is as follows:

Head Cook	6:00 a.m. - 2:00 p.m.
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Cook	6:00 a.m. - 2:00 p.m.
Cook	10:00 a.m. - 6:00 p.m.
Cook Part-Time	2:00 p.m. - 6:00 p.m.

The Head Cook and three (3) Cooks agree to the following change in the coverage of shifts:

(a) When school is not in session; when one of the two morning shifts is absent due to the use of sick, vacation, or personal business time, the other cook will cover without assistance. When school is in session, assistance will be provided.

(b) When one of the two (2) afternoon shifts is absent due to the use of sick, vacation, or personal business leave and the projected meal count for the evening meal is seventy (70) or more, additional help will be provided.

Section 3: The secretary's shift is from 7:30 a.m. to 4:30 p.m. Monday through Friday.

Section 4: If the present schedule in effect is to be changed, the Employer shall first have a special conference with the Union relative to such change. If the Union does not agree with the schedule change established by the Employer, such schedule change may be aggrieved pursuant to the grievance procedure. However, such grievance may not be taken to binding arbitration.

Section 5: The Employer agrees to provide free meals to employees when employees are required to supervise children during regular meal times. The employees shall have a thirty (30) minute period during their scheduled shift for a lunch period in the building at their duty station.

Section 6: Employees may take a rest period in the a.m. and also a rest period in the p.m., or the first half and second half of their regular shift, whichever may apply. Rest periods shall be of fifteen (15) minutes duration and shall be taken at times when relief is available. However, it is understood that rest periods shall not interfere with the operation of the Juvenile Home or emergency situations. The supervisors of Bargaining Unit personnel shall establish "time-frames" in which such breaks can be taken. If it is impossible to take a break during such "time-frames" as a result of the operation of the Juvenile Home, such break period shall be immediately rescheduled.

Section 7: An employee reporting for overtime shift duty shall be guaranteed at least two (2) hours pay at the overtime rate.

ARTICLE 17 - TIME AND ONE-HALF

Time and one-half will be paid as follows:

- (a) For all hours over eight (8) in one work day for cooks, the Bargaining Unit secretary, and those Youth Specialists scheduled for eight (8) hour shifts.
- (b) For all hours worked over ten (10) in any one work day for all Youth Specialists scheduled for ten (10) hour shifts.
- (c) For all hours in excess of forty (40) hours in any one week.

ARTICLE 18 - HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:

New Year's Day	January 1
Martin Luther King Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Washington's Birthday	Third Monday in February
Veteran's Day	November 11
Easter	

Employees shall be entitled to an additional holiday between the day before Christmas Day and the day after New Year's Day. Employees will be paid their current rates based on an eight (8) hour day or a ten (10) hour day for said holidays.

- (b) If a holiday, as defined in this Agreement, occurs during an employee's scheduled day off, the employee shall receive one (1) additional day off. Employees who are scheduled to work on holidays as defined in this Agreement shall receive time and one-half for all hours worked on the holiday in addition to their base pay.

It has been agreed by the parties that management has the right to schedule and staff the facility with temporary employees for all holiday periods. If management requires a Bargaining Unit employee to work on a holiday, that employee will receive the additional compensation as outlined in this Article. In lieu of the time and one-half paid for working a scheduled holiday, the employee may request the time at the rate of 1 1/2

times for all hours worked. However, such time may not be utilized by the employee in such a manner which would require the Employer to pay another individual at an overtime rate.

(c) When part of an employee's shift falls on a holiday and part falls on a non-holiday, the employee is deemed to work all of his/her hours on the day on which the majority of hours worked in one continuous shift fall.

The parties have agreed that even though management will try to honor requests for time off on a scheduled holiday, those employees scheduled to work on a holiday must work if management is unable to secure an adequate replacement.

(d) To be eligible for holiday pay, an employee must work his/her scheduled day prior to the holiday and his/her scheduled day following the holiday. If an employee submits a doctor's certification substantiating the need to be off on the employee's scheduled qualifying day, the employee will be deemed eligible for holiday pay.

ARTICLE 19 - VACATION

Eligibility.

(a) An employee will earn credits toward vacation with pay in accordance with the following schedule:

Every continuing full-time employee shall be entitled to vacation leave with pay of four (4) hours for each completed bi-weekly work period of service, except that no employee shall be entitled to such vacation leave until he/she has completed thirteen (13) biweekly work periods.

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:

For five or more, but less than ten years, sixteen hours annually;

For ten or more, but less than fifteen years, thirty-two hours annually;

For fifteen or more, but less than twenty years, forty-eight hours annually;

For twenty or more years, sixty-four hours annually.

ARTICLE 20 - VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Juvenile Home.

(b) Employees requesting times for vacation by May 15 shall be granted their choice of time based on seniority. Employees failing to request vacation by May 15 will not be allowed to exercise their seniority as to vacation dates over those employees who made their request by May 15. Employees shall be notified in writing within not more than two (2) weeks of approval or denial of their vacation requests.

(c) Vacations may be taken in a period of one or more consecutive days, provided such scheduling does not drastically interfere with the operation of the Juvenile Home.

(d) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(e) A vacation may not be waived by an employee and extra pay received for work during that period.

(f) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation, for any excess above the two hundred forty (240) hours maximum accrual allowed.

(g) No vacation leave shall be authorized, accrued or credited in excess of two hundred forty (240) hours.

ARTICLE 21 - VACATION PAY

(a) If an employee is laid off or retired, or severs his/her employment, he/she will receive an unused vacation credit including that accrued in the current calendar year, but in no case in excess of two hundred forty (240) hours. In the event of the death of an employee, any unused or accrued vacation credits shall be paid to the employee's designated beneficiary. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year. Only vacation time accumulated prior to 12-31-85 and later paid off at the time of retirement shall be included in the calculation of Final Average Compensation for retirement purposes.

(b) Rate During Vacation: Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 22 - UNION BULLETIN BOARDS

(a) The Employer will provide a bulletin board in the Juvenile Home which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

Notices other than the above shall be submitted to the Employer for approval prior to being posted.

ARTICLE 23 - COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing benefits under this Agreement such as sick leave, vacation leave, and personal business leave. However, for the purpose of eligibility for overtime payments, hours paid as a result of the utilization of sick leave shall not count towards the forty (40) hours per week for the purpose of eligibility for overtime.

The last sentence of the above Article 23 will be deleted and sick leave hours may be counted toward overtime eligibility provided, however, that at his sole discretion and at any time, this may be discontinued by the Director of the Juvenile Home and, upon written notice to Union of the termination, the language of Article 23 will be reinstated and applies as was previously written in the 2003-2006 Agreement.

ARTICLE 24 - INSURANCE

Section 1: All regular bargaining unit employees who work at least twenty (20) hours per week 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 Benefit Plan.

The parties recognize that the Plan year for KAL-FLEX starts March 1 of each year. Any contemplated changes in the KAL-FLEX 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. The KAL-FLEX Insurance Program cannot be changed by the County unilaterally during the term of this Agreement and any contemplated changes must be given to the Union either prior to or during collective bargaining. The changes to the KAL-FLEX Insurance Program that were communicated to the Union prior to the negotiations for this Agreement will be in full force effective march 1, 2003.

All unit employees who are regularly scheduled twenty (20) hours per week or more shall be eligible to participate in the County's KAL- FLEX Benefit Program. (Unit member Paul Schneeman is "grandpersoned" at the prior 17.5 hours per week eligibility requirement.) Those employees working more than twenty (20) but less than twenty two and one-half (22 1/2) hours are eligible for fifty percent (50%) participation. Those employees regularly scheduled more than twenty two and one-half (22) hours but less than thirty (30) hours, are eligible for seventy-five percent (75%) participation. Those employees regularly scheduled thirty (30) hours or more per week are eligible for full participation. The County agrees to comply with all applicable COBRA rules and regulations.

ARTICLE 25 - WORKERS' COMPENSATION

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his/her regular weekly income based on forty (40) hours to the extent of sick leave earned at the employee's option. Employees who are injured as a result of an assault by a resident shall be compensated at their regular rate of pay for time not worked because of such injury, up to one hundred twenty (120) hours per calendar year. Compensation will be in effect from the date of said injury until such time as the employee is eligible for Workers' Compensation. There shall be no deduction from an employee's accumulated sick leave for compensation paid in accordance with this Section other than the supplement as stated above.

ARTICLE 26 - EQUALIZATION OF OVERTIME HOURS

Section 1: The Juvenile Home Superintendent shall divide overtime hours as equally as possible among employees in the same classifications.

Section 2: All available overtime will be distributed starting with the first name on the overtime list and proceeding in consecutive order until available overtime is covered.

Overtime will be distributed in not more than eight (8) hour or ten (10) hour increments. Format for the distribution of overtime using the overtime list is as follows:

(a) When a Youth Specialist accepts/rejects eight (8) hours or ten (10) hours of overtime his/her name will be moved to the bottom of the overtime list.

(b) When a Youth Specialist is not reached by telephone, his/her name will not be moved to the bottom of the overtime list.

(c) The Shift Supervisor on duty when the overtime is offered will move the appropriate individual's name to the bottom of the overtime list.

(d) The Shift Supervisor is responsible for the accurate update of the overtime books.

(e) Involuntary overtime- Overtime will first be offered as outlined under Art, 26. If no one accepts voluntary overtime it will become involuntary for employees who are currently working. For overtime in excess of one hour, a separate involuntary overtime list will be created beginning with the least senior employee and shall move in a rotational order. The employee who last worked the involuntary overtime will be moved to the bottom of the involuntary overtime list. Employees may not be mandated to work beyond the end of a voluntary overtime shift or beyond two consecutive shifts.

Section 3: Notwithstanding the above, it is understood by the parties that regular part-time workers and relief workers shall be utilized first, when possible, for all overtime assignments up to forty (40) hours per week.

ARTICLE 27 - PENSIONS

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 may retire if such application is made in compliance with the conditions set forth in the Retirement System Resolution. The Employer shall pay the full cost of the pension.

The benefit formula for the Pension Plan is currently 2.2%. Changes to the multiplier may be negotiated as past of the economic re-openers in the second and third years of this Agreement. The costing for such changes will be as provided by the County's Finance Department.

The Union must exercise its option and notify the County (written notice from Council 25's Representative) by 12/1/06 if it wishes to purchase a 0.1% increase in the pension multiplier for the 2007-2008 contract year, and by 12/1/07 if it wishes to purchase a 0.1% increase in the pension multiplier for the 2008-2009 contract year. If the Union fails to timely exercise its option, it will not purchase an increase in the pension multiplier for the pertinent contract year, but may thereafter again timely exercise its option in subsequent years. If the Union timely exercises its option each year, it has the ability to increase the pension multiplier to 2.4%.

For each year that the Union timely exercises its option, the negotiated wage increase for that year of the Agreement will be reduced by the corresponding amount, as set by the County's Finance Department, needed to purchase the 0.1% annual increase in the pension multiplier.

ARTICLE 28 - LONG-TERM DISABILITY INSURANCE

Section 1: Each regular Bargaining Unit employee who works twenty (20) hours per week or more, shall be eligible for the County's Long-Term Disability Insurance Program.

Section 2: 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 three (3) months. A disabled employee is eligible for 60% of his/her salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 3: An employee on long-term disability will not be considered on active status for purposes of this contract, but the County will continue to pay the cost of the employee's health insurance and the employee may continue dental, vision, and dependent health coverage at the employee's cost.

Section 4: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in Article 24.

Section 5: 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 29 - GENERAL PROVISIONS

Section 1: The employees shall use all safety devices as may be specified by the Employer. The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the Employer in its efforts to have the employees comply with all safety, sanitary and fire regulations.

Section 2: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operations 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 of either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 3: Distribution of Agreement. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

Section 4: Physical Examinations. Before being appointed, each prospective employee, including temporary employees, shall undergo a thorough medical examination by a physician or physicians designated by the Employer, and no one shall be employed unless the examining physician certifies that he/she meets the minimum standards of fitness required for his/her position classification. A prospective employee shall be re-examined if more than 30 days have expired between his/her medical examination and the date of appointment. Former County employees returning to County service and temporary employees shall be re-examined if they have been off the County payroll for more than 30 days. Such examinations shall be provided at no cost to the employee.

In the event an employee is required as a condition of employment to secure by a physician or physicians designated by the Employer a physical examination, lab test, X-ray or immunization, such shall be paid for by the Employer. An employee who is asked to obtain a physical examination can utilize his/her personal physician, however, the cost of such examination will be the responsibility of the employee.

Section 5: Successor Clause. To the extent lawful, this Agreement shall be binding upon the Employer's successor, whether such succession be effected voluntarily or by the operation of the law, and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

Section 6: Attendance - Staff Meetings. Off-duty scheduled employees who are required to attend staff meetings and/or training sessions outside of their scheduled work hours shall be compensated at the appropriate overtime rate for all such hours attended. Employees on vacation leave of absence pursuant to this Agreement shall not be required to attend such meetings.

Section 7: Pay Period. Each employee covered by this Agreement shall be paid every other Friday. Checks shall cover the two (2) week period ending on the Saturday before payday. The Employer agrees to provide the employee, along with his/her check, an accounting showing for the payroll period his/her overtime hours and rate, and hours compensated for attendance at staff meetings and training sessions.

Section 8: Tuition Refund Policy. The County shall pay seventy-five percent (75%) of the cost of tuition to County employees, up to a maximum of \$500 per year, 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 shall 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 twelve (12) calendar months following completion of the course or forfeit the tuition payment.

Section 9: Longevity Compensation Plan. For Employees Hired Prior to January 1, 2007, following the completion of six (6) years of continuous regular service, by October 1st of that year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as follows:

Employees who, by October 1st of any year, complete 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 Dollars (\$20.00) for each full year of continuous service from 6-10 years, Twenty-Five dollars (\$25.00) for each full year from 11-15, Thirty Dollars (\$30.00) for each full year from 16-20, Thirty-Five Dollars (\$35.00) for each full year from 21-25, Forty Dollars (\$40.00) for each full year from 26+.

Any eligible employee who retires under the provisions of the Kalamazoo County Retirement System prior to October 1st of any year shall receive longevity payment in a pro rata amount for the time worked during that period.

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

Section 10: Emergency Situations. When it is deemed to be in the best interest of the employees in the County service to close the buildings or curtail certain services as a result of emergency situations, snowstorms, tornadoes, etc., such determination shall be made by the Family Court Judges. If the Department is closed without this authorization, employees who have lost time shall not be paid for such lost time except:

- (a) Earned vacation time can be utilized for such lost time.

Section 11: Personal Property Damage. (During working hours). It is hereby agreed that in the event an employee, during working hours, suffers a loss or damage to his/her personal property, other than a motor (driven) vehicle, due to acts of children in the Juvenile Home, and the same is as the result of fulfilling his/her job responsibility and directly attributable to same, the Employer agrees to compensate the employee for such loss.

Section 12: The Employer shall have the right to secure the services of temporary employees and relief workers, as needed, to replace regular employees who are absent as a result of vacations, short-duration leaves of absence, or sickness. It is understood that the provisions of this Agreement do not apply to these temporary employees. The Employer reserves the right to hire part-time and occasional employees during special or emergency situations. In addition, the parties have agreed that relief Youth Specialists shall be utilized by the court to cover the Juvenile Home on Saturday and Sunday.

Section 13.: If an employee transfers into the bargaining unit from a non-bargaining unit position, the employee's seniority date will be the date on which they were hired into the bargaining unit as a regular employee. For the purpose of determining such an employee's eligibility for benefits, such as longevity pay, sick leave and vacation, the date the employee commenced work for the Employer shall apply.

Section 14: Due to certain duties and responsibilities of all Youth Specialists, the parties have agreed that all scheduling and placement of employees on the schedule as outlined in Appendix B shall ensure that at least five (5) Youth Specialists (one of which must be a female) shall be scheduled in the facility at all times. This Section will only be effective provided the Juvenile Home continues the current program, current schedule, current operations and that there are no changes in administrative rules and statutes. If any of the above-mentioned changes occur, this Section shall be null and void, and the parties shall bargain relative to this issue. This Section does not apply to the night shift.

Section 15: When a new bargaining unit job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Section 16: Uniform. The Employer shall provide and maintain each cook uniforms . There shall be a yearly grant of Sixty-Five Dollars (\$65.00) for protective shoes after the proof of purchase is provided to the Human Resources Office.

Uniforms damaged or destroyed in the line of duty shall be replaced without charge to the employee.

Section 17: Continuity of service can be restored upon completing his/her probationary period when an employee leaves the employ of the 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 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 Manager shall rule on all cases of continuity of service, subject to the grievance procedure.

Section 18: Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program. Participation by individual unit members is completely voluntary. Individual participate results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.

The Parties recognize that this plan is a County wide program. Neither the continuation of this plan in the future or the content of the plan or related incentives are subject to negotiation with this Union. Changes or amendments in the plan or its incentives will be made unilaterally by the County in its sole discretion and will be immediately applicable to the members of this unit upon notice.

ARTICLE 30 - RIGHTS OF REGULAR PART-TIME WORKERS

Regular part-time workers are eligible to participate in the County's KAL-FLEX Benefit Program as indicated in Article 24 of this Agreement. Those individuals must select a minimum life insurance benefit under the KAL-FLEX system.

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

Regular part-time workers are eligible for full participation in the County's tuition reimbursement and longevity pay program.

Regular part-time workers who are regular, 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 schedule hours.

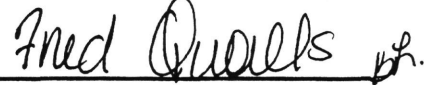
ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall become effective as of the 5th day of Dec, 2006, and shall remain in full force and effect through February 2, 2009, and from year to year thereafter unless either Party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement. The Agreement will re-open for wage and benefit issues only on February 3, 2008.

KALAMAZOO
COUNTY JUVENILE
HOME EMPLOYEES'
CHAPTER OF LOCAL
#1677


Clifford Julian



Bonnie Love


Fred Qualls

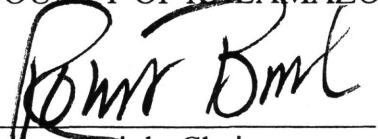

William Russell

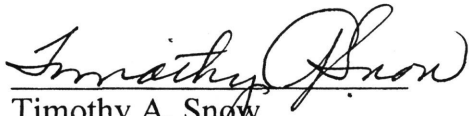

Stacie Dineen
AFSCME Council 25

COUNTY OF KALAMAZOO
CIRCUIT COURT


Hon. J. Richardson Johnson
Chief Judge

COUNTY OF KALAMAZOO


Robert Brink, Chairman
Board of Commissioners


Timothy A. Snow
County Clerk/Register

APPENDIX A

Section 1: All newly hired full-time employees will receive orientation/training before being assigned to a particular job. The orientation/training will include, at a minimum, orientation to the purpose, goals, policies and procedures of the institution; working conditions and regulations; responsibilities and rights of employees; rights and responsibilities of juveniles and preparatory instruction related to the particular job.

In addition, all newly hired full-time employees will receive substantive training within the first six (6) months of employment. Substantive training will include, at a minimum: Juvenile Law/Due Process; Court Intake Procedures; Causative Theories of Juvenile Delinquency; CPR/First Aid; Conflict Resolution and Mediation; CPI Training; Suicide Training; Observation of Hearings and Confidentiality.

Employees will be eligible for movement on the salary schedule provided they have completed the minimum training requirements and receive an evaluation from management of their work performance which indicates that they are eligible for such movement.

Section 2: Management will have the right to move Youth Specialists to Tier II provided they have met the requirements for such position. The primary requirement for placement on Tier II will be a positive evaluation from management that the employee has demonstrated through job performance the on-the-job ability to do the following:

- (a) Provide crises counseling as situations necessitate.
- (b) Develop and lead social skills training groups with residents.
- (c) Work one-on-one with specific residents to assist them in coping with their immediate and long-term environments.

In addition to such primary requirements, employees who desire to move to Tier II must have either a bachelor's degree in a human services area or such employees must successfully complete the M. J. I Program offered by the State of Michigan. Employees desiring to complete the M. J. I. training will notify the Superintendent of such desire and employees will be selected to participate in such training based upon their evaluation and on-the-job performance.

An employee moved to Tier II will be placed in such manner to give the employee a raise and such placement will be made pursuant to County placement policy. Following a placement on the Tier II schedule, the employee will be eligible for

advancement on the increment system provided he/she has received an evaluation upon his/her anniversary data indicating that he/she is eligible for such advancement.

Section 3: Management within its full discretion, will have the right to hire new employees on either the starting 1988 rate schedule or the Tier I schedule.



KALAMAZOO COUNTY GOVERNMENT Salary Schedules

AFSCME - JUVENILE HOME

Effective 11/20/2006

Increase %
1.8

Cook

A 11	N	Entry	Annual	21,028.80	Bi-Weekly	808.80	Hourly	10.11	1 1/2	15.17
	A	06 Mos		22,006.40		846.40		10.58		15.87
	B	12 Mos		22,776.00		876.00		10.95		16.43
	C	24 Mos		23,982.40		922.40		11.53		17.30
	D	36 Mos		24,398.40		938.40		11.73		17.60
	E	48 Mos		24,772.80		952.80		11.91		17.87

A 13	N	Entry	Annual	22,588.80	Bi-Weekly	868.80	Hourly	10.86	1 1/2	16.29
	A	06 Mos		23,836.80		916.80		11.46		17.19
	B	12 Mos		24,648.00		948.00		11.85		17.78
	C	24 Mos		25,667.20		987.20		12.34		18.51
	D	36 Mos		26,374.40		1,014.40		12.68		19.02
	E	48 Mos		27,081.60		1,041.60		13.02		19.53

Head Cook, Detention Secretary

A 14	N	Entry	Annual	22,152.00	Bi-Weekly	852.00	Hourly	10.65	1 1/2	15.98
	A	06 Mos		23,379.20		899.20		11.24		16.86
	B	12 Mos		24,169.60		929.60		11.62		17.43
	C	24 Mos		25,168.00		968.00		12.10		18.15
	D	36 Mos		25,875.20		995.20		12.44		18.66
	E	48 Mos		26,582.40		1,022.40		12.78		19.17

Part-time Youth Specialist, On-Call Relief Youth Specialists

A 15	N	Entry	Annual	21,278.40	Bi-Weekly	818.40	Hourly	10.23	1 1/2	15.35	2nd	10.33	3rd	10.38
	A	06 Mos		22,172.80		852.80		10.66		15.99	2nd	10.76	3rd	10.81
	B	12 Mos		23,067.20		887.20		11.09		16.64	2nd	11.19	3rd	11.24
	C	24 Mos		23,940.80		920.80		11.51		17.27	2nd	11.61	3rd	11.66
	D	36 Mos		24,876.80		956.80		11.96		17.94	2nd	12.06	3rd	12.11
	E	48 Mos		25,937.60		997.60		12.47		18.71	2nd	12.57	3rd	12.62



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

AFSCME - JUVENILE HOME

Effective 11/20/2006

Increase %
1.8

Tier I Youth Specialist

A 16	N	Entry	Annual	25,168.00	Bi-Weekly	968.00	Hourly	12.10	1 1/2	18.15	2nd	12.20	3rd	12.25
	A	06 Mos		26,208.00		1,008.00		12.60		18.90	2nd	12.70	3rd	12.75
	B	12 Mos		27,268.80		1,048.80		13.11		19.67	2nd	13.21	3rd	13.26
	C	24 Mos		28,579.20		1,099.20		13.74		20.61	2nd	13.84	3rd	13.89
	D	36 Mos		29,827.20		1,147.20		14.34		21.51	2nd	14.44	3rd	14.49
	E	48 Mos		31,075.20		1,195.20		14.94		22.41	2nd	15.04	3rd	15.09

Tier II Youth Specialist

A 17	N	Entry	Annual	26,707.20	Bi-Weekly	1,027.20	Hourly	12.84	1 1/2	19.26	2nd	12.94	3rd	12.99
	A	06 Mos		27,851.20		1,071.20		13.39		20.09	2nd	13.49	3rd	13.54
	B	12 Mos		28,974.40		1,114.40		13.93		20.90	2nd	14.03	3rd	14.08
	C	24 Mos		30,305.60		1,165.60		14.57		21.86	2nd	14.67	3rd	14.72
	D	36 Mos		31,657.60		1,217.60		15.22		22.83	2nd	15.32	3rd	15.37
	E	48 Mos		33,009.60		1,269.60		15.87		23.81	2nd	15.97	3rd	16.02



KALAMAZOO COUNTY GOVERNMENT Salary Schedules

AFSCME - JUVENILE HOME

Effective 02/03/2007

Increase %
1.2

Cook

A 11	N	Entry	Annual	21,278.40	Bi-Weekly	818.40	Hourly	10.23	1 1/2	15.35
	A	06 Mos		22,276.80		856.80		10.71		16.07
	B	12 Mos		23,046.40		886.40		11.08		16.62
	C	24 Mos		24,273.60		933.60		11.67		17.51
	D	36 Mos		24,689.60		949.60		11.87		17.81
	E	48 Mos		25,064.00		964.00		12.05		18.08

A 13	N	Entry	Annual	22,859.20	Bi-Weekly	879.20	Hourly	10.99	1 1/2	16.49
	A	06 Mos		24,128.00		928.00		11.60		17.40
	B	12 Mos		24,939.20		959.20		11.99		17.99
	C	24 Mos		25,979.20		999.20		12.49		18.74
	D	36 Mos		26,686.40		1,026.40		12.83		19.25
	E	48 Mos		27,414.40		1,054.40		13.18		19.77

Head Cook, Detention Secretary

A 14	N	Entry	Annual	22,422.40	Bi-Weekly	862.40	Hourly	10.78	1 1/2	16.17
	A	06 Mos		23,649.60		909.60		11.37		17.06
	B	12 Mos		24,460.80		940.80		11.76		17.64
	C	24 Mos		25,480.00		980.00		12.25		18.38
	D	36 Mos		26,187.20		1,007.20		12.59		18.89
	E	48 Mos		26,894.40		1,034.40		12.93		19.40

Part-time Youth Specialist, On-Call Relief Youth Specialists

A 15	N	Entry	Annual	21,528.00	Bi-Weekly	828.00	Hourly	10.35	1 1/2	15.53	2nd	10.45	3rd	10.50
	A	06 Mos		22,443.20		863.20		10.79		16.19	2nd	10.89	3rd	10.94
	B	12 Mos		23,337.60		897.60		11.22		16.83	2nd	11.32	3rd	11.37
	C	24 Mos		24,232.00		932.00		11.65		17.48	2nd	11.75	3rd	11.80
	D	36 Mos		25,168.00		968.00		12.10		18.15	2nd	12.20	3rd	12.25
	E	48 Mos		26,249.60		1,009.60		12.62		18.93	2nd	12.72	3rd	12.77



KALAMAZOO COUNTY GOVERNMENT Salary Schedules

AFSCME - JUVENILE HOME

Effective 02/03/2007

Increase %
1.2

Tier I Youth Specialist

A	16	N	Entry	Annual	25,480.00	Bi-Weekly	980.00	Hourly	12.25	1 1/2	18.38	2nd	12.35	3rd	12.40
		A	06 Mos		26,520.00		1,020.00		12.75		19.13	2nd	12.85	3rd	12.90
		B	12 Mos		27,601.60		1,061.60		13.27		19.91	2nd	13.37	3rd	13.42
		C	24 Mos		28,912.00		1,112.00		13.90		20.85	2nd	14.00	3rd	14.05
		D	36 Mos		30,180.80		1,160.80		14.51		21.77	2nd	14.61	3rd	14.66
		E	48 Mos		31,449.60		1,209.60		15.12		22.68	2nd	15.22	3rd	15.27

Tier II Youth Specialist

A	17	N	Entry	Annual	27,019.20	Bi-Weekly	1,039.20	Hourly	12.99	1 1/2	19.49	2nd	13.09	3rd	13.14
		A	06 Mos		28,184.00		1,084.00		13.55		20.33	2nd	13.65	3rd	13.70
		B	12 Mos		29,328.00		1,128.00		14.10		21.15	2nd	14.20	3rd	14.25
		C	24 Mos		30,659.20		1,179.20		14.74		22.11	2nd	14.84	3rd	14.89
		D	36 Mos		32,032.00		1,232.00		15.40		23.10	2nd	15.50	3rd	15.55
		E	48 Mos		33,404.80		1,284.80		16.06		24.09	2nd	16.16	3rd	16.21

