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A G R E E M E N T

8th DISTRICT COURT
OF THE
COUNTY OF KALAMAZOO

AND

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

AND ITS

TECHNICAL, OFFICE AND PROFESSIONAL
DISTRICT COURT UNIT
OF
LOCAL 2290

Kalamazoo County

June, 1991

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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AGREEMENT - 8th District Court of the County of Kalamazoo - and
- International Union United Automobile, Aerospace and Agricultural
Implement Workers of America and its Technical, Office and Professional
District Court Unit - June, 1991.

INDEX

	<u>Page</u>
ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED	1
ARTICLE II - UNION SECURITY	2
ARTICLE III - REPRESENTATION	5
ARTICLE IV - GRIEVANCE PROCEDURE	6
ARTICLE V - KALAMAZOO COUNTY AUTHORITY	8
ARTICLE VI - SENIORITY	9
ARTICLE VII - JOB VACANCY AND POSTING	11
ARTICLE VIII - HOURS OF WORK, WORK WEEK AND OVERTIME	11
ARTICLE IX - SALARIES AND INSURANCE	12
ARTICLE X - AUTHORIZED HOLIDAYS	13
ARTICLE XI - SICK LEAVE	13
ARTICLE XII - VACATION POLICY	15
ARTICLE XIII - LEAVE OF ABSENCE	16
ARTICLE XIV - TUITION REFUND POLICY	18
ARTICLE XV - LONGEVITY COMPENSATION PLAN	18
ARTICLE XVI - DEFERRED COMPENSATION	19
ARTICLE XVII - RETIREMENT PLAN	19
ARTICLE XVIII - SAFETY AND ACCIDENT REPORTING	19
ARTICLE XIX - RULES/REGULATIONS AND DISCIPLINARY ACTION	20
ARTICLE XX - NON-DISCRIMINATION	21
ARTICLE XXI - RIGHTS AND RESPONSIBILITIES	21
ARTICLE XXII - GENERAL	22
ARTICLE XXIII - TERMINATION	24
- APPENDIX A	25
- APPENDIX B	27
- APPENDIX C	28
- APPENDIX D	29

AGREEMENT

THIS AGREEMENT is entered into this 11th day of June, 1991 by and between the 8th DISTRICT COURT OF THE COUNTY OF KALAMAZOO (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 District Court unit 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. R88 J-295 of the State of Michigan Department of Labor, Employment Relations Commission described as follows:

ALL FULL-TIME AND REGULAR PART-TIME CLERICAL EMPLOYEES OF THE 8th DISTRICT COURT - KALAMAZOO COUNTY.

Excluded: All supervisory, managerial, executive, professional 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 Court 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 Employer 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, with the exception of those mentioned below, 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. Within thirty (30) days after the hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the County of Kalamazoo Personnel Office, the Union and the employee. At this meeting such employee shall be apprised of this Article's provisions.

Notwithstanding any other provision of this Article, the parties have agreed to a Maintenance of Membership provision which is applicable to current employees of the Court as of the date of this initial Agreement. Therefore, a current employee who does not elect to become a member of the Union, or pay a service fee to the Union, is not subject to the provisions which indicate that such obligation is a condition of employment. Once a current employee joins the Union or elects to pay a service fee, such election shall be irrevocable and the continued obligation shall be a condition of employment. A service fee payer may subsequently join the Union, and vice versa, but such an employee can never take advantage of the Maintenance of Membership provisions. The Maintenance of Membership only applies to current employees, and will not be available to new employees in the unit in the future.

- 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 cancelled 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 submitted to the Court and the County during negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues 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 Personnel 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 tendered 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.

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 or 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 Court 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 Court Administrator at the end of the thirty (30) day period set forth in Section a) above:

"The Union certifies 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, Employer 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 Court Administrator or his or her designee shall communicate the Union's request for termination to the employee and advise such employee that he or 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 or she shall be terminated.

Section D: Save Harmless. The Union shall protect and save harmless the Court and the County of Kalamazoo from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Court and the County of Kalamazoo 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 3.

ARTICLE III

REPRESENTATION

Section A: The Employer or its 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. The Unit shall be represented by not more than three (3) members.

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.

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

Section D: A pool of five (5) professional paid leave days per contract year shall be available to the Union that may be used by its officers or other officials to attend conferences and other meetings related to the conduct of affairs or the welfare of the members.

Section E: Union representatives shall not suffer a pay deduction for time scheduled with authorized representatives of the Employer 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:** An employee and a member of the local Union bargaining committee shall first discuss his/her grievance with his/her 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 the discussion level, and the employee believes that a grievance still exists, the issue shall be reduced to a written grievance within five (5) days and presented to the aforementioned immediate supervisor. A meeting shall be arranged within five (5) working days and the immediate supervisor shall meet with the employee and a member of the local Union bargaining committee on the grievance. The immediate supervisor shall give his/her answer in writing to the local Union within five (5) working days.

- 3) **Step Three:** If the grievance is not settled as in (2) above, a meeting with an Employer's representative and employee and a member of the local Union bargaining committee shall be held. Such meeting shall be arranged within five (5) working days following the response or when the response was due in (2) above. The Employer shall give its answer in writing to the local Union within five (5) working days.
- 4) **Step Four:** If the grievance is not settled as in (3) above, a meeting with representatives of the Employer, the Court Administrator, the Union's bargaining committee, and the International Union shall be held. Such meeting will be held at a mutually agreed time within a thirty (30) day period. The local Union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.
- 5) **Step Five:** If the answer to a grievance pursuant to the meeting in (4) above is unsatisfactory, the Union shall notify the Employer in writing within thirty (30) days of receipt of each answer that it desires to take the grievance to Arbitration. If the Union gives notice of such desire to arbitrate, the parties shall jointly request the services of the Federal Mediation and Conciliation Services in the event the parties do not mutually agree on the arbitrator or another selection process.

The Arbitrator shall render his/her award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearing(s) is concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the Arbitrator.

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 Arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement. Nor shall the Arbitrator have any authority to rule on a grievance involving discipline, discharge or any matter involving the daily management of the Court.

The fees and expenses of the Arbitrator shall be jointly paid by the County and the Union. Appropriate Union officials and all Union witnesses shall be released with pay to attend the arbitration.

Section C: Discharge, Discipline and the Daily Management of the Court.

If any grievance which involves discharge, discipline or the daily management of the Court is unresolved following Step Four of Section B, the Union may within thirty (30) days request a hearing before an 8th District Court Judge. Upon receipt of the request, such hearing shall be conducted within forty-five (45) days and following conclusion of the hearing, a written decision shall be issued within thirty (30) days.

The decision of the Judge shall be final and binding on all parties.

If one of the Judges was directly involved with the decision to discharge or discipline an employee and that action is the subject of the grievance, then the Judge involved in such decision shall not decide the grievance.

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

- 1) The Union and Employer 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, while failure to communicate a decision on a grievance within the specified time limits shall automatically advance the grievance to the next step of the grievance procedure. Any grievance not advanced to the next step by the Union within the time limits in that step shall be deemed withdrawn without prejudice or precedent. However, the time limits specified in this procedure may be extended by mutual agreement by the Employer and the Union.
- 3) No grievance nor decision rendered on a grievance shall be placed in an employee's personnel file without the employee's consent.
- 4) A grievance may be withdrawn at any time by the Union.

ARTICLE V

8th DISTRICT COURT 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 8th District Court of Kalamazoo County are vested solely and exclusively in the Employer.

ARTICLE VI

SENIORITY

Section A: Unit seniority is defined as the employee's length of employment in the bargaining unit, since his/her last date of hire with the District Court. When the term "seniority" is utilized in contractual provisions regarding job vacancies and postings and lay off and recall, the parties have intended to deal with the concept of unit seniority. For all other benefits of this Agreement, the concept of seniority is defined as the employee's length of employment since his/her last date of hire with either the District Court and/or the County of Kalamazoo.

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 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.
- 4) An employee who has acquired seniority has been on layoff for a period of more than two (2) years.
- 5) An employee, who has been on layoff, fails to follow procedures for recall in the manner and within the time limits set forth in this Agreement.
- 6) An employee fails to report for work at the termination of the leave of absence or vacation without advising the Employer prior to the expiration of the leave of absence or vacation 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 length of service will date back to his/her last date of hire.

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 Court 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 Court and County 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 Court will provide the local Union with a list of names and addresses upon request.

Section H: Continuity of service shall be considered unbroken if an employee leaves the employ of County government, but returns within a period of twelve (12) months and repays all retirement contributions for the period of absence in order to establish continuity for retirement service credit. The Personnel Manager 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 the Court, 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 Personnel Department. Employees who voluntarily resign are expected to give a minimum of a two (2) week notice of such intent to resign. The Deputy Court Administrator shall process the appropriate payroll/personnel forms to implement the termination.

A payoff of accrued vacation time shall be granted to employees who have been in County service for a minimum of six (6) months.

A refund of accumulated contributions by the employee 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 Payroll Department of any change of address for W-2 purposes and handle the options for insurance upon termination.

Terminating employees must return to the Employer any property they may have including keys, parking cards and supplies prior to their termination date.

ARTICLE VII

JOB VACANCY AND POSTING

When a vacancy occurs in an existing entry-level position, or a new entry-level position is created, the Employer, through the County Personnel Department, will concurrently post the position throughout County offices and advertise it in the media.

When a vacancy occurs in an existing position above entry-level, or a new position above entry-level is created, the Employer will typically promote and/or laterally transfer employees until the final vacancy is at an entry-level position. As each move is decided upon and/or made, the vacancy created will be posted within Court offices; employees will have until close of business the following workday to express interest in the position, in writing, to the Employer. Though the Employer's decision in each instance will be based upon seniority, experience, past performance, and employee preference, the Court's needs in some instances may require consideration of employees who have not expressed interest in a position and/or applicants from outside the Court.

ARTICLE VIII

HOURS OF WORK, WORK WEEK AND OVERTIME

Section A: The normal payroll period shall consist of two (2) consecutive calendar weeks beginning at 12:01 a.m. on a designated Saturday through 12:00 p.m. on the second Friday thereafter.

An employee's work week shall normally consist of five (5) consecutive scheduled work days.

The normal work day will consist of eight (8) hours per day.

Lunch periods will remain as currently in effect. Employees shall take their morning break period between 9:30 and 11:00; and shall take their afternoon break period between 2:30 and 4:00, in such a manner which does not disrupt office operations.

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

Section B: Employees shall be paid overtime for hours worked (hours worked shall include holidays and vacation time, but exclude sick pay) in excess of forty (40) hours per week.

Work performed on Sundays or holidays will be paid at double the employee's regular hourly rate of pay plus holiday pay.

ARTICLE IX

SALARIES AND INSURANCE

Section A: The Salary Schedule attached hereto as Appendix A shall become effective as of June 11, 1991.

Section B: 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.

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

Section D: 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 E: 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 percent (60%) of his/her salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section F: 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.

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

Section H: 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.

ARTICLE X

AUTHORIZED HOLIDAYS

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

These holidays will be observed as set forth in Administrative Order 1985-3 as set forth in appendix C.

Employees shall also be entitled to an additional two-hour floating holiday per calendar year.

Section B: To be eligible for the aforementioned paid holidays, an employee must work the scheduled day before said holiday and the scheduled 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.

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.

Section B: Each regular employee of the Court shall accrue three (3) 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 Court. An employee who is absent as a result of illness or injury must utilize his/her accrued sick leave. Following the utilization of an employee's accrued sick leave, an employee may utilize accrued annual leave for additional time lost as a result of illness or injury. Sick and annual leave shall be utilized in an amount equal to the normal daily work hours that the employee loses as a result of such illness or injury. Sick leave may be accrued throughout the employee's entire period of classified service. A physician's statement may be requested for verification of illness or injury.

Section C: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the Court Administrator or his/her designee in the following instances:

- 1) When it is established to the Court's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury. The Court Administrator or his/her designee may request a physician's verification of illness if absences are frequent.
- 2) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- 3) 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 persons for whom financial or physical care is the employee's principal responsibility).
- 4) When unusual situations or emergencies exist in the employee's immediate family. Failure by the employee to make diligent effort to notify the Court Administrator or his/her designee may result in loss of pay.

Section D: An employee shall not be charged sick leave time for dentist or doctor appointments when her/his time is of a one (1) or two (2) hour duration. Each employee shall be allowed up to twelve (12) hours per year for such dentist or doctor appointments.

Section E: All sick leave used shall be substantiated by written evidence signed by the employee's immediate supervisor, and by such other evidence as the Court Administrator may require. Falsification of such evidence shall be cause for dismissal.

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

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

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

Termination

Effective 1-1-86, no payoff at time of termination or deferred retirement. For accrued sick leave prior to 1-1-86, twenty-five (25%) percent at time of termination

or deferred retirement provided said employee has not been discharged for just cause as may be determined by the Court Administrator, the Personnel Director, and the Chief Judge.

Retirement

Fifty (50%) percent 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

VACATION POLICY

Every employee shall be allowed vacation leave at the rate shown in the following table:

Every continuing full-time regular employee in the Court's employment shall be entitled to annual leave with pay of four (4) hours for each completed bi-weekly work period of service, except that no employee shall be entitled to utilize such annual leave until he/she has completed thirteen (13) bi-weekly work periods. Employees who have completed five years of continuous service shall earn additional or bonus annual leave with pay according to length of total classified service as follows:

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

--For ten (10) or more, but less than fifteen (15) years, thirty-two (32) hours annually;

--For fifteen (15) or more, but less than twenty (20) years, forty-eight (48) hours annually;

--For twenty (20) or more years, sixty-four (64) hours annually.

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

An employee who transfers into or out of the Court to or from a department of the County shall have their balance of vacation transferred to the new employer.

When an employee is separated from his/her employment and such employee has completed thirteen (13) bi-weekly work periods, he/she shall be

paid at his/her current rate of pay for his/her unused credited annual leave, but in no case in excess of two hundred forty (240) hours. Annual leave shall not be allowed in advance of being earned.

Although the Court reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the Court and consistent with the employee's request based on seniority. An employee will be permitted to take his/her vacation leave one (1) day at a time with prior approval of the Court Administrator. An employee may utilize annual leave only with the prior approval of the department head.

Each year scheduling of vacations during the Christmas holiday season becomes more of a problem. As a result, the following will be adopted:

1. Separate drawings will be held for the week before Christmas and the week between Christmas and New Years.
2. Requests may be submitted for either week or both weeks; they must be received by the Deputy Court Administrator by June 30th, and the drawing will be held the next working day.
3. If no requests are received by June 30th, it will be "first come, first served" thereafter.
4. If a winner later notifies the Deputy Court Administrator that his/her week will not be used, another name will be drawn from those originally eligible.
5. As during the remainder of the year, only one person at a time will be allowed on vacation.

ARTICLE XIII

LEAVE 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 for 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:

An administrative or special leave may be granted an employee when approved by the Court Administrator for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of their work, or for their personal reasons. All leaves shall be specific as to their duration and may not be granted for a period of more than one (1) year. The Court Administrator shall issue his/her decision on a leave request within five (5) working days. The employee requesting an administrative or special leave is not guaranteed reinstatement to the position held prior to the leave. An employee returning from a leave of absence should contact the Court Administrator thirty (30) days prior to the expiration of such leave and every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, employment status will be terminated.

Section E: DISABILITY LEAVE:

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

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

Section F: WORKERS' COMPENSATION:

Court employees who suffer a work related accident or illness are covered by the Michigan Workers' Compensation Law. Any accident or illness must be reported to the Personnel Department.

Section G: 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 a maximum of 75% of approved tuition up to \$500 a year for tuition to Court employees taking approved high school or college courses, as outlined in a more detailed policy statement available from the Court Administrator. Approved courses shall be those which provide for the systematic improvement of 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 Court. All courses shall be approved by the Court Administrator prior to issuance of the tuition refund. The employee must remain in Court service for a period of twelve (12) calendar months following completion of the course or courses or forfeit the tuition payment.

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

ARTICLE XV

LONGEVITY COMPENSATION PLAN

Following the completion of four (4) 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 four (4) or more years of continuous service with the County or Court and who, as of the day of payment

thereof in such year are still employed by the County or Court, 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.

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 Court employees are eligible to participate in a deferred compensation plan which provides for deferring a percentage of annual salary up to 25% or \$7,500, whichever is less, 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 Personnel Department.

ARTICLE XVII

RETIREMENT PLAN

The County agrees, for the life of this Agreement, to maintain participation in the Kalamazoo County Employees Retirement System, as amended. The most recent amendment to the Retirement Plan indicated that unit members who are considered TOPS employees under said Plan would be entitled to a retirement factor of 1.7. Such amendment will be applicable to the unit as of June 11, 1991.

ARTICLE XVIII

SAFETY AND ACCIDENT REPORTING

Section A: All 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 or safety representative should be contacted. The following safety policies will be followed by all Court employees:

- 1) A coordinated continuing safety program will be developed and implemented by the Personnel 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 Personnel 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 Court 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 an employee suffers a work-related accident, whether or not it is deemed that medical attention is necessary, an accident report form must be completed by the employee and approved by the department head within seventy-two (72) hours after the occurrence of the injury. These forms are available from the Personnel 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 Personnel Department should be notified by phone as soon as possible after the occurrence of an accident or injury. The Personnel 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 Personnel Department will set an appointment as soon as they are contacted by an employee or department head.

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 Personnel Department where the appropriate public accident form may be completed.

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

ARTICLE XIX

RULES/REGULATIONS AND DISCIPLINARY ACTION

Section A: It is recognized by the parties to this Agreement that the Court 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 Court, 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 Court shall not discharge nor take disciplinary action against any employee without cause. It is understood and agreed that this is not applicable to 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 XX

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 or 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 XXI

RIGHTS AND RESPONSIBILITIES

Section A: OPEN PERSONNEL FILE: There is one (1) centralized file maintained for each bargaining unit employee. This primary personnel file is maintained by the Court Administrator. There is also a secondary personnel file which is maintained by the County Personnel Department on each bargaining unit employee.

Employees who desire to review their personnel files may do so upon request. The employee may not remove any item from his/her personnel file, but he/she may receive a copy if desired; and the employee may also add information if he/she deems it desirable.

Section B: SEXUAL HARASSMENT IN THE WORKPLACE: It is the policy of the Court that the working environment of every employee shall be free from verbal or physical sexual harassment by other Court employees. The Court 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 incident(s) to the Court Administrator. The facts of each case will be investigated and appropriate discipline, if warranted, will follow. Any action taken by the Court after investigation may be subject to the grievance procedure.

ARTICLE XXII

GENERAL

Section A: The Chief Judge 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 the District Court shall be closed, and if they are scheduled to work during such time, they will receive their regular pay for such period.

Section B: The Court will provide a bulletin board for the use of the Union. 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: REGULAR PART-TIME EMPLOYEES: Regular employees who are working in part-time positions either in a job-sharing position or regular part-time position shall be eligible for benefits as follows:

Regular part-time workers are eligible to participate in the County's KAL-FLEX Benefit Program provided they are regularly scheduled to work at least seventeen and one-half (17½) hours per week. Those individuals must select a minimum life and health 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 workers receive personal business leave credit based upon a proration of their regular schedule.

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

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

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

Section E: Training Programs: From time to time, training programs will be made available to Court employees. The purpose is to enable employees to develop new skills, refine present skills, and be exposed to new concepts and practices.

Occasionally, successful completion of a training program may lead to advancement. When such training programs lead to advancement, the Court shall inform all its employees either by posting or memorandum.

Selection of participants to training programs shall be based on the same guidelines that are applied to the job vacancy and posting procedure contained in this labor agreement.

Section F: Whistleblowers Protection: It is the policy of the Court to provide job protection to employees who report a violation or suspected violation of state, local or federal law and to provide job protection to employees who participate in hearings, investigations, legislative inquiries, or court actions. Violations or suspected violations should be reported to the Chief Judge, Court Administrator, Internal Auditor, or Corporation Counsel for appropriate investigation.

ARTICLE XXIII

TERMINATION

This Agreement shall become effective as of June 11, 1991, and shall remain in full force and effect until March 1, 1992, 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 16th day of July, 1991.

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

8th DISTRICT COURT

Gimmie S. Phillips

Judith K. Rambo

Kenneth Long
Kenneth Long,
Chief District Judge
8th District Court

Juanita Kelly

Don Oetman

Don Oetman,
International Representative

Gaul L. Mastos

Paul L. Mastos, Regional
Director

APPENDIX A

DISTRICT COURT CLERICAL SALARY SCHEDULE
U.A.W.
Effective June 11, 1991

A = Annual
B = Bi-weekly
H = Hourly
1 1/2= Overtime

		BASE	6 MOS A	1 YEAR B	2 YEARS C	3 YEARS D	4 YEARS E	5 YEARS F	6 YEARS G
D09	A	14,940	15,393	15,846	16,299	16,750	17,204	17,656	18,109
COURT CLERK	B	574.61	592.03	609.46	626.88	644.23	661.69	679.07	696.50
SR. CLERK TYPIST	H	7.182	7.400	7.618	7.836	8.052	8.271	8.488	8.706
	1 1/2	10.773	11.100	11.427	11.754	12.078	12.406	12.732	13.059
D12	A	16,089	16,577	17,065	17,551	18,038	18,526	19,014	19,502
SR. COURT CLERK	B	618.80	637.57	656.34	675.03	693.76	712.53	731.30	750.07
	H	7.735	7.969	8.204	8.437	8.672	8.906	9.141	9.375
	1 1/2	11.602	11.953	12.306	12.655	13.008	13.359	13.711	14.062
D13	A	16,492	16,990	17,490	17,991	18,491	18,989	19,489	19,989
LEGAL SECRETARY	B	634.30	653.46	672.69	691.96	711.19	730.34	749.57	768.80
BAILIFF/JURY CLERK	H	7.928	8.168	8.408	8.649	8.889	9.129	9.369	9.610
ACCOUNT AIDE	1 1/2	11.892	12.252	12.612	12.973	13.333	13.693	14.053	14.415
D14	A	16,905	17,416	17,927	18,440	18,952	19,465	19,977	20,489
COURT AIDE	B	650.19	669.84	689.50	709.23	728.92	748.65	768.34	788.03
CRIMINAL CLERK	H	8.127	8.373	8.618	8.865	9.111	9.358	9.604	9.850
CIVIL CLERK	1 1/2	12.190	12.559	12.927	13.297	13.666	14.037	14.406	14.775
D16	A	17,759	18,298	18,836	19,374	19,912	20,450	20,988	21,526
LEAD CIVIL CLERK	B	683.03	703.76	724.46	745.15	765.84	786.53	807.23	827.92
	H	8.537	8.797	9.055	9.314	9.573	9.831	10.090	10.349
	1 1/2	12.805	13.195	13.582	13.971	14.359	14.746	15.135	15.523

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APPENDIX A

(CONTINUED)

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 subsequent to June 11, 1991.

Section B: Employees' performances will be evaluated on a regular basis by their immediate supervisor and/or Court Administrator. The regular times for review are: three 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. The immediate Supervisor or Court Administrator 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.

The Court Administrator 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 Court Administrator 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 Personnel Director. 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

8TH DISTRICT COURT

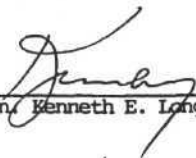
ADMINISTRATIVE ORDER 1985-3COURT HOLIDAY SCHEDULE

At a session on March 15, 1985, Hon. Kenneth E. Long presiding:

IT IS ORDERED that Court holidays are in accordance with the following schedule:

<u>Holiday</u>	<u>Falls on Sat, Observed on</u>	<u>Falls on Sun, Observed on</u>
New Year's Day, January 1	Monday	Monday
Martin Luther King Day, third Monday in January	—	—
Presidents' Day, third Monday in February	—	—
Memorial Day, last Monday in May	—	—
Independence Day, July 4	Friday	Monday
Labor Day, first Monday in September	—	—
Veterans' Day, November 11	Friday	Monday
Thanksgiving Day, fourth Thursday in November	—	—
Friday after Thanksgiving	—	—
Christmas Eve, December 24	Floating	Floating
Christmas Day, December 25	Floating	Monday
New Year's Eve, December 31	Floating	Floating

Floating holidays may be taken, with proper prior approval, anytime during the twelve months following the actual date of the holiday.


 Hon. Kenneth E. Long, Chief Judge

During the negotiations of the June 1991 collective bargaining agreement between the 8th District Court of the County of Kalamazoo and the UAW Local 2290, the parties met and conferred regarding the following work rule:

Dress and Grooming: Employees need to present a professional appearance appropriate to the nature of our business.

A general rule of thumb is not to overdress nor underdress. Clothing should fit properly, always be clean and freshly pressed. Typically, an office wardrobe includes: for females - dresses, suits, skirts, or dress slacks with sweaters or blouses; and for males - suits or sports jacket with shirt and tie or dress slacks with shirt and tie.

Jeans, jumpsuits, and T-shirts are not appropriate. Dresses or blouses with deeply cut armholes, necklines, etc., including sundresses, should be covered with a jacket or scarf. Dresses or skirts should be of a conservative length for the office or courtroom.

Shoes should be clean and polished. Comfort is important, but gym shoes or casual sandals (bare feet) are inappropriate for office wear.

Hair should always be clean and neatly brushed or combed.

To make working conditions comfortable and pleasant for everyone, employees should always be aware of personal hygiene. Regular bathing and use of deodorant will insure that no one is offended. Overuse of perfume or cologne, however, can be equally offensive, and such items should be used in moderation.

Special work assignments may allow for more casual clothing attire.



