

6/27

12/31/2006

AGREEMENT

9th JUDICIAL CIRCUIT COURT

- and -

COUNTY OF KALAMAZOO

- and -

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

AND ITS TECHNICAL,
OFFICE AND PROFESSIONAL JUVENILE COURT UNIT
OF LOCAL NO. 2290

December 1, 2003 – December 31, 2006



Kalamazoo County (9th Judicial Circuit Court)

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ARTICLE II
UNION SECURITY

Section A: Union Membership

- 1) As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment. 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 Human Resources Department, the Union and the employee. At this meeting such employee shall be apprised of this Article's provisions.

- 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 five (5) 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.

- 3) The parties have agreed to designate the following charitable funds which may be utilized by an individual if he/she qualifies pursuant to the aforementioned provision:
 1. American Cancer Society
 2. Michigan Heart Association
 3. Muscular Dystrophy Association
 4. Greater Kalamazoo United Way
 5. Circuit Court Trust Account

Section B: Check-Off

- 1) During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the County of Kalamazoo during negotiations and to the extent the laws of the State of Michigan permit, the Employers agree 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 Employers on file with the Employers. The Unions Financial Officer shall submit to the Employers Human Resources Department 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 Employers 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 Employers.
- 4) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employers 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 Employers 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 Employers.

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

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

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

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

Section D: Save Harmless. The Union shall protect and save harmless the Employers from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employers 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 Employers or their 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: The Union may use the Gull Road Courthouse for its proper business activities without charge upon approval by the County of Kalamazoo.

Section C: 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 D: Union representatives shall not suffer a pay deduction for time scheduled with authorized representatives of the Employers 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 Employers agree that they will not unreasonably withhold their 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 Employers.

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 and presented to the aforementioned immediate supervisor within five (5) working days after the Step One discussion. 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 Employers' 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 Employers shall give their 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 Employers, the Circuit 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) calendar 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 Employers in writing within thirty (30) calendar 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) calendar 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 Employers. 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 assignments.

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 Assignments.

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

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

If one or more 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 or Judges involved in such decision shall not decide the grievance. If two or more Judges were not directly involved in the above-mentioned decision, the Union will be so notified and allowed the opportunity to select the impartial Judge who shall hear and decide the matter.

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

- 1) The Union and Employers 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 Employers 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. No final arbitration nor Circuit Court Judge decision rendered on a grievance shall be placed in an employee's personnel file without the employee's knowledge.
- 4) A grievance may be withdrawn at any time by the Union.

ARTICLE V
KALAMAZOO COUNTY AUTHORITY

Section A: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the Circuit Court are vested solely and exclusively in the Employers.

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 Circuit 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 Circuit Court and/or the County of Kalamazoo.

As a result of the addition of the Family Interventionist/Mediator, Vocational Specialist, and Group Leader positions to the unit; it has been agreed by the parties that on a one-time only basis, the seniority list has been established on the basis of County/Court seniority. All individuals hired into unit positions following the effective date of this agreement shall only be granted seniorities based upon such unit seniority.

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

- 1) An employee voluntarily quits the Employers' 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 Employers during said two (2) day period of a reason deemed acceptable by the Employers for such absence, unless it is physically impossible for the employee to do so. An employee who does not provide the Employers with a reason deemed acceptable by the Employers shall be considered a voluntary quit.
- 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 Employers prior to the expiration of the leave of absence or vacation of a reason deemed acceptable by the Employers for such failure, unless it is physically impossible for the employee to do so. An employee, who does not provide the

Employers with a reason deemed acceptable by the Employers, shall be considered a voluntary quit.

- 7) An employee of the Employers 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. During said probationary period, the probationary employee may be disciplined or discharged within the sole discretion of the Circuit Court. 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 County of Kalamazoo will provide the local Union with a list of names and addresses upon request.

Section H: Whenever a bargaining unit member is either promoted or temporarily transferred to a position outside of the bargaining unit, such individual shall not lose any of his/her unit seniority rights if he/she returns to a bargaining unit position within one (1) calendar year of the promotion or transfer. If a bargaining unit member is in a position with the Circuit Court which is a non-bargaining unit position for a period of time greater than one (1) calendar year and is subsequently returned to a bargaining unit position, that individual will only be credited with the seniority that he/she had accrued in the unit at the time of his/her promotion and/or transfer.

Section I: Continuity of service for retirement credit 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 Human Resources Director shall rule on all cases of continuity of service subject to the grievance procedure.

Section J: **Termination of Employment.** If an employee voluntarily resigns from County service, it is necessary for the notification of the termination date to be put in writing by the

employee to the supervisor and forward it to the Human Resources Department. Employees who voluntarily resign are expected to give a minimum of a two (2) week notice of such intent to resign. Department heads shall process the appropriate payroll/personnel forms to implement the termination.

A 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 Kalamazoo County government any property they may have including keys and/or supplies prior to their termination date. An employee's final paycheck will not be released until all property of the Court/County is returned.

ARTICLE VII **LAYOFF & RECALL**

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

- 1) Layoff of employees within the bargaining unit shall be by seniority, and the Court retains the exclusive right to select the classifications and positions in which to make a layoff. It is understood by all parties to this Agreement that seniority will be utilized as a determining factor in effectuating layoffs to the extent that the remaining employees have the then-present ability to perform the remaining work.
- 2) The Union and the affected employee (s) shall receive fifteen (15) calendar days' notice prior to any layoff.

Section B: Employees with seniority will be recalled in the reverse order in which they were laid off provided they have the then present ability to do the available work.

Notice of recall shall be sent to the employee at the last address provided by the employee by registered or certified mail. Employees will be responsible for notifying the Employers by registered mail of their intent to return within a week of mailing of the written notice, and report for work within ten (10) working days thereafter. Employees who fail to follow this procedure shall be considered a voluntary quit.

ARTICLE VIII **JOB VACANCY AND POSTING**

Section A: When it becomes necessary to fill a new position or when the Court determines that it will fill a vacant position within the bargaining unit, it is understood and agreed that the

Employers will consider current employees who have expressed an interest in the position pursuant to the aforementioned posting and who are qualified to perform the duties of either the new or vacant position.

Section B: Notification of job openings will be posted in a conspicuous place and will include a brief description of the position along with the salary range for such position. Current employees will be able to bid on posted jobs during the posting period of five (5) days by completing a transfer application form available in the Human Resources Department.

Section C: Seniority will be considered in filling vacancies. Candidates not awarded the position will be notified in writing of the reason for the Employers' decision.

ARTICLE IX **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.

The work week shall normally consist of five (5) consecutive scheduled work days.

For employees assigned to the "Day Treatment" program at the Juvenile Home, the normal work week will be a forty (40) hour week within a normal seven (7) day payroll period.

The normal work day will consist of eight (8) hours per day and a one (1) hour unpaid lunch period.

Both the work week and the work day may be modified by the Court as the Court deems necessary. Such modifications have already occurred on a periodic basis in the Day Treatment Program.

Section B: When it is necessary for an employee to work in excess of forty (40) hours per week, the employee, with prior approval of his/her supervisor or department head, may be granted compensatory time off. Compensatory time earned shall be taken at the convenience of the Court and in compliance with Court policy as adopted on October 24, 1983 provided that in no case shall compensatory time be accumulated during a period of longer than twelve (12) months. Time not taken within that period shall be deemed lost. There shall be no payoff of compensatory time at termination. Employees who work on Sundays or holidays will be allowed to take compensatory time for all hours worked on any of those days, unless Sunday is part of the employee's normal work week.

Section C: Compensatory time shall be subject to the following guidelines:

1. The compensatory time taken shall be equal to the time worked.
2. The employee requesting the compensatory time shall have the obligation of accounting for the requested compensatory time to the satisfaction or discretion of the supervisor or department head.

3. Compensatory time shall not be accumulated for more than twelve (12) months. Time not taken within that twelve (12) month period shall be deemed lost.
4. No compensatory time shall be used when, at the supervisor/department head's discretion, the job of that employee cannot be covered by another employee.
5. There shall be no payoff of compensatory time at termination.
6. No employee shall use more than 40 hours of compensatory time within an 80-hour pay period. Compensatory time taken above one (1) hour must have prior approval from his/her supervisor.

ARTICLE X SALARIES AND INSURANCE

Section A: The Salary Schedule attached hereto as Appendix "A" shall remain effective as of December 1, 2003. There will be a wage re-opener for 2005 and 2006. Wage re-opener negotiations will commence: prior to November 30, 2004, with the renegotiated Appendix "A" becoming effective on January 1, 2005; and prior to November 30, 2005, with the renegotiated Appendix "A" becoming effective on January 1, 2006.

Section B: All bargaining unit members shall be eligible to become members of the County's KALFLEX insurance program. On an annual basis, each bargaining unit member shall have the opportunity to select the options then available under said flexible benefits plan.

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 N: Neither the short-term nor the long-term disability insurance shall be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws.

Section O: Evaluations/Step Increases:

1) 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.

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

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

A department head may withhold a recommendation for a salary increase for an employee only on the basis of an unsatisfactory rating of the employee's performance, work habits, or unwillingness to perform his/her duties. The department head shall advise the employee in writing that the recommendation is being withheld and the reason thereof. A copy of the communication to the employee shall be forwarded to the Human Resources 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.

ARTICLE XI
AUTHORIZED HOLIDAYS

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

- | | |
|---------------------|---------------------------|
| 1. New Years Day | 5. Thanksgiving Day |
| 2. Memorial Day | 6. Day after Thanksgiving |
| 3. Independence Day | 7. Christmas Eve Day |
| 4. Labor Day | 8. Christmas Day |

In addition, an employee shall be entitled to the following Court holiday leaves with pay: Dr. Martin Luther King, Jr. Birthday (3rd Monday in January), Presidents Day (3rd Monday in February), Veterans Day (November 11), and New Years Eve Day.

If, during the term of this Agreement, the County grants its non-union employees a holiday which is not on the above list, that holiday will automatically be added to the above list for the duration of this Agreement.

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

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 Employers as a day, making the employee eligible for the holiday pay.

When any holiday enumerated above falls on a Sunday, the next following Monday shall be observed as the holiday. When any holiday enumerated above falls on Saturday, the preceding Friday shall be observed as a holiday.

ARTICLE XII 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 County 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 County. 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 department head in the following instances:

- 1) 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).
- 2) When unusual situations or emergencies exist in the employee's immediate family. Failure by the employee to make diligent effort to notify the department head may result in loss of pay.

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

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

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 percent (25%) at time of termination or deferred retirement provided said employee has not been discharged for just cause as may be determined by the Court Administrator, the Human Resources Director, and the Chief Judge.

Retirement

Fifty percent (50%) at retirement, payment not to exceed eight hundred (800) hours. Hours accrued after 1-1-86 shall not be included in figuring any retirement benefit.

ARTICLE XIII
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 classified service 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 utilize such vacation 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 vacation leave with pay according to length of total classified service as follows:

- For five (5) or more, but less than ten (10) years, sixteen (16) hours annually;
- For ten (10) or more, but less than fifteen (15) years, thirty-two (32) hours annually;
- For fifteen (15) or more, but less than twenty (20) years, forty-eight (48) hours annually;
- For twenty (20) or more years, sixty-four (64) hours annually.

No vacation leave shall be authorized, accrued or credited in excess of two hundred eighty (280) hours. Each department head shall give written notice to his/her employees of the accrued vacation leave credits as of January 1 and July 1 of each calendar year.

An employee who transfers from one County department to another shall have their balance of vacation transferred to the new department.

When an employee is separated from County classified service 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 vacation leave, but in no case in excess of two hundred eighty (280) hours. Vacation 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 department head. An employee may utilize vacation leave only with the prior approval of the department head.

An employee who terminates employment will receive payoff of accrued vacation leave in his or her final paycheck. An employee may not extend County service by using vacation leave. Any exceptions to this policy require approval of the Human Resources Director.

ARTICLE XIV 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 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: FMLA LEAVE: Any leave of absence request under the Family and Medical Leave Act shall follow County policy. FMLA leave is to be used for the following purposes:

- a) To care for the employee's child after birth, or placement for adoption or foster care;
- b) To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,

c) For a serious health condition that makes the employee unable to perform the duties of his/her job.

Section F: MEDICAL LEAVE:

Any request for medical 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 medical leave of absence must be approved by the Court Administrator. The employee granted a medical leave of absence is not guaranteed reinstatement to the position he/she held prior to the leave. An employee returning from a medical 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 medical leave.

Section G: PERSONAL LEAVE:

Every employee is entitled to a maximum of thirty-two (32) personal leave hours during a calendar year.

New hires MAY USE personal leave hours in accordance with the following schedule; pro-rated for part-time employees.

Hire Date Occurs BEFORE THE 15TH OF:	Personal Leave Hours AVAILABLE:
January	30
February	28
March	25
April	23
May	20
June	18
July	15
August	13
September	10
October	8
November	5
December	3

In all cases, the use of personal leave hours must be approved by the Department Head OR COURT ADMINISTRATOR and shall not accumulate from one (1) calendar year to the next. THERE IS NO PAYOFF FOR UNUSED PERSONAL LEAVE HOURS.

Section H: WORKERS' COMPENSATION:

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

Section I: UNION LEAVE:

The County shall grant a union leave of absence for up to one (1) calendar week in duration in order to allow an employee to attend a union training session, seminar, or convention. No more than one (1) employee shall be granted such leave at any given time.

Requests for union leave of absence must be submitted at least seven (7) calendar days in advance. These union leaves of absence are without pay.

ARTICLE XV
TUITION REFUND POLICY

The County shall pay a maximum of seventy-five percent (75%) of approved tuition up to \$500 a year for tuition to County employees taking approved high school or college courses, as outlined in a more detailed policy statement available from the Court Administrator. Approved courses shall be those which provide for the systematic improvement of 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 Court Administrator 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 courses or forfeit the tuition payment.

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

If, during the term of this Agreement, the County offers its non-union employees an annual tuition reimbursement in excess of \$500, the County will automatically extend the same enhanced benefit to the bargaining unit's members for the duration of this Agreement.

ARTICLE XVI
LONGEVITY COMPENSATION PLAN

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

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

- (a) Any eligible employee who retires under the provisions of the Kalamazoo County Retirement System prior to October first of any year shall receive longevity payment in a pro rata amount for the time worked during that period.
- (b) In case of death, the beneficiary of such deceased eligible employee shall receive the pro rata amount to the date of death.

ARTICLE XVII
DEFERRED COMPENSATION

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

ARTICLE XVIII
RETIREMENT PLAN

The County agrees to maintain participation in the County Employees Retirement System. Participating unit members are entitled to a retirement factor of 2.5.

Participating employees are eligible for retirement under the County Pension Plan provided they have completed twenty-five (25) years of credited service and are at least fifty-five (55) years old.

All retiring employees, provided eligible for a retirement benefit from the County, shall be eligible for paid group health insurance during retirement. The County shall pay the premium for the retiree only as detailed below. The cost of dependent coverage must be paid by the retiree. If the retiree's death precedes his/her spouse's/dependent's, the spouse/dependent may retain group health insurance coverage by continuing to timely make all necessary premium payments.

A retiree health insurance premium co-pay will be effective July 1, 2004 as follows:

< 8 years service credit with the County at time of retirement:	100%
At least 08 years service credit	35%
09 years	30%
10 years	25%
11 years	20%
12 years	15%
13 years	10%
14 years	05%
15 years	00%

An increase in retiree prescription co-pay from \$5.00/Rx, to \$5.00/generic Rx and \$10.00/name-brand Rx will be effective July 1, 2004.

At age 65 every employee/retiree becomes eligible for Medicare coverage. The employee/retiree must timely enroll for both Medicare Part "A" and Part "B." At that time Medicare will be the retiree's (and his/her dependents') primary carrier, to be coordinated with and supplemented by the County's then current group health care plan.

Dental and vision insurance in retirement are not provided by the County's retirement benefit's plan. They are, however, available at full cost to the retiree.

ARTICLE XIX
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, department head or safety representative should be contacted. The following safety policies will be followed by all County employees:

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

Section B: ACCIDENT REPORTING: If an employee suffers a work-related accident/injury, 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 Human Resources Department. If the individual injured is unable to complete the accident form, it will be the responsibility of the immediate supervisor or department head to do so.

The Human Resources Department should be notified by phone as soon as possible after the occurrence of an accident or injury. The Human Resources Department will make a decision as to whether or not an employee should be referred to the County's physicians for examination and/or treatment. For purposes of Workers Compensation insurance coverage, it is essential employees are seen by the County physician rather than their own personal physician and an accident report completed. The Human Resources Department will set an appointment as soon as they are contacted by an employee or 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 Human Resources Department where the appropriate public accident form may be completed.

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

ARTICLE XX
RULES/REGULATIONS AND DISCIPLINARY ACTION

Section A: It is recognized by the parties to this Agreement that the Employers have 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 Employers 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 XXI
NON-DISCRIMINATION

Section A: The Employers and the Union recognize that neither shall discriminate against any employee because of race, color, age, sex, religion, height, weight, disability, marital status, citizenship, veteran status or nationality, nor shall the Employers, 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 XXII
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 in the County Human Resources Department. There is also a secondary personnel file which is maintained by the Court Administrator on each bargaining unit employee. The information contained within the two (2) aforementioned personnel files shall be identical.

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 County employees, and/or by Court visitors. The County will neither permit nor condone sexual harassment in the working environment, and employees who violate the policy will be subject to discipline up to and including discharge.

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

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

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

ARTICLE XXIII 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 Circuit Court shall be closed, employees who are scheduled to work will receive their regular pay for that time.

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 permanent part-time positions either in a job-sharing position or regular part-time position shall be eligible for benefits as follows:

Regular part-time workers are eligible to participate in the County's KALFLEX Benefit Program provided they are regularly scheduled to work at least twenty (20) hours per week. Those individuals must select a minimum life insurance benefit under the KALFLEX system.

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

Section E: TEMPORARY EMPLOYEES: Provided it does not result in laying off a bargaining unit member and/or that any laid off bargaining unit member has already been offered recall, the Employers may hire temporary employees in exigent circumstances and/or to cover for a bargaining unit member absent on an approved leave of absence. The Employers will notify the Union in writing prior to hiring temporary employees and will, upon request, provide the temporary employee's name and start date.

Temporary assignments will be terminated after ninety (90) calendar days, unless the Union approves the assignment to extend beyond ninety (90) calendar days. Temporary employees will not be in the bargaining unit.

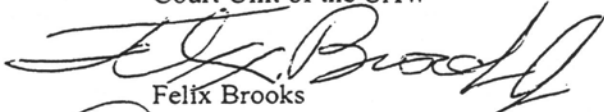
ARTICLE XXIV **TERMINATION**

This Agreement shall become effective as of the 1st day of December 2003, and shall remain in full force and effect until the 31st day of December 2006, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement of its intention to amend, modify or terminate this Agreement.

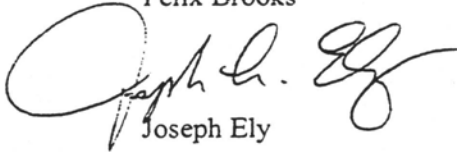
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed
this 14 day of June 2004.

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

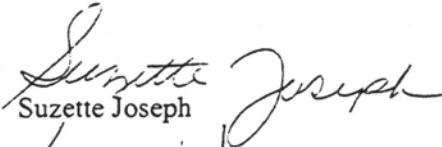
KALAMAZOO COUNTY



Felix Brooks



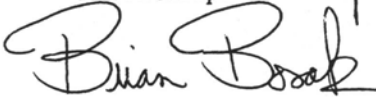
Joseph Ely



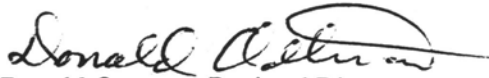
Suzette Joseph



Karen Haupt



Brian Bosak - International Representative



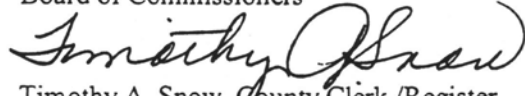
Donald Oetman - Regional Director

J. Richardson Johnson
Chief Circuit Judge



D.J. Buchholtz-Hiemstra, Chairman
Board of Commissioners

6.15.04



Timothy A. Snow, County Clerk / Register

6.15.04

