

A G R E E M E N T

COUNTY OF KALAMAZOO

- and -

MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO,
LOCAL NO. 1677.02

January 1, 2018 – December 31, 2020

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2018 by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer" or "County", and the MICHIGAN COUNCIL #25; AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1677.02, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE

Section 1: The general purpose of this Agreement is to set forth the rates of pay, hours of work and other conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the County, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the County's ability to continue to provide proper services for the community, the County and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 – RECOGNITION AND NON-DISCRIMINATION

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

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

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the

operations of the County and the employees are vested solely and exclusively in the County.

ARTICLE 4 - UNION'S RIGHTS

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

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

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

Section 3: The County will provide a bulletin board in each of the following locations upon which the Union will be permitted to post notices concerning Union business and activities: Michigan Avenue Courthouse, Juvenile Court, Juvenile Home, Administrative Building, Garage, Park Maintenance Shop, Expo Center, Animal Services and Enforcement Office, County Jail Lake Lamont Building, Crosstown Courthouse, Nazareth, Gull Road Justice Complex, and Healy Street Center.

ARTICLE 5 – UNION SECURITY

Section 1: Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may voluntarily continue membership in the Union or voluntarily pay service fees as set forth by the Union after the effective date of this Agreement, and such conditions may continue for the duration of this Agreement, except that employees may

revoke their membership in the Union and discontinue paying membership dues or service fees as set forth in Section (d) below.

- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective but who choose to join after such date, may become members in the Union or pay service fees as set forth by the Union, except that employees may revoke their membership in the Union and discontinue paying dues or service fees as set forth in Section (d) below.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may voluntarily become members of the Union or pay service fees as set forth by the Union. Employees may revoke their membership in the Union and discontinue paying dues as set forth in Section (d) below.
- (d) Employees covered by Article 5 may revoke his/her membership in the Union and discontinue paying dues and/or service fees upon concurrent written notice to the Union and Employer's payroll department. The revocation will become effective after the first full pay period that such concurrent notice was received.
- (e) In the event Public Act 349 of 2012 is either overturned with no further appeals or repealed, the language in Article 5 and Article 6 shall revert back to the language in effect prior to the Act.

ARTICLE 6 – UNION DUES - CHECK OFF

Section 1: Effective the first pay period of the month occurring after the execution of this Agreement, and monthly thereafter, on the first pay period, the Finance Director or designee shall deduct from the pay of all employees who voluntarily authorize in writing such deduction, an amount equivalent to the regular dues of the Union. The Union shall supply the employees with an authorization form approved by the Employer and shall transmit such form to the Office of Finance for the County. Deductions for any calendar month shall be remitted to the designated financial officer of the Union, with a list of employees for whom dues have been deducted within ten (10) working days or as soon as practicable. The Union agrees to indemnify and hold the County and Employer harmless for all claims against the Employer or the County in connection with the check off of dues.

Section 2: The Local Union will be notified by the Employer of the names of employees who cease membership and/or service fee following the end of each month in which the termination took place.

Section 3: An employee who voluntarily becomes a member but does not have his/her dues or service fees deducted from his/her pay will make payment directly to the Union.

ARTICLE 7 - SPECIAL CONFERENCES

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: Definition of Grievance. The term "Grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced according to the time limits established in Section 2, below. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 2: Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure and shall not be considered "working days". The grievance may be withdrawn at any step of the procedure.

Section 3: First Step. An employee who has a grievance must, along with his/her Steward, submit the grievance orally to the aggrieved Employee's Supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The aggrieved Employee's Supervisor shall give the employee an oral

answer to the grievance within forty-eight (48) hours of the employee's work schedule (Saturdays, Sundays and holidays excluded) after the grievance has been presented.

Section 4: Second Step. If the grievance is not settled in the First Step it shall be reduced to writing by the Steward and/or the employee, stating the grievance, the contract provisions alleged to be violated, and the remedy desired, and they shall sign the grievance and submit it to the department head or the employee's immediate supervisor within five (5) regularly scheduled working days after the First Step answer has been received by the aggrieved employee or Union Steward. Upon receipt of the written grievance, the department head or the employee's immediate supervisor shall within five (5) regularly scheduled working days arrange a meeting to be held at a mutually satisfactory time between the aggrieved employee and/or a Union representative. The department head or his/her designated representative shall give the Union representative a written Second Step answer to the grievance within ten (10) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the department head and the Union. If the grievance is settled at this step, the County's copy of the answer shall be signed by the Union representative.

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

Section 6. Fourth Step.

- (a) If the answer at Third Step is not satisfactory to the Union and the Union wishes to appeal the matter to arbitration, it shall notify in writing the County's Human Resources Director of its intent within fifteen (15) calendar days of the Third Step decision from the Employer, and file a Demand for Arbitration with Council #25. AFSCME Council 25's Arbitration Department shall review the grievance on its merits. AFSCME

Council 25 shall notify the Employer of approved cases within 45 days from the notice of intent. Such arbitration hearing shall be held in accordance with the rules of the American Arbitration Association then in effect.

(1) If the Union gives notice of such desire to arbitrate, the parties may jointly request the services of the American Arbitration Association to provide a list of arbitrators in the event the parties do not mutually agree on the arbitrator or another selection process.

(2) When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible.

(3) AFSCME Council 25 Arbitration Department shall coordinate the setting of dates with the County's Director of Human Resources or his/her designee.

- (b) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the County. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the authority to determine if the action of the County is to be sustained or if the employee is to be reinstated with full, partial, or no compensation. The expenses for the arbitrator shall be shared equally between the County and the Union.

Section 7: It is understood and agreed that by mutual agreement, in writing, between the County and the Union, the time limits herein specified may be extended.

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

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

Section 10: Election of Remedy. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or

procedure, in addition to the Grievance Procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. Employees still must adhere to the contract grievance procedure time limits.

This provision shall not be interpreted to prohibit an employee from availing him/herself of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission and pursuing a concurrent grievance. If an arbitrator denies jurisdiction because of the Election of Remedy, the employee may utilize the statutory or administrative remedy.

In the event this Election of Remedy provision is overturned by law or the Courts, with no further appeals, this section shall be modified or removed accordingly.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

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

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

Section 3: Discipline shall be imposed for "just cause" for all non-probationary employees. In imposing the discipline of discharge on a current charge, the County will not take into account any prior infraction which occurred more than two (2) years previously.

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

ARTICLE 10 - SENIORITY

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

Section 2: All new employees shall be probationary employees until they have worked 1040 hours for the County. When a new part time employee is hired, he/she shall be a probationary employee until they have worked 520 hours for the Employer. Overtime worked during the probationary period shall be counted toward the total hours worked for this section at straight time. The purpose of the probationary period is to give the County an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the County without regard to his/her relative length of service.
- (b) Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.
- (c) An employee who was originally hired by the County as a temporary employee, but whose status was changed by the County to that of a regular employee, shall only be required to work 1040 hours starting from the employee's date of hire as a temporary employee, provided that there has been no interruption in the employment relationship between the employee and the County.

Section 3: An up-to-date seniority list shall be prepared by the County and presented to the Union on January 1st of each year or as soon as practicable thereafter or upon request by Union leadership. In compliance with this provision, it shall be deemed to have been accomplished if the County gives the Chapter Chairperson and Secretary-Treasurer of the Union a copy of the seniority list. The Secretary-Treasurer shall be sent names and seniority dates of all new hires every two (2) months.

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

Section 4: An employee's seniority shall terminate for the following reasons:

- (a) The employee resigns, quits or retires;
- (b) The employee is discharged for just cause and not reinstated;
- (c) When, following a layoff, the employee fails or refuses to notify the County within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, to his/her last address of record or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice;
- (d) If he/she is absent for three (3) regularly scheduled working days without notifying the County within such three (3) day period of a justifiable reason for such absence;
- (e) If he/she fails to return to work immediately upon the expiration of an approved leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him from performing his/her responsibilities and duties for the County;
- (f) When a regular full-time or regular part time employee has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months;
- (g) The employee is convicted of or pleads no contest to a high court misdemeanor or felony related to his/her employment; or

- (h) The employee is off work on workers compensation for a period in excess of two (2) years and/or accepts a workers compensation settlement which waives the employee's seniority or employment rights.

Section 5: Seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the County. In reducing the work force, temporary and seasonal, probationary and part-time employees shall be laid off first provided there are employees with seniority who are available, qualified and who have the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work of such employees without training as determined by the employer. Then the least senior employee hired or transferred in the classification affected by the layoff shall be the first employee laid off. The Union and Employer recognize that there may only be one (1) person in each classification affected by the layoff. Therefore, if there is only one (1) employee in the classification and a layoff occurs, that employee will automatically be laid off. The last employee laid off shall be the first employee recalled. Laid off employees may be permitted to bump into a lower job classification in the event the employee has the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the job as determined by the Employer. Laid off employees who may be eligible to bump into a lower job classification shall have five (5) days from the date of the layoff to notify the Employer of their desire to bump.

- (a) In the event of a layoff, an employee so laid off shall be given fourteen (14) calendar days' notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days' notice mailed to his/her last known address shall be provided.
- (b) Part-time employees shall not be permitted to exercise their seniority to displace full-time employees. A full time employee will not be required to bump into a part-time position.
- (c) It is recognized by the parties that certain bargaining unit positions are funded by other sources than regular County funding. If a layoff is necessitated as a result of the curtailment or termination of said funding, the parties agree that the employees in said positions shall be laid off regardless of seniority.
- (d) The Union will have the right to meet and discuss layoff with the Employer prior to the layoff going in to effect.
- (e) An employee displaced from his/her regular classification within a pay grade shall be returned to his/her classification in the appropriate pay grade if he/she so desires when a vacancy occurs in such original classification.

- (f) An employee on layoff status does not have to accept a recall to work to a position which is three or more classifications below the position that the employee held at the time of his/her layoff. However, the employee must accept recall to any position offered if the employee is receiving unemployment compensation from the County at the time of such recall. Further, the employee on layoff status who has refused a recall pursuant to the provisions of this subparagraph only has the right to exercise his/her seniority to return to County employment one time subsequent to such original refusal to return to work.
- (g) The individuals in the positions of Chapter Chairperson and Steward at the time of the layoff shall be retained in bargaining unit positions provided that those individuals have the qualifications and then present ability to satisfactorily perform the duties of the remaining bargaining unit positions.
- (h) An employee will not lose seniority or recall rights if he/she refuses a temporary recall provided:
 - (1) The employee is not collecting unemployment benefits.
 - (2) The employee has another regular job that conflicts with the schedule of the County.

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

- (a) When the County determines that a vacant position will not be posted, it shall notify the Union within five (5) calendar days of such decision. Such notice shall be given not more than thirty (30) calendar days after the occurrence of the vacancy.
- (b) If the vacancy is to be awarded to a bargaining unit member, such action must be taken within thirty (30) calendar days of the posting. If the position is to be awarded to an individual outside of the bargaining unit, the position must be filled within a reasonable period of time. If a decision is made not to fill a vacancy after the posting, the union shall be notified in writing.

- (c) When a vacancy is posted under Article 10, Section 6, the County will, for the convenience of the employees, indicate on the posting the building or site of such vacancy, if applicable. However, it is agreed that movement of employees from one location to another location is the right of management. Management may not make such a move for disciplinary reasons unless the employee has received progressive discipline as outlined in Article 29.
- (d) It is recognized by the parties to this Agreement that as indicated in subparagraph (c), management has the right to assign employees to various locations within the County. When management decides that there is a vacancy in a bargaining unit position, management has retained the right to transfer unit employees before a resulting vacancy is posted.
- (e) Within thirty (30) calendar days after a vacancy in an Animal Control Officer classification is posted, the County will allow employees already in the classification to be assigned a shift preference by seniority. The employees will actually change shifts at such time as management determines that the successful bidder into the classification has been fully trained and is assigned to a shift, which will occur no later than six (6) months after the creation of the vacancy.

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

Section 7: From among those employees who bid on a posting, the County will determine which applicants have met the previously published qualification criteria. If two (2) or more employees are qualified, the County shall award the position to the most senior employee. If no one who has bid on the posting is qualified, the position may be filled by hiring a qualified employee.

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

Section 9: If a present employee is granted the promotion, he/she shall be transferred within thirty (30) calendar days to the new job. And he/she shall be granted a period of forty-five (45) calendar days of work trial period to determine (1) his/her ability to perform the job as determined by the supervisor and (2) taught all phases of the job as

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

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

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

ARTICLE 11 - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a strike, slowdown or any other concerted interference, to include mass reported illnesses or other contrived excuses for absences, with the operations of the County. The County agrees that it will not lock out the employees.

ARTICLE 12 - TEMPORARY ASSIGNMENT

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

- (a) The County shall transfer the most senior employee meeting the required qualifications who is then in the job classification from which such transfers are normally made. In the event the most senior employee is denied the temporary transfer, reasons for the denial shall be given in

writing to the employee with a copy given to such employee's steward. In the event the most senior employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure beginning at the Second Step.

- (b) Any employee temporarily transferred to a higher position and/or classification shall remain in said position for the entire period of absence of the regular employee. However, absences by the temporarily transferred employee will be paid (if he/she qualifies for pay) at his/her regular pay rate, not at the pay rate of the higher position or classification to which he/she was temporarily transferred.
- (c) Any bargaining unit employee with County status placed in a temporary assignment shall be included in the overtime rotation affecting that assignment after the thirtieth (30th) calendar day of said temporary assignment.

ARTICLE 13 - CHANGES IN CLASSIFICATIONS

Section 1: If, during the life of this Agreement, a new job classification is created in the bargaining unit, the County shall establish the rate of pay and requirements therefor along with notifying the Union of its decision. During the first thirty (30) calendar days after the Union has been notified of the new job classification and the rate assigned thereto, the Union shall have the right to initiate negotiations with respect to such rate. If no such request is filed within the thirty (30) calendar day period, the rate of pay and requirements will become permanent as established by the County.

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

ARTICLE 14 - LEAVES OF ABSENCE

Section 1: Witness and Jury Duty. A full-time employee who is summoned for jury duty or subpoenaed to testify as a witness in an employment related matter shall be granted a leave of absence with full pay, less the amount received by the employee for such service.

A full-time employee who is subpoenaed to testify as a witness in a non-employment related matter will be granted a leave of absence, but will be required to use annual leave, or compensatory time for their absence, if available; otherwise the leave of absence shall be without pay.

- (a) The employee shall be expected to be at work at all regularly scheduled hours when not serving. If the employee is excused from serving or testifying with at least one hour left in the work day, the employee may be required to return to work.
- (b) The employee must notify the Employer of such juror duty or witness testimony as soon as practicable.
- (c) An employee who does not lose time from his/her regularly scheduled work thereof, but who nevertheless has performed jury duty within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request may have the amount of time off from his/her regularly scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period.

Section 2: Military Leave. The Employer will continue to abide by all State and Federal laws pertaining to Military Leave. To the extent the following is consistent with current law the Employer will provide:

- (a) Military Leave for Reserve Duty. An employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by his/her commanding officer. A full-time employee shall be paid by the County the difference between the amount received for the training and his/her full salary.
- (b) Any full-time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days.

Section 3: Human Resources (“HR”) Special Leave. A HR Special Leave is a leave not covered under FMLA or short/long-term disability. An employee may apply for HR Special leave (without pay) for a period of up to 90 days, for:

1. A death in their immediate family,
2. Adoption, birth of child,
3. Medical reasons, and/or
4. Caring for the employee's spouse, dependent son, dependent daughter or parent who has a serious health condition.

All HR Special Leave requests shall be specific as to their duration. Granting of such leave shall be the discretion of the Human Resources Director or his/her designee.

If the leave is granted; seniority shall be retained and accumulated during the period of leave. The employee will not accrue any paid leave time, such as annual or sick leave time. While on leave, the employee's County insurance benefits would continue as long as the employee pays their portion of the premium while on leave.

If the employee has not been reinstated within 90 days after the commencement of the leave, employment status may be terminated. Employees who fail to return from a leave will be obligated to reimburse the County for the cost of County-paid health coverage. Section 4: Union Business. The Employer shall make every reasonable effort to allow employees in the Chapter time off without loss of pay during scheduled working hours to attend Union conventions, Union educational functions, Union schools and/or conferences or other authorized Union functions, subject to the following conditions:

Available to the unit each year are a net total of seven (7) days with pay which, with fifteen (15) days' notice, when possible, but not less than five (5) days' notice to their supervisor, may be utilized by up to two (2) people who have been elected or selected by the unit to attend functions of the Council or international union and for participation in the Local's yearly audits.

Section 5: Medical Leave. The Employer shall comply with the Family and Medical Leave Act of 1993 (FMLA), as amended. To the extent the following is consistent with the FMLA the Employer will provide:

For purposes of Sections 6 and 7 of this Agreement, the following definitions apply:

Eligible employee - one who has regular status, has been employed minimally for twelve (12) months, and worked 1,250 hours during the twelve (12) month period immediately preceding the leave. An eligible employee who takes a leave under this policy is guaranteed to return to the job that he/she left if the leave time does not exceed twelve (12) weeks in any twelve (12) month period, measured backward from the date the leave began.

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

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

The Family and Medical Leave Act of 1993 provides reasonable leave for employees with a serious health condition. Any request for medical leave of absence must include a supporting physician's statement, which includes the employee's inability to perform his/her job functions. A verification from the physician as to the severity of the illness or

condition, when it commenced, its probable duration, and the medical facts surrounding the illness or condition is required. A second opinion may be required at the County's expense. If a conflicting opinion is received, a third opinion may be obtained from a physician selected jointly by the County and the employee, at the County's expense.

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

All requests for Medical Leave of Absence must be approved by Human Resources. Upon approval by Human Resources, a department may fill the vacancy created by the medical Leave of Absence. The employee granted a Medical Leave of Absence is guaranteed reinstatement to the same or an equivalent position which he/she held prior to the leave, if the leave does not exceed twelve (12) weeks. An employee, before returning to his/her duties from an illness of over five (5) consecutive working days, shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to Human Resources.

For those employees whose leave exceeds twelve (12) weeks, every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, regular status will be terminated.

Section 6: Family Leave. The Employer shall comply with the Family and Medical Leave Act of 1993 (FMLA), as amended. To the extent the following is consistent with the FMLA the Employer will provide:

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

The Family and Medical Leave Act of 1993 provides that up to twelve (12) weeks leave without pay (with pay if accrued annual leave available) may be taken by an eligible employee for the birth, adoption, or foster care of a child, or the serious health condition of the employee or a qualifying family member.

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

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

When possible, employees are required to give a minimum of thirty (30) days notice if they intend to take leave under this policy. If thirty (30) days is impossible, given the

nature of the situation, as much notice as practicable is required. If the leave is for the employee's own serious health condition, or to care for a family member with a serious health condition, the employee's or family member's health care provider must provide written medical certification.

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

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

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

Section 7: Part-time Employees. ARTICLE 14, Sections 1-6, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 15 - SICK LEAVE

Section 1: Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is NOT a means by which an employee can earn additional days off.

Section 2: Each regular, full-time employee of the County shall accrue three (3) hours as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the County. Sick leave may be accumulated to a maximum of sixteen hundred (1600) hours.

Section 3: A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty (50%) percent of the total number of sick leave days accrued but such payment may not exceed eight hundred (800) hours. As a result of

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

Section 4: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the department head, with the concurrence of the Director of Human Resources in the following instances:

- (a) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of sickness or injury.
- (b) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When emergencies (medical or dental) exist in the employee's immediate family (spouse, children, or parents) who may or may not reside in the employee's household or another relative residing in the employee's household, and for the employee's emergency dental or medical appointments provided such emergency is substantiated to the satisfaction of the County, failure to make diligent effort to notify employee's appropriate departmental supervisor may result in loss of pay.
- (d) To care for family members living in the employee's home who are ill or injured
- (e) For any absence for which the employee qualifies for FMLA leave.

Section 5: When death occurs in the employee's immediate family (spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepfather (one only), stepmother (one only) and any persons for whom

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

Section 6: The County reserves the right to have any sick leave substantiated when such sick leave appears to be a pattern or of concern to the Director of Human Resources. Falsification of such evidence shall be cause for dismissal.

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

Section 7: An employee before returning to his/her duties from an illness of over five (5) consecutive working days shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to the Director of Human Resources.

Section 8: Part-time Employees. ARTICLE 15, Sections 1-7, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 16 – WAGES, HOURS AND RE-OPENER

Section 1: Effective the first full pay period after January 1, 2018, the pay rates for each classification covered by this Agreement will increase by 1.75% as set forth in the attached Salary Schedule. Step increases will be provided pursuant to County policy.

The attached Salary Schedule includes the 2.25% wage increase to all steps of each classification agreed to by the parties during the first re-opener for the prior Agreement effective January 1, 2016; and the 2% wage increase to all steps of each classification agreed to by the parties during the second re-opener of the prior Agreement, effective January 1, 2017.

Section 2: Agreement re-openers. On or after August 1, 2018, either party may choose one issue for a re-opener, to take effect on or after January 1, 2019, by giving notice to the other party no later than September 30, 2018. If the issue for a re-opener is

not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020. On or after August 1, 2019, either party may choose one issue for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than September 30, 2019. If the issue for a re-opener is not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020.

Section 3: Full-time employees shall be entitled to a fifteen (15) minute paid break period at or near the midpoint of the first half of their workday and a fifteen (15) minute paid break period at or near the midpoint of the second half of their workday. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspects of the job then being performed have been completed.

Section 4: Employees shall be required to be ready to start work at their starting time and shall be required to remain at work until the end of their work day. Each employee shall be entitled to an unpaid lunch period.

- (a) Animal Control Officers in the Animal Services & Enforcement Department shall receive a one-half hour paid lunch period. Such lunch period will be taken pursuant to work rules established by the Department.

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

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

Section 7: Employees assigned to perform chemical applications and playground inspections must be appropriately certified. Only the two most senior qualified employees assigned chemical applications in each department and the two most senior

qualified employees assigned playground inspections in the Parks Department will be eligible to receive a \$250 bonus to be paid no later than November 15 of each year.

ARTICLE 17 - WORK WEEK

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

- (a) A department may establish different work hours or a different work week provided that said department has the concurrence of a majority of the affected bargaining unit members.
- (b) It is recognized by the parties that certain employees of the Animal Services & Enforcement Department are already being scheduled to work four ten-hour days during either all of the work year or certain parts of the work year and that Expo Center Operators of the Parks Department are being scheduled to work four consecutive ten hour days during all or part of the work year. This fact is recognized by the parties to this Agreement and the parties have made certain changes in the contractual provisions of this Agreement to reflect such different work hours. Whenever this contract is interpreted, it shall be interpreted as to the work schedule of the affected employee or employees.

Section 2: ON CALL coverage for after-hours emergency calls will be on a voluntary basis. When volunteers are unavailable, ON CALL coverage will be by mandatory rotation of all Animal Officers.

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

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

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

ON CALL Officers shall respond to the following calls:

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

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

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

Section 3: Two Animal Control Officers will be scheduled during all regular hours of operation at all times.

ARTICLE 18 – OVERTIME AND EQUALIZATION OF OVERTIME HOURS

Section 1: Employees shall be responsible for reporting all time worked on the required payroll system. In no case may an employee falsify or alter his/her or another employee's payroll information. Any employee who violates this policy will be subject to discipline up to possible discharge.

Section 2: Overtime Pay and Compensatory Time. In accordance with the Fair Labor Standards Act (FLSA), non-exempt employees shall be paid for all hours worked in a Saturday through Friday calendar week, including hours worked in excess of an employee's regularly scheduled work week. The additional work hours, however, shall be performed through the authorization of the employees supervisor, department director, or his/her designee. Employees working unauthorized hours in excess of their regularly scheduled work shift shall be subject to disciplinary action.

- (a) In conjunction with an employee working additional hours in excess of his/her regularly scheduled work shift, the employee's supervisor or department director, or his/her designee, may request that the employee "flex" his/her regularly scheduled work week, in a Sunday through Saturday calendar week, prior to the employee exceeding his/her authorized FTE hours for the week. Such "flex" may occur only if it is mutually agreed upon by the employee and the employee's supervisor and/or department director.
- (b) Overtime pay shall be calculated at one and one-half (1.50) times the hourly rate of the non-exempt employee for hours worked in excess of their shift

schedule (excluding annual leave, sick leave and compensatory time used) as follows:

- (1) For all hours over eight (8) in one work day for employees regularly scheduled for eight (8) hour shifts; or
- (2) For all hours worked over ten (10) in any one work day for employees regularly scheduled for ten (10) hour shifts.

Overtime will be calculated in 15 minute increments by rounding time worked to the nearest quarter hour in any one day. Employee time from 1 to 7 minutes will be rounded down, and thus not counted for hours worked, Employee time from 8 to 14 minutes will be rounded up and counted as a quarter of an hour worked.

- (c) Employees volunteering for snow crew will receive 30 minutes of travel time each morning in which they are called into work to remove snow. This time is to be added to the hours worked for the day and is to be paid at the overtime rate identified above.
- (d) Payment for overtime and/or accrued compensatory time shall be limited to non-exempt employees.
- (e) Non-exempt employees may accrue compensatory time at one and one-half (1.50) times the hourly rate of the non-exempt employee for hours worked in excess of their shift schedule (excluding annual leave, sick leave and compensatory time used) as follows:
 - (1) An employee's request to use available compensatory time off must be made seventy-two (72) hours in advance to the employee's supervisor. No hours may be taken before they are earned, i.e. in anticipation of future overtime.
 - (2) Compensatory time in lieu of payment for additional work hours shall be accrued:
 - (i.) For all hours over eight (8) in one work day for employees regularly scheduled for eight (8) hour shifts; or
 - (ii.) For all hours worked over ten (10) in any one work day for employees regularly scheduled for ten (10) hour shifts.

- (3) Compensatory time in lieu of payment for additional work hours will be calculated in 15 minute increments by rounding time worked to the nearest quarter hour in any one day. Employee time from 1 to 7 minutes will be rounded down, and thus not counted for hours worked, Employee time from 8 to 14 minutes will be rounded up and counted as a quarter hour of work time.
- (4) Use of compensatory time as scheduled time off shall occur when administratively feasible as authorized by the employee's manager.
- (5) Compensatory time shall be limited to 60 hours of total accrual (based upon 40 hours of excess work for a full-time employee) during a quarter-year; unused compensatory time shall be paid out on the last pay date ending in March, June, September, or December for each respective quarter at the employee's rate of pay for the payout period.
- (6) Upon separation from County service, unused compensatory time shall be paid out in accordance with the FLSA, and shall not be used to extend an employee's length of service nor postpone an employee's termination date.

Section 3: Overtime hours will be distributed as follows:

(a) Parks Department

Overtime will continue to be performed by classification. If no one volunteers for such overtime, the employee with the least amount of seniority will be required to work.

Park Manager work will be offered in this sequence:

1. Park Manager
2. Parks Maintenance
3. Expo Center Operator
4. Other Parks Department employees within the bargaining unit.

Expo Center Operator work will be offered in this sequence:

1. Expo Center Operator
2. Custodian

3. Parks Maintenance
4. Other Parks Department employees within the bargaining unit.

Maintenance work will be offered in this sequence:

1. Parks Maintenance
2. Expo Center Operators
3. Custodian
4. Other Parks Department employees within the bargaining unit.

Custodian work will be offered in this sequence:

1. Custodian
2. Expo Center Operators
3. Parks Maintenance
4. Other Parks Department employees within the bargaining unit.

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

(b) Animal Services & Enforcement Department

Animal Control Officers will continue to rotate for the purposes of equalization of overtime hours. The two (2) positions in the Kennel will continue to rotate for purposes of equalization of overtime hours. Should members of the kennel staff decline voluntary overtime within the kennel, it shall then be offered to the Animal Control Officers starting with the officer with the least number of overtime hours. Should members of the officer staff decline the voluntary overtime, the overtime shall become involuntary and the kennel worker with the least amount of overtime hours will be mandated.

However, it is understood that situations may arise resulting in manpower shortages necessitating in mandatory overtime for officer staff to perform kennel duties.

Employees of the Animal Services & Enforcement Department on probationary status are not eligible for on-call assignments.

(c) Building and Grounds Department

A same-day overtime list for Custodians will be created and maintained to provide for coverage of overtime needs that are not known until the day on which the overtime is needed. All Custodians will be included on the list unless they submit a signed form to their immediate supervisor indicating that they do not want to work such overtime assignments.

If an employee desires to revoke this election, he/she may do so by submitting a signed form to his/her immediate supervisor.

Any revocation will not be effective until the next pay period following its submission.

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

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

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

Section 4: An unforeseen need for an employee to continue a specific job being performed immediately prior to the end of his current shift shall be considered a continuation of overtime, and the employee performing such work shall be required to complete the work unless the employee has an objective compelling reason for refusing the work. Such overtime shall be added to the equalization list.

Section 5: The Master list relative to overtime equalization will continue to integrate all overtime opportunities as well as all overtime opportunities which have been rejected by an employee.

Section 6: When it is necessary to require overtime on regularly scheduled days off, the County will endeavor to give the affected employee(s) 24 hours advance notice,

except in cases of emergency. If an employee feels aggrieved under this provision, it will be a proper subject for the Grievance Procedure starting at the third step.

Section 7: All appropriate records relative to the utilization of overtime shall be updated and posted by the County each two (2) week pay period. These records shall indicate overtime worked and overtime charged as a result of refused overtime.

ARTICLE 19 - WORKERS' COMPENSATION

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

ARTICLE 20 - UNEMPLOYMENT COMPENSATION

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

ARTICLE 21 - ACCIDENT REPORTING

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

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

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

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

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

form, it will be the responsibility of the immediate supervisor or department head to do so.

ARTICLE 22 - HOLIDAYS

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

- | | | |
|----|------------------------|-----------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Memorial Day | Last Monday in May |
| 3. | Independence Day | July 4 |
| 4. | Labor Day | First Monday in September |
| 5. | Thanksgiving Day | Fourth Thursday in November |
| 6. | Day after Thanksgiving | Fourth Friday in November |
| 7. | Christmas Eve | December 24 |
| 8. | Christmas Day | December 25 |

Section 2: When any holiday enumerated above falls on Sunday, the immediately following Monday shall be observed as the holiday. When any enumerated holiday falls on Saturday, the immediately preceding Friday will be observed as the holiday.

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.

Section 3: If an employee is assigned to work a holiday, he/she shall receive, in addition to the aforementioned holiday pay, time and one-half the employee's regular hourly rate for all hours worked on said holiday.Section 4: In the Parks Department, employees shall observe the holidays on the above dates if the holiday falls on the employee's regularly scheduled day of work. For employees who regularly work a shift other than Monday through Friday, when a holiday falls on an employee's first regularly scheduled day off, then the preceding regularly scheduled work day shall be observed as the holiday. If the holiday falls on an employee's second regularly scheduled day off, the next regularly scheduled work day shall be observed as the holiday.

Section 5: Part-time Employees. ARTICLE 22, Sections 1-4, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after

April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 23 - ANNUAL LEAVE

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

Section 2: Every continuing full-time employee in the County classified service shall be entitled to annual leave with pay of four (4) hours for each completed biweekly work period of service.

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

- (a) For five or more, but less than ten years, 24hours annually.
- (b) For ten or more but less than fifteen years, 40hours annually.
- (c) For fifteen or more, but less than twenty years, 56hours annually.
- (d) For twenty or more years, 72hours annually.

Section 4: No annual leave shall be authorized, accrued or credited in excess of 360hours. When an employee is separated from County service and such employee has completed a one (1) year employment period, he/she shall be paid at his/her current rate of pay for his/her unused annual leave, not to exceed 240 hours. An employee's leave balance will be reported on his/her paycheck stub.

Section 5: Employees who transfer from one County Department to another shall have their balance of leave time transferred to the new department.

Section 6: When an employee is separated from County classified service and such employee has completed thirteen (13) biweekly work periods, he/she shall be paid at his/her current rate of pay for his/her unused credited annual leave, but in no case in excess of 240 hours. Annual leave shall not be allowed in advance of being earned. For the employees hired after 1-1-86, the payoff of any accrued annual leave at the time of retirement shall not be included in the calculation of final average compensation for retirement purposes.

Section 7: Although the County reserves the right to allocate annual leave, it is agreed that an effort shall be made to schedule annual leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take his/her annual leave one day at a time unless otherwise approved by the department head. An employee may utilize annual leave only with the prior approval of the department head. Employees will not be allowed to use annual leave to extend their seniority upon resignation, retirement, or discharge.

Section 8: Part-time Employees. ARTICLE 23, Sections 1-7, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

Section 9: On January 1st of each year, all regular bargaining unit employees will receive 48 hours of annual leave.

ARTICLE 24 – HEALTH INSURANCE

Section 1: Effective as soon as practicable on or after April 1, 2014, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time. The Employer shall comply with all applicable COBRA rules and regulations.

Section 2: In situations where a bargaining unit member's spouse is a full-time employee of the County within this bargaining unit, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

Section 3: In situations where a bargaining unit member's spouse is a full-time employee of the County outside of this bargaining unit, the bargaining unit member shall be assigned coverage as a "dependent," unless prohibited by the insurance carrier.

Section 4: A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

Section 5: Effective as soon as practicable on or after April 1, 2014, the Employer shall provide the same payment in lieu of health insurance coverage benefits, under the same

terms and conditions, as non-union employees receive, which may change from time to time.

Section 6: Part-time Employees. ARTICLE 24, Sections 1-5, shall not apply to employees hired into or transferring into a part time (**less than .75 FTE**) position after April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first.

ARTICLE 25 – DISABILITY INSURANCE

Section 1: Each regular bargaining unit employee who works thirty-two (32) hours per week or more, shall be eligible for the County's Short-Term/Long-Term Disability Insurance under the same terms and conditions as non-union employees receive, which may change from time to time. Each regular bargaining unit employee who works thirty-two (32) hours per week or more, shall be eligible for the County's Short-Term/Long-Term Disability Insurance Program on the first day of the month that is at least forty-five (45) days after the employee's first day of work, if the employee has been continuously employed during that period.

Section 2: 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 for illness and zero (0) days for accidents provided the employee has exhausted his/her personal accumulation of sick leave. A disabled employee is eligible for approximately sixty (60%) percent of his/her regular salary. Leave time cannot be used to supplement disability payments. An employee may opt to use accumulated compensatory, personal or vacation leave to continue 100% of salary before the disability payments begin. All other terms and conditions of such insurance are contained within the insurance contract between the County and the insurance provider, which may change from time to time.

Section 3: The Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for three (3) months. A disabled employee is eligible for 66.67% of his/her regular salary with offsets for family Social Security Disability Insurance and/or other income provided the employee has exhausted his/her personal accumulation of sick leave for a maximum term of 5 years. Leave time cannot be used to supplement disability payments. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 4: 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 premiums during this period

which shall not exceed a maximum term of 5 years. Such coverage will continue for the employee as long as he/she pays his/her portion of the applicable insurance premiums during the long-term leave. The employee on long-term disability will pay a health premium equal to active employee premium sharing; the premium share percentage is subject to the same increase/decrease as active employees. County continuation of health care coverage is limited to 24 months, beginning with the onset of the long-term disability benefits. After 24 months, health coverage would be terminated and insurance continuation would be offered to the employee. An extension of health coverage will be granted if proof of applying for Social Security Disability and, subsequently, Medicare benefits is provided to the County. The County will extend health coverage until all appeals through Medicare are finalized. While covered, the County will pay for the employee's health insurance only; the employee may continue dental, vision, and/or dependent health, dental and/or vision coverage at 100% his/her expense.

Section 5: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in this Agreement.

Section 6: Employer shall comply with all applicable Federal and State laws pertaining to employee disability.

Section 7: Part-time Employees. ARTICLE 25, Sections 1-6, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 26 – RETIREMENT PLAN

Section 1: New employees, upon hiring will sign an application to participate in the Kalamazoo County Employee Retirement System as provided for in a resolution adopted by the Board of Commissioners on March 1, 1960, and as amended (“Retirement Plan”). The multiplier to be utilized in pension plan computations for employees hired prior to January 1, 2015, shall be 2.5%. For employees hired on or after January 1, 2015, the multiplier to be utilized in Retirement Plan computations shall be 2.0%. Members of the Retirement Plan, hired on or before June 30, 2009, who have attained or attain age sixty (60) years and have eight (8) or more years of credited service (age 55 with 25 years) may retire if such application is made in compliance with the conditions set forth in the Retirement Plan. The County shall pay the full cost of the Retirement Plan.

Bargaining unit employees who retire from the County will be provided with the same health insurance benefits and premium cost-sharing in retirement as other non-represented County employees.

Employees hired on or after July 1, 2009 will be eligible for normal retirement benefits if they retire after attaining age sixty-five (65) with at least eight (8) years of service. They will be eligible to retire with a reduced benefit if they retire after attaining age sixty (60) with at least eight (8) years of credited service. This reduction in the benefit will not apply to an employee hired on or after July 1, 2009 who retires after attaining age sixty (60) with at least twenty-five (25) years of credited service.

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

Section 3: For all employees hired on or after April 1, 2014, the County will not provide retiree health insurance.

ARTICLE 27 - UNIFORM ALLOWANCE

Section 1: Uniforms required by Animal Services & Enforcement, Building Maintenance and Parks Departments will be supplied and maintained by the County. Each employee who is required to wear safety shoes shall, upon submitting proof of purchase, be reimbursed by the County up to \$125 every calendar year. Animal Control Officers and Snow Crew employees shall, upon submitting proof of purchase, be reimbursed by the County up to \$125 every calendar year for winter boots as long as these employees have not been reimbursed for safety shoes during the same calendar year. Employees may, if they choose, utilize the yearly \$125 allowance for repair of safety shoes/winter boots in lieu of purchasing new safety shoes as provided above. To the extent an employee is required to wear prescription safety glasses, each employee shall, upon submitting proof of purchase, be reimbursed by the County up to \$100 every calendar year.

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

ARTICLE 28- TUITION REFUND POLICY

Section 1: The County shall pay 100% of tuition to a maximum of \$2,000 per year to regular full-time employees taking approved courses, as outlined in a more detailed policy statement available from the Human Resources Department. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for other reasons, will be beneficial to the employee and the County. All courses shall be approved by the Director of Human Resources prior to issuance of the tuition reimbursement.

ARTICLE 29 - LONGEVITY COMPENSATION PLAN

The Longevity Compensation Plan was eliminated on December 31, 2014, and no longevity payments shall be paid thereafter.

ARTICLE 30 - MAINTENANCE OF DISCIPLINE

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

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

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

ARTICLE 31 - GENERAL

Section 1: The County agrees to make available and provide to each employee an electronic copy or upon request to the Human Resources Department a hard copy of this Agreement.

Section 2: All hours paid to an employee shall be considered hours worked for the purpose of computing benefits under this Agreement, such as sick leave, vacation leave, and personal business leave. However, for the purpose of eligibility for overtime pay, overtime pay shall be calculated on hours worked (including holiday, personal, and vacation leave, but excluding sick leave and compensatory time used during regularly scheduled shifts) over forty (40) hours in a Saturday through Friday calendar week.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement

shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the County and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

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

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

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

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

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

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

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

Seasonal employees are employees who perform duties of a seasonal nature which occur annually April through October at Coldbrook, Prairieview, River Oaks, Markin Glen, KRV Trail, and Scotts Mill Parks. In addition, employees hired to perform lawn and

garden work in the Building and Grounds Department and the Expo Center shall be deemed to be seasonal employees. Winter seasonal employees may also be hired to perform the limited duty of locking and unlocking gates and designated restrooms at the above listed parks during the period of November through March. It is further agreed and understood by the parties that the utilization of winter seasonal employees shall not cause the displacement or replacement of regular park employees, nor cause the layoff or reduction of hours of any park employee.

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

The parties agree that Irregular Events Attendants may be utilized for events at the Expo Center to assist regular bargaining unit employees with event preparation and set-ups, assist during events, and assist in event clean-up. The utilization of Irregular Events Attendants will be to assist regular Expo Center employees and such use shall not cause the displacement or replacement of regular Expo Center employees, nor cause the layoff or reduction of hours of any Expo Center employees. Compensation for regular Expo Center employees who "lead" Irregular Events Attendants is outlined in Appendix A. Section 2 of the Collective Bargaining Agreement.

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

Section 11: For purposes of this Agreement, the term "regular part-time employees" shall mean any regular bargaining unit member whose normally scheduled work week is less than .8 FTE . This does not include the temporary employees and seasonal employees identified in Article 31, Section 10.

Section 12: Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program under the same terms and conditions, as non-union employees, which may change from time to time. Participation by individual unit members is completely voluntary. Individual participant results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for

the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.

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

Part-time Employees. Section 12, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

Section 13:

- A. Drug-Free Workplace.** In order to provide a safe, healthy, productive environment for members of the public doing business with the County and for County employees, the County insists upon a workplace free of drugs, alcohol and illegal controlled substances. To ensure a safe and efficient work place, Kalamazoo County will strictly enforce the following rules:
1. Employees in safety-sensitive positions or performing safety sensitive functions (such as, but not limited to, law enforcement, corrections, dispatchers, nurses, medical providers, DOT drivers or employees operating county vehicles or heavy equipment) are prohibited from being under the influence of a legally prescribed medication which adversely impairs their ability to work in a constant state of alertness and in a safe manner.
 2. No employee shall possess, distribute, use or be impaired by alcohol or illegal prohibited drugs on Kalamazoo County property, while on Kalamazoo County business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances under State or Federal law that are illegal to sell or possess. Drugs include not only illegal drugs but legally obtainable drugs that have not been legally obtained.

3. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is absolutely prohibited.
4. Where management has reason to believe that an employee may be under the influence of drugs or alcohol, Kalamazoo County, at its discretion, may require the employee to submit to breath, urine or blood testing, at Kalamazoo County's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.
5. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation occurring in the workplace must report such conviction to their supervisor within five (5) days of the conviction.

B. Violations. Employees found to be in violation of this policy, including testing positive for a drug, illegal controlled substance or alcohol, will be subject to disciplinary action up to and including discharge for a first offense and/or other remedial measures the individual circumstances warrant.

C. Violations of Law. Employees are required to notify the Department Head/Court Administrator/Elected Official and the Human Resources Director no later than five (5) days after a charge of any violation of a drug or alcohol criminal statute. The employee must also notify the Department Head/Court Administrator/Elected Official and the Human Resources Director no later than five (5) days after a conviction of any violation of a drug or alcohol criminal statute.

D. Testing.

1. Any employee who is exhibiting suspicious behavior or activity that is consistent with the use of illegal drugs or alcohol may be subject to drug testing paid for by the County ("Reasonable Suspicion" testing).
2. Accident or Unsafe Practice Testing. The County is committed to providing a safe and secure work environment as well as a safe and secure environment for the County program participants. Employees involved in on-the-job accidents or who engage in unsafe on the duty job related activities that pose a danger to others or the overall operation of the County may be subject to screening and confirmation testing. Based on the circumstances of the accident or

unsafe act and pursuant to State and Federal law, the employee's supervisor or the Human Resources may initiate laboratory testing when such circumstances involve:

- a. An on the job accident that causes an injury to the employee or another person requiring medical attention other than on-site first aid;
 - b. A death or personal injury involving immediate hospitalization;
 - c. Any employee involved in a workplace accident or that results in property damages; or
 - d. A motor vehicle collision
3. Employees holding a CDL may be required to undergo random testing to the extent required by applicable state or federal law.
 4. An employee who refuses or fails to fully participate in the drug and alcohol testing process will be deemed to have tested positive.
 5. All testing will be paid for by the County. Employees will be paid for all time necessary for the administration of the test and such time will be considered as time worked for purposes of wages, overtime and other benefits.
 - a. When an employee is directed to submit to a test based on reasonable suspicion, the employee will not drive a vehicle to the testing site and will not perform any additional work on the day of the test. The County will provide transportation to and from the testing site and pay the employee for the remainder of the day.
 - b. In the case of urine testing, the laboratory used must be a certified lab selected by the County. No disciplinary action shall be taken based on the initial EMIT test, but may only be taken after confirmation test results. A positive specimen will be maintained pursuant to the protocols of the laboratory. Negative test results will be destroyed.

The detection level for alcohol is 0.04% of Blood Alcohol Content.

E. Confirmed Positive Drug or Alcohol Test.

1. An employee who has a confirmed positive test for illegal or controlled drugs (not prescribed by a treating physician) shall be subject to discipline up to and including employment discharge.
2. If an employee registers a blood alcohol level (B.A.C.) of 0.04% or greater, the employee shall be immediately removed from duty and will not be allowed to return to work for at least twenty-four (24) hours. The employee shall be required to register a B.A.C. of less than 0.02% before resuming his/her duties. The employee is also subject to discipline, up to and including employment discharge.
3. An employee with a confirmed positive test who is at the discretion of the County or Elected Official not discharged will be required as a condition of continued employment to complete the course of treatment established for him/her through the Employee Assistance Program (EAP), will be required to sign an authorization permitting the EAP or any service providers to confirm whether or not the employee has completed the established course of treatment, and will be subject to random drug tests for a period of not less than 12 months.
4. The employee will be notified promptly by the County of the results of the test. All records from the testing agency showing a test result will be considered confidential and will be shared only with persons involved in decisions concerning the affected employee.

F. Medical Marijuana. The Michigan Medical Marijuana Act, MCL 333.26421 *et seq.*, permits the manufacturing, possession and use of marijuana under limited circumstances to address certain debilitating medical conditions. However, the use of medical marijuana while working or being under the influence of medical marijuana while working is strictly prohibited even for those staff who are legally qualified for the use of medical marijuana under the Act, MCL 333.26427(b)(1) and (c) (2). A violation of this Drug-Free Workplace policy will result in discipline; including termination of employment.

G. Self-Recognized Substance Abuse Dependence.

1. Employees with drug or alcohol dependency issues which have not resulted in, or are not the immediate subject of, disciplinary action

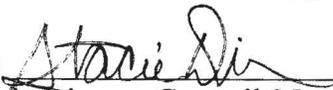
may request a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test).

2. The employee must enroll in a County recognized rehabilitation or treatment program for the leave to be granted. The employee will pay the cost, if not covered by insurance.
3. Absences for rehabilitation treatment for substance abuse may be counted against an employee's FMLA leave entitlement. When FMLA leave is taken for purposes of alcohol/drug rehabilitation, the employee must concurrently first exhaust accrued sick time. The employee may choose to use compensatory and annual leave, with notification to their supervisor via the "Family and Medical Leave Notice of Absence" form.
4. Upon successful completion of the rehabilitation program, and upon passing an appropriate drug or alcohol test, the employee will be returned to work. After returning to work, the employee will remain on probation for one (1) year. During this probationary period, the employee will be subject to unannounced testing. Should the employee test positive, s/he will be subject to disciplinary action, up to and including termination.
5. If the employee fails to adhere to the requirements of the program or successfully complete the program, s/he may be subject to discipline, up to and including termination.

ARTICLE 32 - DURATION

Section 1: This Agreement shall become effective as of the 1st day of January, 2018, and shall remain in full force and effect through December 31, 2020. It is agreed by the parties that if either party requests negotiations for a successor Agreement prior to the period 60 calendar days before the expiration date of this Agreement, then such negotiations will commence as soon as possible.

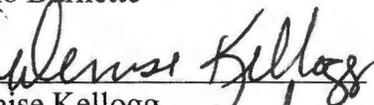
MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL NO. 1677.02:

By: 
Stacie Dineen, Council 25

Date: 4/19/2018

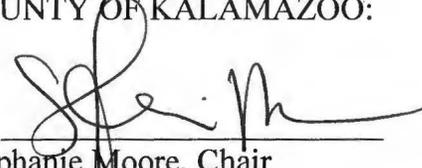
By:  Date: 4-27-18
Scott McDonald, Chapter Chair

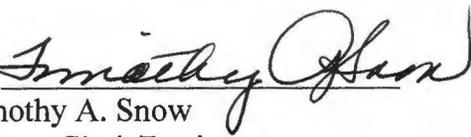
By:  Date: 4-19-18
Gino Burnette

By:  Date: 4-26-18
Denise Kellogg

By:  Date: 4-26-18
Jeff Kirk

COUNTY OF KALAMAZOO:

By:  Date: 3-20-18
Stephanie Moore, Chair
Board of Commissioners

By:  Date: 3-20-18
Timothy A. Snow
County Clerk/Register

APPENDIX A

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

Section 2: The parties have agreed that when the Parks Department shall designate one or more Expo Center Operators as "crew leaders" when Irregular Events Attendants, temporary, government funded, or seasonal employees are being utilized. Such individuals shall receive an additional fifty (\$.50) cents per hour for such designated work.

APPENDIX B – LEAD PARK MANAGER

Section 1: Pursuant to the provisions of Article 13 of the current agreement, the Union acknowledges the County has created a new Job Assignment/Classification known as the Lead Park Manager. The rate of pay for this position shall be fifty cents (.50) per hour higher than the rate the individual selected for this position would normally receive on the contract pay scale.

Section 2: The parties hereby modify and amend the current agreement with the addition of the following:

Article 10 Section 13: Notwithstanding any provision of this agreement, the County shall have the right to select the individual who fill the position of Lead Park Manager, from among those in the position of Park Manager, without limitation in its sole discretion. The County shall also be free to change its selection from time to time and no individual shall have any vested right to remain in this assignment. The Lead Park Manager shall be given such authority as deemed appropriate by the County to direct the day to day operation of the Park Managers and such authority shall be recognized by the Union and other unit employees.

The person selected as Lead Park Manager shall, while holding the position, be exempt from the operation of the layoff provisions of this agreement and shall not be displaced or bumped by any other employee in this unit.

LETTER OF UNDERSTANDING – PERSONAL/COUNTY VEHICLE USE

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

Employees required to use their personal vehicles shall be eligible for reimbursement under Article 31, Section 8, of the Collective Bargaining Agreement.

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

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

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

