

AGREEMENT

COUNTY OF KALAMAZOO

- and -

9th CIRCUIT COURT

- and -

KALAMAZOO COUNTY JUVENILE HOME
EMPLOYEES affiliated with
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

OCTOBER 2, 2018 – December 31, 2020

Agreement – The Kalamazoo County Circuit Court-Family Division, the County of Kalamazoo and the Kalamazoo County Juvenile Home Employees, Police Officers Association of Michigan (POAM)

ARTICLE 1 - PURPOSE..... 1

ARTICLE 2 - NON-DISCRIMINATION 1

ARTICLE 3 - RECOGNITION 2

ARTICLE 4 - MANAGEMENT RIGHTS 2

ARTICLE 5 - AID TO OTHER UNIONS..... 2

ARTICLE 6 - UNION SECURITY 2

ARTICLE 7 - UNION DUES - CHECK OFF..... 3

ARTICLE 8 - STEWARDS AND ALTERNATE STEWARDS..... 3

ARTICLE 9 - SPECIAL CONFERENCE..... 4

ARTICLE 10 - GRIEVANCE PROCEDURE..... 5

ARTICLE 11 – DISCIPLINE AND DISCHARGE CASES..... 8

ARTICLE 12 - SENIORITY 10

ARTICLE 13 - SUPPLEMENTAL AGREEMENTS..... 13

ARTICLE 14 - LEAVES OF ABSENCE 13

ARTICLE 15 - SICK LEAVE 17

ARTICLE 16 – WAGES AND RE-OPENER..... 18

ARTICLE 17 - WORKING HOURS AND SHIFTS..... 19

ARTICLE 18 - OVERTIME 19

ARTICLE 19 - HOLIDAY PROVISIONS..... 21

ARTICLE 20 – ANNUAL LEAVE..... 22

ARTICLE 21 - UNION BULLETIN BOARDS 24

ARTICLE 22 - INSURANCE 24

ARTICLE 23 - WORKERS' COMPENSATION 25

ARTICLE 24 - EQUALIZATION OF OVERTIME HOURS..... 25

ARTICLE 25 – RETIREMENT PLAN..... 26

ARTICLE 26 - LONG-TERM DISABILITY INSURANCE 27

ARTICLE 27 - GENERAL PROVISIONS 28

ARTICLE 28 - RIGHTS OF REGULAR PART-TIME WORKERS 33

ARTICLE 29 – DRUG-FREE WORKPLACE..... 33

ARTICLE 30 - DURATION OF AGREEMENT 37

AGREEMENT

THIS AGREEMENT made and entered into as of this 2nd day of October, 2018, by and between the KALAMAZOO COUNTY CIRCUIT COURT-FAMILY DIVISION, and the COUNTY OF KALAMAZOO, hereinafter referred to collectively as the "Employer", and the KALAMAZOO COUNTY JUVENILE HOME EMPLOYEES, affiliated with the Police Officers Association of Michigan (POAM), hereinafter referred to as the "Union."

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions in this Agreement represent the full and complete understanding and commitment between the Employer and the Union.

ARTICLE 1 - PURPOSE

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

Section 2: The parties recognize that the success of the Juvenile Home operation depends upon the Judges' ability to establish a proper service to the community, and for its citizens, with due regard to the interests of the citizens of the community, the Circuit Court-Family Division and the Juvenile Home personnel.

Section 3: To these ends, the Judges, employees and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 2 - NON-DISCRIMINATION

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

ARTICLE 3 - RECOGNITION

Section 1: The Circuit Court-Family Division and the County of Kalamazoo, the public employer under the Public Employment Relations Act No. 336 of the Public Acts of 1947, as amended, and sometimes herein referred to as The Act, hereby recognize the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment for the term of this Agreement, as certified below:

Section 2: All regular and regular part-time employees of the Kalamazoo County Juvenile Home, in the positions of Youth Specialist, who are regularly scheduled on Monday through Sunday, Head Cook, Cook, Part-Time Cook and Detention Secretary, but excluding all other employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

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

ARTICLE 5 - AID TO OTHER UNIONS

The Employer will not aid, promote, nor finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 6 - UNION SECURITY

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 upon the completion of their probationary period. Employees may revoke their membership in the Union and discontinue paying dues as set forth in Section (d) below.

(d) Employees covered by Article 6 above 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. 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 6 and Article 7 shall revert back to the language in effect prior to the Act.

ARTICLE 7 - UNION DUES - CHECK OFF

Section 1: Effective the first pay period occurring after the execution of this Agreement, and monthly thereafter, on the first pay period, the Finance Director shall deduct from the pay of all employees who 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 thereafter or as soon as practicable. The Union agrees to indemnify and hold the Employer harmless for all claims against the Employer 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 8 - STEWARDS AND ALTERNATE STEWARDS

Section 1: The employees covered by this Agreement shall have steward representation as follows:

- (a) One (1) steward and one (1) alternate steward – morning shift;
One (1) steward and one (1) alternate steward - afternoon shift;
One (1) steward and one (1) alternate steward - night shift;
One (1) steward for kitchen
- (b) The stewards shall be regular employees working on the designated shift and shall be elected by those people they represent. However, in the absence of the duly elected steward, alternate stewards may be appointed by the Chapter Chairperson.
- (c) Part-time employees shall have one (1) steward and one (1) alternate for each shift.

Section 2: The steward, during his/her working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

- (a) However, the steward shall not leave his/her assigned task until a substitute has been obtained, if needed. The Employer shall provide such a substitute promptly on request.
- (b) The Union shall furnish the Employer, in writing, a list of its designated officers and stewards.

Section 3: 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:

Section 4: The Chapter will be allowed up to five (5) days per calendar year for the attendance at Union functions as outlined above. Only one (1) Union representative may be absent for such Union business at any one time. In addition, the Chapter Chairperson will be allowed time off without reduction in pay for attendance at quarterly POAM local meetings

ARTICLE 9 - SPECIAL CONFERENCE

Section 1: Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer's designated representative upon the request of either party. Meetings shall be held at mutually agreed upon times, but not more frequently than once each calendar month. Special meetings of urgent or compelling nature concerning health and safety or other items in which time is important to both parties may be called by either party in which event the parties shall endeavor to meet within seven (7) days' time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the Employer does not submit an agenda, no

such meeting shall be held. Employees will be paid for the time lost from regular working hours at such meeting. The two (2) Union representatives at such meetings will normally consist of the steward in the area affected and the Chapter Chairperson. The two (2) Employer representatives at such meetings may consist of one (1) representative of the County and One representative of the Circuit Court-Family Division .

Section 2: Conferences may be attended by a representative of the Council and/or a representative of the International Union, in which event the Employer may include in the conference designated representatives of its choice.

Section 3: The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

Section 4: The Employer agrees that any consolidation or elimination of jobs represented by the bargaining unit shall not be affected without a special conference.

Section 5: Notwithstanding the above sections regarding special conferences, the parties to this Agreement have also instituted a means of communication known as the Action Review Committee. The Action Review Committee has been established independently from this Agreement, but the parties have now agreed that such Committee will continue to function during the term of this contract.

ARTICLE 10 - GRIEVANCE PROCEDURE

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

Section 4: The steps of the grievance procedure are as follows:

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

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

Step 3. If the Juvenile Home Administrator's answer is not satisfactory, the Chapter Chairperson of the local Union may, within five (5) working days, submit an appeal to the Grievance Committee. The Grievance Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. A meeting will be arranged to discuss the appeal on or before ten (10) working days from the date the appeal is received by the Grievance Committee. Any mutually agreed upon resolution of the appeal shall be reduced to writing by the Employer and delivered to the Union on or before ten (10) working days after the meeting to discuss the appeal. If the parties do not agree upon a resolution, the Employer shall provide its decision in response to the appeal in writing on or before ten (10) working days after the meeting to discuss the appeal.

Step 4: Arbitration or Hearing.

(a) **Arbitration for grievances that do not involve a suspension or a discharge.**

(1) If the representative of the Employer and the Union representatives do not dispose of the matter, and the Union believes that the matter should be carried further, the Union shall notify in writing the County's Human Resources Director of its intent within fifteen (15) calendar days of the Step 3 decision from the Employer, and file a Demand for Arbitration with POAM shall review the grievance on its merits. POAM shall notify the Employer of approved cases within 45 calendar 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.

(i) 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.

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

(iii) POAM shall coordinate the setting of dates with the County's Director of Human Resources or his/her designee.

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

(3) If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time frame provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered by the County within the time frame specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure except arbitration. It is understood and agreed that by mutual agreement, in writing, between the County and the Union, the time limits herein specified may be extended.

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

(b) Hearing for grievances that involve a suspension or a discharge.

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

Step 1.1. If the Union desires to refer the matter for a decision by a Circuit Court-Family Division Judge it must, within thirty (30) days of the decision of the Grievance Committee, submit a record to the presiding Judge of the Chief Circuit Court-Family Division who will either hear and decide the matter or assign it to an available Judge of the Circuit Court-Family Division. The Union's record shall consist of the written grievance, the written responses to the grievance, and such other written records as there may be in connection with the matter.

Step 2.1. If an employee has been discharged or suspended by a Circuit Court-Family Division Judge, that Circuit Court-Family Division Judge is disqualified from being the Judge hearing the formal grievance of the discharged or suspended employee. If all Circuit Court-Family Division Judges have been involved in such discharge or suspension, then a visiting Circuit Court-Family Division Judge shall hear the formal grievance.

Step 3.1. Pursuant to the limitations contained in Step 2.1, the assigned Circuit Court-Family Division Judge shall convene a formal hearing within two (2) weeks of the submission of the grievance. The grievant may be represented at such formal hearing by any party the grievant selects. The Circuit Court-Family Division Judge shall consider any evidence offered by or on behalf of the employee and shall take other such testimony or proofs as he/she deems appropriate. If either party requests that a ward of the Court appear and testify in the matter, such request may be granted within the discretion of the Circuit Court-Family Division Judge. At the conclusion of the hearing by the Circuit Court-Family Division Judge, the Circuit Court-Family Division Judge shall render a written opinion within thirty (30) days of such hearing. The decision of the Circuit Court-Family Division Judge shall be binding on all parties.

Section 4: 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 11 – DISCIPLINE AND DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended or discharged for disciplinary reasons or is discharged from employment after the

date hereof and believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented at the second step of the grievance procedure to the Juvenile Home Administrator or his/her designated representative within three (3) regularly scheduled working days after such discharge or suspension.

Section 2: Upon request, an employee shall have a Union representative present at an investigatory meeting which the employee believes could lead to disciplinary action. Unless otherwise requested, an employee shall have a Union representative present when he/she is disciplined. The Union representative shall be allowed a brief period of time to confer with the employee prior to the disciplinary meeting. At the disciplinary meeting, the employee will be provided an opportunity to respond. Copies of the disciplinary action will be provided to the employee and Union representative before the disciplinary meeting ends.

Section 3: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and grant full, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of suspensions.

Section 4: Use of past records. In imposing any discipline, the Employer may use only official reprimands/warnings within the past 24 months.

Section 5: An employee shall receive a copy, with a copy to the proper union representative, of any written reprimand placed in his/her personnel file which could be construed as detrimental to his/her future promotion, transfer, present or future employment; and in the event the employee believes said written reprimand is unjust or without cause, a grievance may be filed at Step 1 of the procedure provided in Article 10, above.

Section 6: In imposing discipline, the employer shall utilize the concept of progressive discipline for all non-probationary employees.

Section 7: 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 8: Any employee covered by this Agreement may view the contents of his/her personnel file in the Human Resources office in the presence of a member of the Human Resources staff at any reasonable time, upon request.

ARTICLE 12 - SENIORITY

Section 1: Seniority.

(a) Seniority shall be defined as an employee's length of continuous service within the bargaining unit since his/her last hiring date, and shall be the basis for determining such items as this Agreement may require seniority to be used. Last hiring date shall mean the date upon which an employee first reported for work since which he/she has not quit, retired 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, suspensions, or for any other type of leave of absence which the Employer has granted.

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

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

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

(e) For employees hired after January 20, 2015, in the event two (2) or more employees hold the same hiring date, the last four (4) digits of the employees social security number shall be used to determine their respective position on the seniority list, with the employee having the lowest such four (4) numbers being assigned first to the seniority list, and so on until all employees hired on the same date have been placed.

Section 2: Probationary Period.

(a) All new employees shall be probationary employees until they have worked 1040 hours for the Employer. 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 provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period the Employer shall make a written evaluation concerning the employee's work performance, ability and other attributes. Such employees shall receive a copy of all evaluations and must sign for receipt of such evaluations.

(b) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his/her relative length of service. At the conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board January 1st of each year or as soon as practicable thereafter or upon request by Union leadership. The names of all employees who have completed their Probationary period shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list.

Section 4: Job Vacancies.

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

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

(d) Open positions that the Employer decides in its discretion to fill shall be posted in a timely manner.

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

Section 5: Transfers.

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

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

Section 6: Layoff and Recall.

(a) Seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Court. In reducing the work force, the last 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 employee may be permitted to bump into a lower job classification in the event the employee has the immediate skills, education, qualifications and abilities to 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.

(b) 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.

(c) The Union will have the right to meet and discuss layoff with the Employer prior to the layoff going in to effect.

Section 7: Seniority of Stewards: Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in the classification in which they are employed and shall be recalled to work in the event of a layoff on the first open job in the classification in which they were employed prior to layoff.

Section 8: Seniority of Officers: Notwithstanding their position on the seniority list, the Chapter Chairperson and the Chapter Chief Steward of the local unit shall, in the event of a layoff only, be continued at work at all times as long as there is a job in the classification in which they are employed.

Section 9: Loss of Seniority. An employee shall lose his/her seniority rights for the following reasons:

(a) The employee resigns, quits or retires;

(b) The employee is discharged for just cause and not reinstated;

(c) The employee is laid off for more than twelve (12) consecutive months;

(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, following a layoff, the employee fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, or hand delivery to his/her last address of record of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice;

(g) The employee is convicted of, pleads guilty or no contest, to a high court misdemeanor or felony or other misdemeanor which prevents the employee from retaining necessary job certification(s) through the State or violates State licensing rules; 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 10: Any employee actively serving in the armed forces of the United States shall not lose his/her seniority status but upon release from service under honorable conditions, he/she shall be re-employed by the Employer under the provisions of the Universal Military Training and Service Act provided he/she reports for work within ninety (90) days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received an undesirable, bad conduct or dishonorable discharge, the Employer will review his/her case with the Union as to whether or not he/she should be re-employed but generally such person shall not be entitled to re-employment. The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

ARTICLE 13 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 14 - LEAVES OF ABSENCE

Section 1: 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 vacation, PL, 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: 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 full-time employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by his/her commanding officer. He/she shall be paid by the County the difference between the amount received for the training and his/her full salary.

Any full-time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days each instance of such emergency duty.

Section 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: 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 the following:

For purposes of Sections 4 and 5 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 5: 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 the following:

For definitions of eligible employee, family member, and serious health condition, see Section 4.

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

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

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

Employees are required to give a minimum of thirty (30) days notice if they intend to take leave under this policy. If thirty (30) days is impossible, given the nature of the situation, as much notice as practicable is required. If the leave is to care for a family member, the health care provider must provide written verification that the employee's assistance is needed.

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

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

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

Section 6: Part Time Employees. ARTICLE 14, Sections 1-5, shall not apply to employees hired into or transferring into a part-time (less than .8 fte) position after December 31, 2011. 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: All members covered by this Agreement shall accumulate three (3) hours with pay as sick leave for each completed biweekly pay period, with unlimited accumulation. A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty percent (50%) of the total number of sick leave days accrued but such payment may not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of retirement shall continue; however, only those hours accumulated prior to 12-31-85 shall be part of the calculation of final average compensation for retirement purposes. An employee who has been continuously employed by the County for five (5) years and who terminates his/her employment prior to retirement, except in the case of discharge for cause, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to twenty-five percent (25%) of the total number of sick days accrued, but such payment shall not exceed four hundred (400) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of termination shall continue; however, only those hours accumulated prior to 12-31-85 shall be subject to such payoff. This benefit regarding the twenty-five percent (25%) payoff only applies to those current employees as of the date of this Agreement and does not apply to any future hires. Sick leave used by employees will be charged first against sick leave earned after 12-31-85 and then to accumulation earned prior to such dates.

Section 2: Sick leave shall be available for use by employees for the following purposes:

- (a) Personal illness, injury or quarantine;
- (b) Illness or injury in the immediate family. Immediate family is interpreted to mean spouse, or children living in the same household;
- (c) Exposure to a contagious disease which might make the employee's presence dangerous to other employees;
- (d) When unusual situations or emergencies exist in the employee's immediate family and any absence for which the employee qualifies for FMLA leave. Failure to make diligent effort to notify the employee's Court Administrator or designee may result in loss of pay.

Section 3: Funeral leave. When death occurs in the employee's immediate family (spouse, children, parents, or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, and any person for whom financial or physical care is the employee's principal responsibility), the employee is allowed three (3) days leave, the first to be with pay and the second and third to be deducted from sick leave, if accrued. At the County's discretion, with the approval of the Director of Human Resources, such leave may be extended for just cause, such extension to be deducted from sick leave.

Section 4: The Employer reserves the right to have any sick leave substantiated when such sick leave appears to be a pattern or concern to the Employer. If the employee has not been treating with a physician, the Employer may require the employee to be examined by a physician of the Employer's choosing, provided that the Employer makes the arrangements for the appointment and pays for the expense of such appointment.

Section 5: Part Time Employees. ARTICLE 15, Sections 1-4, shall not apply to employees hired into or transferring into a part-time (less than .8 fte) position after December 31, 2011. 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 AND RE-OPENER

Section 1: Effective the first full pay period after the date of ratification of this Agreement by both parties, the pay rates for each classification covered by this Agreement will increase by 3.5% (1.75% paid from the State of Michigan Child Care Fund and 1.75% paid for by the County), as set forth in the attached Salary Schedules. Step increases will be provided pursuant to County policy.

Section 2: Agreement re-opener. On or after August 1, 2018, either party may choose one issue for a re-opener (in addition to the purchase of a pension multiple issue), to take effect on or after January 1, 2019, by giving notice to the other party no later than September 31, 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 (in addition to the purchase of a pension multiple issue), to take effect on or after January 1, 2020, by giving notice to the other party no later than September 31, 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.

ARTICLE 17 - WORKING HOURS AND SHIFTS

Section 1: If the present schedule in effect is to be changed, the Employer shall first give 30 calendar days prior notice to effected employees, unless conditions warrant immediate implementation. Under either scenario, the Employer will have a special conference with the Union relative to such change. If the Union does not agree with the schedule change established by the Employer, such schedule change may be aggrieved pursuant to the grievance procedure. However, such grievance may not be taken to binding arbitration.

Section 2: The Employer agrees to provide free meals to employees when employees are required to supervise children during regular meal times. The employees shall have a thirty (30) minute period during their scheduled shift for a lunch period in the building.

Section 3: Employees may take a rest period in the a.m. and also a rest period in the p.m., or the first half and second half of their regular shift, whichever may apply. Rest periods shall be of fifteen (15) minutes duration and shall be taken at times when relief is available. However, it is understood that rest periods shall not interfere with the operation of the Juvenile Home or emergency situations. The supervisors of Bargaining Unit personnel shall establish "time-frames" in which such breaks can be taken. If it is impossible to take a break during such "time-frames" as a result of the operation of the Juvenile Home, such break period shall be immediately rescheduled.

Section 4: An employee reporting for overtime shift duty shall be guaranteed at least two (2) hours pay at the overtime rate.

Section 5: Employees working the first or third shift will receive the following shift premium:

(a) An additional \$0.15/hr. for first shift; or

(b) An additional \$0.10/hr. for third shift.

ARTICLE 18 - OVERTIME

Section 1: Employees shall be responsible for reporting all time worked on the required payroll form(s). In no case may an employee falsify or alter his/her or another employee's payroll form. 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 Sunday through Saturday 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 Court Administrator of Juvenile Home Administrator, 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 Juvenile Home Administrator, 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 or Juvenile Home Administrator.

(b) Overtime pay shall be calculated on hours worked (excluding annual leave, sick leave and compensatory time used during regularly scheduled shifts) 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) Overtime pay shall be calculated at one and one-half (1.50) times the hourly rate of the non-exempt employee for hours worked 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.

(d) Payment for overtime and/or accrued compensatory time shall be limited to non-exempt employees.

(e) Non-exempt employees may accrue compensatory time in lieu of payment for hours worked in excess of their standard work week schedule (excluding annual leave, sick leave and compensatory time used) subject to the following:

(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) at one and one-half (1.50) times the number of excess hours worked as follows:

1) For all hours over eight (8) in one work day for employees regularly scheduled for eight (8) hour shifts;

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

(ii) following the last regularly scheduled workday in a Sunday through Saturday calendar week.

(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.

ARTICLE 19 - HOLIDAY PROVISIONS

Section 1: The paid holidays are designated as:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

Employees will be paid their current rates based on an eight (8) hour day or a ten (10) hour day for said holidays.

Section 2: 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 3: It has been agreed by the parties that management has the right to schedule and staff the facility with temporary employees for all holiday periods. If management requires a Bargaining Unit employee to work on a holiday, that employee will receive the additional compensation as outlined in this Article. In lieu of the time and one-half paid for working a scheduled holiday, the employee may request comp time at the rate of 1 1/2 times for all hours worked. However, such time may not be utilized by the employee in such a manner which would require the Employer to pay another individual at an overtime rate.

Section 4: When part of an employee's shift falls on a holiday and part falls on a non-holiday, the employee is deemed to work all of his/her hours on the day on which the majority of hours worked in one continuous shift fall.

Section 5: The parties have agreed that even though management will try to honor requests for time off on a scheduled holiday, those employees scheduled to work on a holiday must work if management is unable to secure an adequate replacement.

Section 6: Employees, who receive payment for their standard work shift on the regularly scheduled workdays immediately preceding and following the (observed) holiday, shall be eligible to receive payment for the holiday.

Section 7: Part Time Employees. ARTICLE 19, Sections 1-4, shall not apply to employees hired into or transferring into a part-time (less than .8 fte) position after December 31, 2011. 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. However, any part-time employee who works on a holiday shall receive holiday pay at the rate of 1 ½ times for all hours worked.

ARTICLE 20 – 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, except that no employee shall be entitled to utilize such annual leave until he/she has completed thirteen (13) biweekly work periods.

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

Section 4: No annual leave shall be authorized, accrued or credited in excess of 360 hours. 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. If the employee believes the department head's denial was unreasonable or unjustified, the employee may appeal the decision to the Circuit Court Administrator, whose decision to uphold or reverse the denial will be final, binding and non-grievable by the parties to this Agreement. Employees will not be allowed to use annual leave to extend their seniority upon resignation, retirement, or discharge.

Section 8: On January 1st of each year, all regular bargaining unit employees will receive 50 hours of annual leave.

Section 9: Part-time Employees. ARTICLE 20, Sections 1-8, 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 10: Annual leave will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the Juvenile Home.

Section 11: Employees requesting times for annual leave by May 15 shall be granted their choice of time based on seniority. Employees failing to request annual leave by May 15 will not be allowed to exercise their seniority as to annual leave dates over those employees who made their request by May 15. Employees shall be notified in writing within not more than two (2) weeks of approval or denial of their annual leave requests. Although the Employer reserves the right to allocate annual leave, it is agreed that an effort shall be made to schedule annual leave consistent with the staffing and workload requirements as determined by the Employer and consistent with the employee's request based on seniority. An employee will be permitted to take his/her annual leave one (1) day at a time with prior approval of their supervisor. An employee may utilize annual leave only with the prior approval of their supervisor.

ARTICLE 21 - UNION BULLETIN BOARDS

Section 1: The Employer will provide a bulletin board in the Juvenile Home which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

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

ARTICLE 22 - INSURANCE

Section 1: 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 County agrees to 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: 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 25, Sections 1-5, shall not apply to employees hired into or transferring into a part-time (**less than .75 fte**) position after December 31, 2011. 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. This applies to the County's KAL-FLEX Insurance Program.

ARTICLE 23 - WORKERS' COMPENSATION

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

ARTICLE 24 - EQUALIZATION OF OVERTIME HOURS

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

Section 2: All available overtime of four (4) hours or more will be distributed starting with the first name on the overtime list and proceeding in consecutive order until available overtime is covered. Overtime will be distributed in not more than eight (8) hour or ten (10) hour increments. Format for the distribution of overtime using the overtime list is as follows:

(a) When a Youth Specialist accepts/rejects four (4) hours or more of overtime his/her name will be moved to the bottom of the overtime list.

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

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

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

(e) Involuntary overtime - Overtime will first be offered as outlined under Article 27. If no one accepts voluntary overtime it will become involuntary for employees who are currently working. For overtime in excess of one hour, a separate involuntary overtime list will be created beginning with the least senior employee and shall move in a rotational order. The employee who last worked the involuntary overtime will be moved to the bottom of the involuntary overtime list. Employees may not be mandated to work beyond the end of a voluntary overtime shift or beyond two consecutive shifts.

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

ARTICLE 25 – 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 Retirement Plan computations for employees hired prior to January 1, 2015, shall be 2.4%. For employees hired on or after January 1, 2015, the multiplier to be utilized in Retirement Plan computations shall be 1.9%. 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 may retire if such application is made in compliance with the conditions set forth in the Retirement Plan. An employee hired on or before June 30, 2009 with twenty-five (25) years of credited service may retire at age fifty-five (55) with no penalty for early retirement. The Employer shall pay the full cost of the Retirement Plan.

Section 2: 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.

ARTICLE 26 - LONG-TERM 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 Program 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: An employee on short-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the County's portion of insurance premiums during this period. Such coverage will continue for the employee as long as he/she pays his/her portion of the applicable health insurance premiums during the short-term leave.

Section 4: The Long-Term Disability Insurance Plan is 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 approximately 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 providers.

Section 5: 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 County's portion of health insurance premiums during this period which shall not exceed the 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 6: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in Article 26.

Section 7: Part Time Employees. ARTICLE 29, Sections 1-6, shall not apply to employees hired into or transferring into a part-time (less than .8 fte) position after December 31, 2011. 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 27 - GENERAL PROVISIONS

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

Section 2: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operations of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 3: Distribution of Agreement. The Employer agrees to make available to each employee an electronic copy of this Agreement.

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

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

Section 5: Attendance - Staff Meetings. Off-duty scheduled employees who are required to attend staff meetings and/or training sessions outside of their scheduled work hours shall be compensated at the appropriate overtime rate for all such hours attended. Employees on vacation leave of absence pursuant to this Agreement shall not be required to attend such meetings.

Section 6: Pay Period. Each employee covered by this Agreement shall be paid every other Friday. Checks shall cover the two (2) week period ending on the Saturday before payday. The Employer agrees to provide the employee, along with his/her check, an accounting showing for the payroll period his/her overtime hours and rate, and hours compensated for attendance at staff meetings and training sessions.

Section 7: Tuition Refund Policy. The County shall pay 100% of tuition to a maximum of \$2,000.00 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 Human Resources Director prior to issuance of the tuition reimbursement.

Section 8: Longevity Compensation Plan. Commencing January 1, 2015, annual longevity payments shall be eliminated for all employees.

Section 9: Emergency Situations. When it is deemed to be in the best interest of the employees in the County's service to close the buildings or curtail certain services as a result of

emergency situations, snowstorms, tornadoes, etc., such determination shall be made by the Chief Judge pursuant to Administrative Order 98-5.

Section 10: Personal Property Damaged during working hours. In the event an employee, during working hours, suffers a loss or damage to his/her personal property, other than a motor (driven) vehicle, due to acts of children in the Juvenile Home, as the result of fulfilling his/her job responsibilities, the Employer agrees to compensate the employee for such loss in an amount not to exceed \$500 per calendar year.

Section 11: The Employer shall have the right to secure the services of temporary employees and relief workers, as needed, to replace regular employees who are absent as a result of vacations, short-duration leaves of absence, or sickness. It is understood that the provisions of this Agreement do not apply to these temporary employees. The Employer reserves the right to hire part-time and occasional employees during special or emergency situations. In addition, the parties have agreed that relief Youth Specialists shall be utilized by the court to cover the Juvenile Home on Saturday and Sunday.

Section 12: If an employee transfers into the bargaining unit from a non-bargaining unit position, the employee's seniority date will be the date on which they were hired into the bargaining unit as a regular employee. For the purpose of determining such an employee's eligibility for benefits, such as longevity pay, sick leave and vacation, the date the employee commenced work for the Employer shall apply.

Section 13: Due to certain duties and responsibilities of Youth Specialists, the parties have agreed that all scheduling and placement of employees on the schedule, shall ensure the following:

- (a) Management shall maintain a staffing ratio of at least 1 direct care worker or supervisory staff for 8 residents at all times when the residents are present and awake.
- (b) During normal sleeping hours, there shall be a staffing ratio of at least 1 direct care worker or supervisory staff for 20 residents. These staff shall be awake, on duty, available within the facility, and have immediate access to the residents. One female staff member shall be on duty at all times. Staffing shall be sufficient to ensure that safety and security is always maintained in the facility and in compliance with any rest and meal periods.

Section 14: Uniform. The Employer shall provide and maintain each cook's uniform. Uniforms damaged or destroyed in the line of duty shall be replaced without charge to the employee.

Section 15: Continuity of service can be restored upon completing his/her probationary period when an employee leaves the employ of the County government and is rehired. The employee's prior period of service will be combined with the employee's current period of

service to determine a new seniority date for purposes of vacation and longevity pay. For purposes of layoff/recall, job preferences, etc., the employee will not receive any prior service credit, but rather his/her seniority date will be his/her most recent hire/rehire date. The returning employee can also reestablish retirement service credit if he/she repays all retirement contributions as provided in the retirement resolution. The Human Resources Manager shall rule on all cases of continuity of service, subject to the grievance procedure.

Section 16: Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program. Participation by individual unit members is completely voluntary. Individual participate results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.

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

Section 17: Part Time Employees. ARTICLE 30, Section 18, shall not apply to employees hired into or transferring into a part-time (less than .8 fte) position after December 31, 2011. 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 18: Orientation/Training.

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

(b) In addition, all newly hired full-time employees will receive substantive training within the first six (6) months of employment. Substantive training includes, but is not limited to: Juvenile Law/Due Process; Court Intake Procedures; Causative Theories of Juvenile Delinquency; CPR/First Aid; Conflict Resolution and Mediation; CPI Training; Suicide Training; Observation of Hearings and Confidentiality.

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

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

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

(e) In addition to such primary requirements, employees who desire to move to Tier II must have either a bachelor's degree in a human services area or such employees must successfully complete the JH2Kazoo Leadership Academy. To be considered for the JH2Kazoo Leadership Academy employees need to complete the application and email it to their supervisor as well as the Superintendent. Employees will be selected to participate in such training based upon their evaluation, application and on-the-job performance.

(f) Employees who have successfully completed the requirements of the JH2Kazoo Leadership Academy on the attached will be placed at the Tier II wage scale and receive retroactive compensation to the date of completion of the requirements.

(g) Future employees will be moved to the Tier II wage scale upon completion of the requirements of the JH2Kazoo Leadership Academy.

(h) An employee moved to Tier II will be placed in such manner to give the employee a raise and such placement will be made pursuant to County placement policy. Following a placement on the Tier II schedule, the employee will be eligible for advancement on the increment system provided he/she has received an evaluation upon his/her anniversary data indicating that he/she is eligible for such advancement.

(i) Ten days prior to implementing changes to the JH2Kazoo Leadership Academy program, the Union will receive notification of these changes. If no response is received from the Union within the 10 days, the Employer will implement the changes. If the Union wishes to discuss the changes, they must notify the Employer within the 10 day window and a meeting needs to be scheduled within 10 days after the Union notification.

(j) The Employer will have the final decision regarding if and when the JH2Kazoo Leadership Academy program is implemented or offered and this decision will not be grievable.

(k) Management, within its full discretion, will have the right to hire new employees at the Tier I or Tier II wage scale, depending on the new hire's completed education at the time of hire.

ARTICLE 28 - RIGHTS OF REGULAR PART-TIME WORKERS

Section 1: Employees hired into or transferring into a part-time (less than .8 full time employment, hereafter "fte") position after December 31, 2011 will not accrue or receive benefits except as set forth in Articles 12, 14, 15, 19, 20, 21, 22, 25, 29 and 30. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Articles 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 2: Full-time employees who transfer voluntarily to part-time shall not receive benefits.

Section 3: Employer will not lay off a full-time employee and then create two part-time positions for that particular position within 7 months of such lay off.

ARTICLE 29 – DRUG-FREE WORKPLACE

Section 1: **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:

- (a) 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.
- (b) 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.

- (c) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is absolutely prohibited.
- (d) 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.
- (e) 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.

Section 2: 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.

Section 3: 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.

Section 4: Testing.

- (a) 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).
- (b) **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:
 - i. An on the job accident that causes an injury to the employee or another person requiring medical attention other than on-site first aid;

- ii. A death or personal injury involving immediate hospitalization;
 - iii. Any employee involved in a workplace accident or that results in property damages; or
 - iv. A motor vehicle collision
- (c) Employees holding a CDL may be required to undergo random testing to the extent required by applicable state or federal law.
- (d) An employee who refuses or fails to fully participate in the drug and alcohol testing process will be deemed to have tested positive.
- (e) 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.
- i. 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.
 - ii. 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.
 - iii. The detection level for alcohol is 0.04% of Blood Alcohol Content.

Section 5: Confirmed Positive Drug or Alcohol Test.

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.

Section 6: **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.

Section 7: **Self-Recognized Substance Abuse Dependence.**

- (a) 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).
- (b) 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.
- (c) 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.
- (d) 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

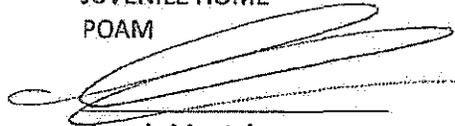
testing. Should the employee test positive, s/he will be subject to disciplinary action, up to and including termination.

- (e) 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 30 - DURATION OF AGREEMENT

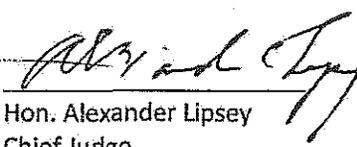
This Agreement shall become effective as of the 2nd day of October, 2018, and shall remain in full force and effect through December 31, 2020. It is agreed by the parties that if either party requests negotiations for a successor Agreement prior to the period 60 calendar days before the expiration date of this Agreement, then such negotiations will commence as soon as possible.

KALAMAZOO COUNTY
JUVENILE HOME
POAM



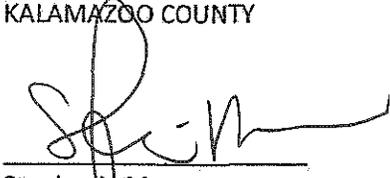
Dave LaMontaine
Staff Representatives

KALAMAZOO COUNTY
CIRCUIT COURT -

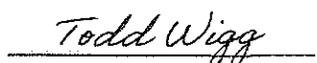


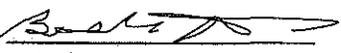
Hon. Alexander Lipsey
Chief Judge

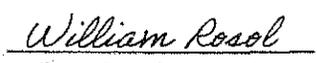
KALAMAZOO COUNTY

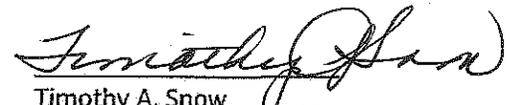


Stephanie Moore
Chair, Board of
Commissioners 10.2.18


Todd Wigg


Bob Hicks


William Rosol


Timothy A. Snow
Clerk/Register 10.2.18



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

POAM - JUVENILE HOME

Effective 10/2/2018

Increase 3.50% Total
 1.75% from General Fund
 1.75% from Child Care Fund

Cook

			Annual	Bi-Weekly	Hourly	1 1/2
A 11	N		24,315.20	935.20	11.69	17.54
	A		25,459.20	979.20	12.24	18.36
	B		26,332.80	1,012.80	12.66	18.99
	C		27,747.20	1,067.20	13.34	20.01
	D		28,225.60	1,085.60	13.57	20.36
	E		28,745.60	1,105.60	13.82	20.73

Detention Secretary

			Annual	Bi-Weekly	Hourly	1 1/2
A 13	N		26,104.00	1,004.00	12.55	18.83
	A		27,580.80	1,060.80	13.26	19.89
	B		28,496.00	1,096.00	13.70	20.55
	C		29,702.40	1,142.40	14.28	21.42
	D		30,513.60	1,173.60	14.67	22.01
	E		31,470.40	1,210.40	15.13	22.70

Head Cook

			Annual	Bi-Weekly	Hourly	1 1/2
A 14	N		25,625.60	985.60	12.32	18.48
	A		27,060.80	1,040.80	13.01	19.52
	B		27,934.40	1,074.40	13.43	20.15
	C		29,120.00	1,120.00	14.00	21.00
	D		29,931.20	1,151.20	14.39	21.59
	E		30,846.40	1,186.40	14.83	22.25

Tier I Youth Specialist

			Annual	Bi-Weekly	Hourly	1 1/2
A 16	N		29,681.60	1,141.60	14.27	21.41
	A		30,867.20	1,187.20	14.84	22.26
	B		32,198.40	1,238.40	15.48	23.22
	C		33,696.00	1,296.00	16.20	24.30
	D		35,193.60	1,353.60	16.92	25.38
	E		36,774.40	1,414.40	17.68	26.52



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

POAM - JUVENILE HOME

Effective 10/2/2018

Increase 3.50% Total
1.75% from General Fund
1.75% from Child Care Fund

Tier II Youth Specialist

A 17	N	Annual	31,470.40	Bi-Weekly	1,210.40	Hourly	15.13	1 1/2	22.70
	A		32,822.40		1,262.40		15.78		23.67
	B		34,174.40		1,314.40		16.43		24.65
	C		35,734.40		1,374.40		17.18		25.77
	D		37,356.80		1,436.80		17.96		26.94
	E		39,041.60		1,501.60		18.77		28.16
