

AGREEMENT

9th JUDICIAL CIRCUIT COURT

- and -

COUNTY OF KALAMAZOO

- and -

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

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

January 1, 2018 – December 31, 2020

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AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2018 by and between the COUNTY OF KALAMAZOO and the 9th JUDICIAL CIRCUIT COURT (hereinafter referred to as the “Employers”) and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, and its Technical, Office and Professional Circuit Court unit of the UAW (hereinafter referred to as the “Union”).

ARTICLE 1

RECOGNITION AND NONDISCRIMINATION OF EMPLOYEES COVERED

Section A: Pursuant to and in accordance with all applicable provisions of Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employers hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees within the bargaining unit as certified by Case No. R88 J-295 of the State of Michigan Department of Labor, Employment Relations Commission described as follows:

All full-time and regular part-time professional employees of the 9th Judicial Circuit Court (hereafter “Circuit Court” or “Court”), in the classifications of Juvenile Probation Officer I and II, Community Tracker, and Domestic Intake Specialist I and II. Excluded: All supervisory, managerial, executive, non-professional and all other employees.

Titles of employee positions will not be changed in a manner which will confuse such title with those already designated positions in other County of Kalamazoo Unions.

Section B: Copies of this Agreement will be made available to all employees electronically within 30 days.

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

ARTICLE 2

UNION SECURITY

Section A: **Union Membership.** Upon completion of 30 days of employment, membership in the Union or compliance with payment of representation fees will be completely voluntary. If an employee voluntarily elects to submit a dues deduction form, the Employer agrees to deduct Union dues or Union service fees to become effective the second payday of the month, following the employee's successful completion of 30 days of employment.

The Employer agrees to deduct the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes 30 days of employment. This one-time deducted initiation fee will become effective the second payday of the month, following the employee's successful completion of 30 days of employment.

Section B: **Open Shop.** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees, subject to all of the following conditions:

1. The Union will obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which will conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof. The Union will furnish the forms. The Employer will provide that form to the employee in the event a Union representative is not able to attend the weekly orientation session.
2. Checkoff authorization forms will be filed with the Employer's Director of Human Resources, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no checkoff will be made until such deficiency is corrected. Once the deficiency is corrected, the total amount due will be deducted and forwarded to the Union.
3. The Employer will only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
4. The Employer's remittance will be deemed correct if the Union does not give written notice to the Human Resources Director within two calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
5. The Union will provide at least 30 days written notice to the Human Resources Director of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Human Resources Director at least 30 days prior to its implementation.
6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article, including the termination of employment as provided under the Agency Shop provision. The Union

assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

It is the express intent of the Employers and the Union to follow the law by honoring the 2012 Right to Work amendments (RTW) to the Michigan Public Employment Relations Act (PERA). However, if during the term of this Agreement, the agency shop prohibitions in the RTW amendments to PERA are invalidated by act of the Michigan Legislature signed by the Governor of the State, by amendment to the Michigan Constitution or by action of a court of competent jurisdiction after final appeal, the parties agree to reinstate the prior Union Security language in Article 2, Section (A) and (B) as it existed in the Agreement as of December 31, 2012, provided that such reinstatement is allowed under law.

ARTICLE 3 **REPRESENTATION**

Section A: The Employers or their representative, and the Union, may meet at least once a month to discuss matters relating to this Agreement or matters of mutual concern. The time and place of all such meetings will be mutually agreed upon and those Union representatives attending such meeting will be excused from any of their duties that may conflict with the holding of any such conference. The Unit will be represented by not more than three members.

Section B: The Union may use the Gull Road Courthouse for its proper business activities without charge upon approval by the Ninth Circuit Court.

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

Section D: Union representatives will not suffer a pay deduction for time scheduled with authorized representatives of the Employers when it applies to negotiations, conferences, grievances and other matters of mutual interest. All Union representatives will notify their immediate supervisors of any and all such meetings and will get the supervisor's prior approval before attending such meetings. The Employers agree that they will not unreasonably withhold their approval of attendance at such meetings; however, it is understood that such meetings should be scheduled so as not to conflict with the regular operations of the Employers.

Section E: Special meetings of an 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 case both parties will endeavor to meet within 7 days' time after such request.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section A: 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 will refer to the specific provision(s) alleged to have been violated and will adequately set forth the facts pertaining to the alleged violation. All grievances will be commenced according to the time limits established in

Section B, below. Any claims not conforming to the provisions of this definition will be automatically defined as not constituting a valid grievance.

Time Limitation. The time limits set forth in the grievance procedure will be followed by the parties. If the time procedure is not followed by the Union, the grievance will be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance will automatically advance to the next step. Saturday, Sunday and holidays will not be counted under the time limits established by the grievance procedure and will not be considered "working days". The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn will not be reinstated.

It is the intent of the parties to this Agreement that the procedure set forth herein will 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 will make an earnest effort to settle such differences.

Section B: General Grievance Procedure.

- 1) **Step One:** An employee and a member of the local Union bargaining committee will first discuss his/her grievance with his/her immediate manager within 10 working days of the cause of, or receipt of written notification, of said alleged grievance. If it is not settled orally, the Union Representative and the employee will jointly reduce it to writing on a standardized form to be discussed with the Union, stating the grievance, the contract provisions alleged to be violated, and the remedy desired, and they will sign the grievance and submit it to the employee's immediate manager within 15 working days from the date of the occurrence of the event which gave rise to the grievance. The manager will respond to the grievance in writing within five working days following the presentation of the written grievance.
- 2) **Step Two:** If the grievance is not resolved at Step One and the employee desires to proceed further with the grievance, he/she will appeal the same in writing to the Family Division Administrator, or his/her designee, within five working days from the receipt of the response from the immediate manager. The Family Division Administrator or or his/her designee will answer the grievance in writing within five (5) working days following its receipt. If the grievance is a question related to an economic consideration, the Human Resources Director or his/her designee will be present at the Step 2 grievance meeting.
- 3) **Step Three:** If the grievance is not resolved at Step 2 the Union Representative of the local Union may, within five (5) working days, submit an appeal to the Grievance Committee. The Grievance Committee will be comprised of two 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 will 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 will provide its decision in response to the appeal in writing on or before ten (10) working days after the meeting to discuss the appeal.

- 4) **Step Four:** If the grievance is not settled in Step 3, the Union will notify the County's Human Resource Director in writing within 15 calendar days of receipt of the Step 3 decision that it desires to take the grievance to Arbitration.
 - a. If the Union gives notice of such desire to arbitrate, the parties may jointly request the services of the Federal Mediation and Conciliation Services to provide a list of arbitrators from the State of Michigan in the event the parties do not mutually agree on the arbitrator or another selection process.
 - b. When an arbitrator is selected, the parties will jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible.
 - c. The award of the Arbitrator will be accepted as final and binding on the Union, its members, the employee or employees involved, and the Employer. There will be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below.
 - d. The Arbitrator will have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement but will be limited solely to the interpretation and application of the specific provisions contained herein. **Nor will the Arbitrator have any authority to rule on a grievance involving discipline, discharge or assignments.**
 - e. The fees and expenses of the Arbitrator will be jointly paid by the Employer and the Union. Appropriate Union officials and all Union witnesses will be released with pay to attend the arbitration.
- 5) 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 will be considered as having been withdrawn by the Union. If the grievance is not answered by the Employer within the time frame specified for such answer at any step of the grievance procedure, such grievance will automatically be advanced to the next step of the grievance procedure except arbitration. It is understood and agreed that by mutual agreement between the Employer and the Union, the time limits herein specified may be extended.
- 6) No claim for back wages will exceed the amount of wages the employee would otherwise have earned at the regular rate.

Section C: Discharge, Discipline and Assignments Grievance Procedure.

If any grievance which involves discharge, discipline or assignments is unresolved following Step 3 of Section B, the Union may within 30 calendar days request a hearing before a local Circuit Court Judge selected by a random process. The Union will submit a record to the Judge which will 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. Upon receipt of the request and

the record, such hearing will be conducted within 45 calendar days and following conclusion of the hearing, a written decision will be issued within 30 calendar days.

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

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

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

- 1) Discipline will be imposed for “just cause” for all non-probationary employees.
- 2) The Union and Employers may have present any and all witnesses they desire.
- 3) A grievance may be withdrawn at any time by the Union.
- 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 Contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee will not process the complaint through any grievance procedure provided for in this Contract. If an employee elects to use the grievance procedure provided for in this Contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance will be deemed to have been withdrawn and the grievance procedure provided for hereunder will not be applicable and any relief granted will be forfeited. Employees still must adhere to the contract grievance procedure time limits.

This provision will 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.

- 5) In the event an employee is convicted of, or pleads guilty or nolo contendere to, a high court misdemeanor or felony or other misdemeanor related to his/her employment; nothing will preclude the Employer from taking appropriate disciplinary action.
- 6) Use of past records. In imposing any discipline, the Employer may use only official reprimands/warnings within the past 24 months.
- 7) An employee will receive a copy, with a copy to the proper union representative, of any written reprimand.
- 8) It is understood and agreed that when an employee files a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance will 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 will further release the County from any and all claimed liability by reason of such disclosure.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section A: The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and will have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is: the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer will also have the right to: promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and regulations; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights will not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section B: Delegations. No policies or procedures covered in this Agreement will be constructed as delegating to others or as reducing or abridging any authority conferred on the Employer by State Law, or by the Constitution of the State of Michigan or the United States of America.

Section C: No Strike Clause. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Union, therefore, agrees that there will be no interruption of these services for any cause, whatsoever, by the employees it represents nor will there be any concentrated failure by them to report for duty nor will they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket on the Employer's premises. The Union further agrees that there will be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

Section D: Retention of Right. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provision of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers

and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer. However, prior to any subcontracting the Employer will provide the Union with 10 days prior written notice of its intent to subcontract, the Union will be provided with an opportunity to present an alternative to subcontracting to the Employer within 10 days of receipt of such notice. The final determination of whether to subcontract is left to the sole discretion of the Employer.

Section E: Rules and Regulations. The Employer will have, within its discretion, the right to make, amend, supplement, or delete rules and regulations. If there is concern regarding the fairness of the rule change, the Union Representative may request a special conference between the Union and the Employer to discuss the reasonableness of the rule. Unless a rule change is alleged to violate a provision of this Agreement, in no case will the rule change or new rule become subject to the grievance procedure.

ARTICLE 6 **SENIORITY**

Section A: “Unit seniority” is defined as the employee’s length of continuous service in the bargaining unit, since his/her last date of hire with the Circuit Court. When the term “seniority” is utilized in contractual provisions regarding job vacancies and postings and lay off and recall, the parties have intended to deal with the concept of unit seniority. For all other benefits of this Agreement, the concept of seniority is defined as the employee’s length of continuous service with the Employer. "Last hiring date" will mean the date upon which an employee first reported for work since which he/she has not quit nor been discharged.

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

- 1) An employee voluntarily resigns, quits or retires;
- 2) An employee is discharged and is not reinstated;
- 3) An employee who is absent from work for two consecutive days without advising the Employers during said two day period of a reason deemed acceptable by the Employers for such absence, unless it is physically impossible for the employee to do so. An employee who does not provide the Employers with a reason deemed acceptable by the Employers will be considered a voluntary quit;
- 4) An employee who has acquired seniority has been on layoff for a period of more than 24 months;
- 5) An employee, who has been on layoff, fails to follow procedures for recall in the manner and within the time limits set forth in this Agreement;
- 6) An employee fails to report for work at the termination of the leave of absence or annual leave without advising the Employers prior to the expiration of the leave of absence or annual leave of a reason deemed acceptable by the Employers for such failure, unless it is physically impossible for the employee to do so. An employee, who does not provide the

Employers with a reason deemed acceptable by the Employers, will be considered a voluntary quit;

- 7) An employee of the Employers with continuing service in the bargaining unit, who has acquired seniority and whose illness or injury has prevented him/her from performing his/her work, and who fails to recover and return to work within a period of two years after the employee last worked and/or accepts a workers compensation settlement which waives the employee's seniority or employment rights.

Section C: When a new employee is hired, he/she will be a probationary employee until they have worked 1040 hours for the Employer. When a new part time employee is hired, he/she will be a probationary employee until they have worked 520 hours for the Employer. Overtime worked during the probationary period will be counted toward the total hours worked for this section at straight time. During said probationary period, the probationary employee may be disciplined or discharged within the sole discretion of the Employer. A probationary employee will be eligible for benefits such as health insurance, dental insurance, disability insurance, life insurance and vision insurance under the same terms and conditions as non-union employees receive, which may change from time to time. After completion of probation, an employee's length of service will date back to his/her last hiring date.

Section D: An employee's name, date of employment and classification, upon completion of the probationary period, will be entered in the proper order of the seniority lists.

Section E: Any employees with the same Court seniority date will be considered in alphabetical order of their last names for any situation bringing about the need of determination by seniority.

Section F: A master list showing the Court and County seniority of each employee will be maintained up to date by the Employer. The local Union will be given a revised copy of the master list upon request.

Section G: The Employer will provide the local Union with a list of names and addresses of bargaining unit employees upon request.

Section H: Whenever a bargaining unit member is either promoted or temporarily transferred to a position outside of the bargaining unit within the County of Kalamazoo , such individual will not accrue additional seniority rights in the unit transferred from; however, the employee will not lose any of his/her unit seniority rights as of the date of transfer, if he/she returns to a bargaining unit position within one calendar year of the promotion or transfer, by utilizing his/her seniority to bump another bargaining unit employee with less seniority. If a bargaining unit member is in a position with the Circuit Court which is a non-bargaining unit position for a period of time greater than one calendar year and is subsequently returned to a bargaining unit position, that individual will only be credited with the seniority that he/she had accrued in the unit at the time of his/her promotion and/or transfer.

Section I: Continuity of service for retirement credit will be considered unbroken if an employee leaves the employ of the County of Kalamazoo, but returns within a period of 12 months and repays all retirement contributions for the period of absence in order to establish

continuity for retirement service credit. The Human Resources Director will rule on all cases of continuity of service subject to the grievance procedure.

Section J: Termination of Employment. If an employee voluntarily resigns from County service, it is necessary for the notification of the termination to be put in writing by the employee to the manager and forward it to the Human Resources Department. Employees who voluntarily resign are expected to give a minimum of a two week notice of such intent to resign. The Family Division Administrator or his/her designee will process the appropriate payroll/personnel forms to implement the termination.

A payoff of accrued annual leave time will be granted to employees who have completed a one (1) year employment period.

A refund of accumulated contributions by the employee to the retirement system may be obtained if the employee desires and has not met retirement qualifications by completing the appropriate form in the Human Resources Department at the time of termination. Employees should also provide notice to the Human Resources Department of any change of address for W-2 purposes and handle the options for insurance upon termination.

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

ARTICLE 7 **LAYOFF & RECALL**

Section A: Seniority will prevail in the layoff and recalling of employees. Layoffs will be determined by the Court. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff will 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 will be the first employee recalled. Laid off employees may be permitted to bump into a lower or lateral job classification in the event the employee has the then present 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 or lateral job classification will have five (5) days from the date of the layoff to notify the Employer of their desire to bump.

Section B: In the event of a layoff, an employee so laid off will 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, ten (10) days' notice mailed to his/her last known address will be provided. In the event the employee fails to make himself/herself available for work at the end of that ten (10) days, after notice of recall, he/she will lose all seniority rights and right to recall under this Agreement.

Section C: The Union will have the right to meet and discuss layoff with the Employer prior to the layoff going in to effect.

ARTICLE 8
JOB VACANCY AND POSTING

Section A: When it becomes necessary to fill a new position or when the Court determines that it will fill a vacant position within the bargaining unit, it is understood and agreed that the Employers will consider current employees who have expressed an interest in the position pursuant to the aforementioned posting and who have the then present skills, education, qualifications and abilities to perform the job as determined by the Employer.

Section B: Notification of job openings will be emailed and/or posted in a conspicuous place and will include a brief description of the position along with the starting salary for such position. Current employees will be able to apply for posted jobs during the posting period by completing a transfer application form available in the Human Resources Department. If a present employee is granted the position, the Employer will endeavor to transfer the employee within 60 calendar days.

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

Section D: Situations may arise from time to time in which the Employers determine it may be necessary to temporarily or permanently reassign employees. Whenever such a situation results in two or more employees being reassigned, the Employers will inform the Union of the reassignments and consult with the Union prior to announcing the reassignments. This does not require that the Employers and the Union reach an agreement about the reassignments.

ARTICLE 9
HOURS OF WORK, WORK WEEK AND OVERTIME

Section A: The normal payroll period will consist of two consecutive calendar weeks beginning at 12:01 a.m. on a designated Saturday through 11:59 p.m. on the second Friday thereafter. The work week will normally consist of five consecutive scheduled work days.

Both the work week and the work day may be modified by the Employer as the Employer deems necessary.

Whenever an employee is physically present with and responsible for the care and custody of a juvenile entrusted to the Employer, the time spent by the employee while directly responsible for the immediate care of that juvenile will be included as hours worked for pay purposes.

Employees will be responsible for reporting all time worked on the required payroll form as well as any other court required forms. 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 B: Overtime Pay and Compensatory Time. In accordance with the Fair Labor Standards Act (FLSA), non-exempt employees will be paid for all hours worked in a Saturday through Friday calendar week, including hours worked in excess of an employee's regularly scheduled work week. The additional work hours, however, will be performed through the authorization of the manager or Family Division Administrator, or his/her designee. Employees

working unauthorized hours in excess of their regularly scheduled work shift will be subject to disciplinary action.

1. In conjunction with an employee working additional hours in excess of his/her regularly scheduled work shift, the employee's manager or Family Division Administrator, or his/her designee, may direct the employee to "flex" his/her regularly scheduled work week, in a Saturday through Friday calendar week, prior to the employee exceeding his/her authorized FTE hours for the week. The use of flex time requires prior approval by the employee's supervisor or Family Division Administrator.
2. Overtime pay will be calculated for hours worked in excess of 40 hours in a Saturday through Friday calendar week (excluding annual leave, sick leave and compensatory time used). 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.
3. Overtime pay will be calculated at one and one-half (1.50) times the hourly rate of the non-exempt employee for hours worked over 40 hours in a Saturday through Friday calendar week.
4. Payment for overtime and/or accrued compensatory time will be limited to non-exempt employees.
5. Non-exempt employees may accrue compensatory time at one and one-half (1.50) times the number of excess hours in lieu of payment for hours worked in excess of 40 hours in a Saturday through Friday calendar week (excluding annual leave, sick leave and compensatory time used).
 - a. 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.
 - b. Use of compensatory time as scheduled time off will occur when administratively feasible as authorized by the employee's manager.
 - c. Compensatory time will 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 will 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.

- d. Upon separation from County service, unused compensatory time will be paid out in accordance with the FLSA, and will not be used to extend an employee's length of service nor postpone an employee's termination date.

ARTICLE 10
SALARIES AND INSURANCE

Section A: Effective January 1, 2018, the pay rates for each classification covered by this Agreement will increase by 1.75% as set forth in the attached salary schedules. Employees who complete the Michigan Judicial Institute training will be placed in the new classification at the first step that represents an increase in pay equivalent to a one-step increase in their former classification, not to exceed the maximum of the new classification. The effective date of the new classification will become the employee's new anniversary date. Eligibility for future step increases will be determined using the length of service in the new classification. All remaining step increases will follow the Salary Schedule in Appendix A and will be provided pursuant to County policy. On or after August 1, 2018, either party can choose one issue for a re-opener, to take effect on or after January 1, 2019, by giving notice to the other party no later than September 31, 2018. If the issue for a re-opener is not presented in time the opportunity for a re-opener will be waived and the contract will continue in full force and effect until December 31, 2020. On or after August 1, 2019, either party can choose one issue for a re-opener, to take effect on or after January 1, 2020, by giving notice to the other party no later than September 31, 2019. If the issue for a re-opener is not presented in time the opportunity for a re-opener will be waived and the contract will continue in full force and effect until December 31, 2020.

Section B: Effective on or after January 1, 2014, the Employer will provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

- 1) In situations where a bargaining unit member's spouse is a full-time employee of the County within this bargaining unit, said employees will decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days will result in the automatic designation of the more senior employee as "primary."
- 2) 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 will be assigned coverage as a "dependent," unless prohibited by the insurance carrier.
- 3) A bargaining unit member who receives either "primary" or "dependent" coverage from the County will not be eligible for any payment in lieu of coverage.
- 4) Part-Time Employees. ARTICLE 10, Section B, will not apply to employees hired into or transferring into a part-time (**less than .75 FTE**) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

Section C: Effective on or after January 1, 2014, each regular bargaining unit employee who works 32 hours per week or more, will 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, notwithstanding any language in this Agreement to the contrary.

Section D: The Short-Term Disability Insurance Program will be fully coordinated with the employee's sick leave accumulation. Such disability insurance will be available after 21 calendar days for illness and zero days for accidents provided the employee has exhausted his/her personal accumulation of sick leave. A disabled employee is eligible for approximately 60% percent of his/her regular salary. Leave time cannot be used to supplement disability payments. An employee may opt to use accumulated compensatory, or annual 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 E: 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 insurance premium during the short-term leave.

Section F: 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 66.7% 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 G: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the County's portion of health insurance premiums during this period which will 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 health insurance premiums during the long-term leave. The employee on long-term disability will pay a 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 H: Neither the short-term nor the long-term disability insurance will be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws.

Section I: Part-Time Employees. ARTICLE 10, Sections C-G, will not apply to employees hired into or transferring into a part time (less than .8 FTE) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 11 **AUTHORIZED HOLIDAYS**

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

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

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

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

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

To be eligible for the aforementioned paid holidays, an employee must work the scheduled day before said holiday and the scheduled day after said holiday unless the employee is on another form of approved leave of absence. If the employee is tardy or absent for a period less than two hours on said day before the holiday and said day after the holiday, said day will be counted by the Employers as a day, making the employee eligible for the holiday pay.

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

Part-Time Employees. ARTICLE 11, will not apply to employees hired into or transferring into a part time (less than .8 FTE) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 12
SICK LEAVE

Section A: Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off. The Employer reserves the right to have any sick leave substantiated. Falsification of such evidence will be subject to discipline up to possible discharge.

Section B: Each regular employee of the Employer will accrue three hours with pay as sick leave for each completed bi-weekly pay period. Part-time regular employees accrue sick leave in proportion to their time worked. Sick leave with pay may be utilized by regular employees throughout their period of employment with the Employer. An employee who is absent as a result of illness or injury must utilize his/her accrued sick leave. Following the utilization of an employee's accrued sick leave, an employee may utilize accrued annual leave for additional time lost as a result of illness or injury. Sick and annual leave will be utilized in an amount equal to the normal daily work hours that the employee loses as a result of such illness or injury. Sick leave is accrued throughout the employee's entire paid sick leave absence. A physician's statement may be requested for verification of illness or injury.

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

- 1) When death occurs in the employee's immediate family (spouse, children, parents, or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any persons for whom financial or physical care is the employee's principal responsibility).
- 2) When emergencies exist in the employee's immediate family. Failure by the employee to make diligent effort to notify the Family Division Administrator or his/her designee may result in loss of pay.
- 3) To care for immediate family members living in the employee's home who are ill or injured.
- 4) For any absence for which the employee qualifies for FMLA leave.

Section D: All sick leave used will be substantiated by written evidence signed by the employee's immediate manager or Family Division Administrator, and by such other evidence as the appointing authority and/or the Human Resources Director may require. Falsification of such evidence will be cause for dismissal.

Section E: The Employer may require an employee before returning to his/her duties from an illness of over five consecutive working days to submit a statement from his/her physician certifying his/her ability to return to work. Such statement will be submitted to the Family

Division Administrator. This requirement may be waived in the event of a pandemic (defined as an epidemic of infectious disease that is spreading through human populations across a large region) for employees who are absent from work due to symptoms identified with the pandemic.

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

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

Termination

Effective 1-1-86, no payoff at time of termination or deferred retirement. For accrued sick leave prior to 1-1-86, 25% at time of termination or deferred retirement provided said employee has not been discharged for just cause as may be determined by the Family Division Administrator, the Human Resources Director, and the Chief Judge.

Retirement

50% at retirement, payment not to exceed 800 hours. Hours accrued after 1-1-86 will not be included in figuring any retirement benefit.

Section H: Part-Time Employees. ARTICLE 12, Section A-G, will not apply to employees hired into or transferring into a part time (less than .8 FTE) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 13
ANNUAL LEAVE

Section A: Every continuing full-time regular employee will earn four hours of paid annual leave for each completed bi-weekly work period of service.

Section B: Employees who have completed five years of continuous service will earn additional or bonus annual leave with pay according to length of total classified service as follows:

- For five or more, but less than ten years, 24 hours annually;
- For ten or more, but less than 15 years, 40 hours annually;
- For 15 or more, but less than 20 years, 56 hours annually;
- For 20 or more years, 72 hours annually.

Section C: No annual leave will be authorized, accrued or credited in excess of 360 hours. When an employee is separated from County service and such employee has completed a 1 year

employment period, he/she will be paid at his/her current rate of pay for his/her unused annual leave, not to exceed 240 hours.

Section D: On January 1st of each year, all regular bargaining unit employees will receive sixteen (16) hours of annual leave.

Section E: New hires will receive additional annual leave hours in accordance with the following pro-rated schedule:

Hired between January – June:	16 hours of annual leave
Hired between July – December:	8 hours of annual leave

Section F: Employees' accrued annual leave credits will be available to them via their paystub.

Section G: Although the Employer reserves the right to allocate annual leave, it is agreed that an effort will 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 may utilize annual leave only with the prior approval of their manager.

Section H: An employee who terminates employment in good standing, with two weeks prior notice, will receive payoff of accrued annual leave in his or her final paycheck. An employee may not extend County service by using annual leave.

ARTICLE 14 **LEAVE OF ABSENCE**

Section A: Witness and Jury Duty:

Any employee who is summoned for jury duty or subpoenaed to testify as a witness in an employment related matter will be granted a leave of absence to serve as required. The employee will be expected to be at work for all hours when not serving or testifying. Leaves of absence for jury duty or as a result of a subpoena to testify as a witness on an employment related matter will be with full pay, less the amount received by the employee for such jury duty or witness testimony. The employee must notify the Employer of such juror or witness status as soon as practicable. If the employee is excused from serving or testifying with at least one hour left in the work day, the employee is required to return to work.

Section B: Military Leave for Active Duty:

The Employer will continue to abide by all State and Federal laws governing the granting of leaves of absence for military duty, including those dealing with job restoration and the retention of seniority.

Section C: Human Resources (“HR”) Special Leave:

An HR Special Leave is a leave not covered under FMLA or short/long-term disability. An employee may apply for an 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.

HR Special Leaves of absence will be requested in writing by the employee and will be specific as to their duration. HR Special Leaves of absence must be approved by the Family Court Administrator (or Circuit Court Administrator) and the Human Resources Director.

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 D: FMLA Leave:

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

- a) To care for the employee's child after birth, or placement for adoption or foster care;
- b) To care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,
- c) For a serious health condition that makes the employee unable to perform the duties of his/her job.
- d) To care for an immediate family member who is a service member in military service with a serious health condition or to deal with qualifying exigencies, pursuant to the FMLA.

Section E: Medical Leave:

Employer will comply with the Family and Medical Leave Act of 1993 (FMLA), as amended. Any request for medical leave of absence must include a supporting physician's statement which includes the date the employee became unable to work and, whenever possible, a projected date of return.

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

absence should contact the Family Division Administrator 30 days prior to the expiration of such leave. Every effort will be made by the Court to reinstate said employee to a position equivalent to the position held prior to the initiation of said medical leave. Medical leave may be available to employees where the employee is not eligible for FMLA leave or has exhausted all of his or her available FMLA leave.

Section F: Workers' Compensation:

Employees who suffer a work related accident or illness covered by the Michigan Workers Compensation Law will report any accident or illness as soon as possible to their manager and the Human Resources Department, but in no event later than 48 hours after the accident or onset of illness.

Section G: Union Leave:

Upon prior approval by the Family Division Administrator or his/her designee, the Employer may grant a union leave of absence for up to one calendar week in duration per year to no more than three employees in order to allow them to attend union training sessions, seminars, or conventions. No more than one employee will be granted such leave at any given time.

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

Section H: Part-Time Employees. ARTICLE 14, Sections A-H, will not apply to employees hired into or transferring into a part time (less than .8 FTE) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 15
TUITION REFUND POLICY

The County will pay a maximum of 100% of approved tuition up to \$2,000 a year for tuition to County employees taking approved college courses, as outlined in a more detailed policy statement available from the Court Administrator. Approved courses will 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 will be approved by the Court Administrator prior to issuance of the tuition refund.

ARTICLE 16
LONGEVITY COMPENSATION PLAN

Commencing January 1, 2015, annual longevity payments will be eliminated for all employees.

ARTICLE 17
DEFERRED COMPENSATION

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

ARTICLE 18
RETIREMENT PLAN

Section A: 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, will be 2.5%. For employees hired on or after January 1, 2015, the multiplier to be utilized in Retirement Plan computations will be 2.0%. Members of the County Retirement Plan, hired on or before June 30, 2009, who have attained or attain age 60 years and have eight or more years of credited service may retire if such application is made in accordance with the conditions set forth in the Retirement System Resolution. An employee hired on or before June 30, 2009 with 25 years of credited service may retire at age 55 with no penalty for early retirement. The County will pay the full cost of said Retirement Plan.

Employees hired on or after July 1, 2009 will be eligible for normal retirement benefits if they retire after attaining age 65 with at least eight years of service. They will be eligible to retire with a reduced benefit if they retire after attaining age 60 with at least eight 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 60 with at least 25 years of credited service.

Section B: Retiree Health Insurance. For all employees hired on or after January 1, 2014, the County will not provide retiree health insurance. Employees who retire on or after January 1, 2014, who terminate employment after becoming eligible for immediate commencement of retirement benefits from the County, will be eligible for group health insurance when the retiring employee meets the insurance eligibility criteria set forth in this Section. Effective on or after January 1, 2016, the Employer will provide the same retiree health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time. [Re-opener effective 1/1/2016 change]

Section C: Part-Time Employees. ARTICLE 18, will not apply to employees hired into or transferring into a part time (less than .8 FTE) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 19
SAFETY AND ACCIDENT REPORTING

Section A: All employees are expected to perform their duties in a safe manner for their protection as well as others with whom they come in contact. If an employee has a question on the safest way to do a job or suggestions for improved employment/employee safety the supervisor, department head or safety representative should be contacted. The following safety policies will be followed by all County employees:

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

Section B: Accident Reporting: If an employee suffers a work-related accident/injury, whether or not it is deemed that medical attention is necessary, an accident report form must be completed by the employee and approved by the department head within 48 hours after the occurrence of the injury. These forms are available from the Human Resources Department. If the individual injured is unable to complete the accident form, it will be the responsibility of the immediate supervisor or department head to do so.

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

Section C: Public Accidents: If an employee witnesses an accident or injury suffered by a citizen on Kalamazoo County government property, they should direct that citizen to the Kalamazoo County Corporation Counsel where the appropriate public accident form may be completed.

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

ARTICLE 20
RIGHTS AND RESPONSIBILITIES

Section A: Open Personnel File: There is one centralized file maintained for each bargaining unit employee. This primary personnel file is maintained in the County Human Resources Department. There is also a secondary personnel file which is maintained by the Court Administrator on each bargaining unit employee. The information contained within the two aforementioned personnel files will be identical.

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

Section B: Sexual Harassment in the Workplace: It is the policy of the Court that the working environment of every employee will be free from verbal or physical sexual harassment by other County employees, and/or by Court visitors. The County will neither permit nor condone sexual harassment in the working environment, and employees who violate the policy will be subject to discipline up to and including discharge.

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

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

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

ARTICLE 21
GENERAL

Section A: The Chief Judge or his/her designated representative determines when it is necessary to close buildings or curtail services as a result of snow storms, tornadoes, or other such emergencies. When a determination is made that the Circuit Court will be closed, employees who are scheduled to work will receive their regular pay for that time.

Section B: The Court will provide a bulletin board for the use of the Union. Notices relative to Union meetings and Union related matters may be placed upon same without prior approval.

Section C: Savings Clause: In the event that any provision of this Agreement will at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or

decree no appeal has been taken within the time provided for doing so, such provision will be void and inoperative. However, all other provisions of this Agreement will continue in effect and the parties will meet for the purpose of rewriting the voided and any other directly affected provisions, within 60 calendar days of the decision.

Section D: Regular Part-Time Employees: Part-time employees who are employed as of January 1, 2013, will receive insurance benefits, sick leave and annual leave credit based on hours worked, and are eligible for tuition reimbursement, longevity pay, short-term and long-term disability benefits and will remain eligible for and receive such benefits as they are made available in this Agreement.

Section D, will not apply to employees hired into or transferring into a part-time (less than .75 FTE for the purpose of health insurance eligibility and .8 FTE for all other benefits) position after January 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 seven 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 seven months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

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

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

Section F: Wellness Program: Bargaining Unit members will be eligible to participate in the County of Kalamazoo Worksite Wellness Program. Participation by individual unit members is completely voluntary. Individual participant results will 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 will 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 G: Waiver: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that

right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter.

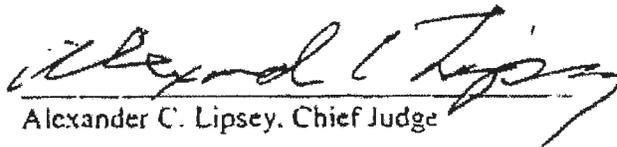
Section H: Personal Property Damage: In the event an employee, during working hours, suffers a loss or damage to his/her personal property, while the employee is working and as a direct result of his/her job responsibilities, the Employer agrees to compensate the employee for such loss not to exceed \$500.00 within a calendar year.

ARTICLE 22
TERMINATION

This Agreement will become effective as of the 1st day of January 2018, and will remain in full force and effect until the 31st day of December 2020. 120 days prior to the expiration of this Agreement, either party has the right to provide written notice to the other party of its desire to commence negotiations.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this _____ day of _____ 2018.

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

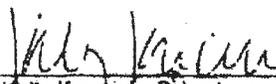
9th JUDICIAL CIRCUIT COURT:

Alexander C. Lipsey, Chief Judge



Eric Kline, Chair



Paul Molica, Co-Chair

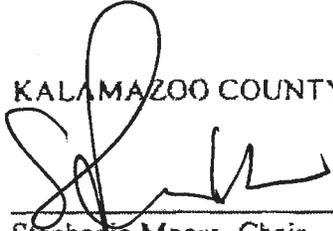


Kelly Kuchnick, Secretary



Ken Leonard, Treasurer

KALAMAZOO COUNTY:



Stephanie Moore, Chair
Board of Commissioners

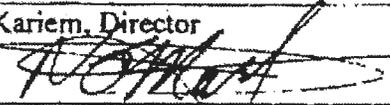
12.19.17



Timothy A. Snow, County Clerk /Register

12.19.17

Gerald Kariem, Director



Neville J. Mark, International Representative



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

UAW Technical, Office and Professional Circuit Court Unit of Local 2290

Effective 01/01/2018

Increase %
1.75

Community Tracker

J	06	A	Annual	\$27,705.60	Bi-Weekly	\$1,065.60	Hourly	\$13.32
		B		\$28,600.00		\$1,100.00		\$13.75
		C		\$29,473.60		\$1,133.60		\$14.17
		D		\$30,451.20		\$1,171.20		\$14.64

Juvenile Probation Officer I, Domestic Intake Specialist I

J	10	A	Annual	\$41,017.60	Bi-Weekly	\$1,577.60	Hourly	\$19.72
		B		\$43,076.80		\$1,656.80		\$20.71
		C		\$45,115.20		\$1,735.20		\$21.69
		D		\$47,195.20		\$1,815.20		\$22.69
		E		\$49,233.60		\$1,893.60		\$23.67
		F		\$51,251.20		\$1,971.20		\$24.64
		G		\$53,310.40		\$2,050.40		\$25.63

Juvenile Probation Officer II, Domestic Intake Specialist II

J	12	A	Annual	\$45,094.40	Bi-Weekly	\$1,734.40	Hourly	\$21.68
		B		\$47,340.80		\$1,820.80		\$22.76
		C		\$49,628.80		\$1,908.80		\$23.86
		D		\$51,875.20		\$1,995.20		\$24.94
		E		\$54,121.60		\$2,081.60		\$26.02
		F		\$56,388.80		\$2,168.80		\$27.11
		G		\$58,614.40		\$2,254.40		\$28.18